

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations

3.1 Application

The rules and regulations specified herein apply to the intrastate services and facilities furnished within the State of Illinois by Mid Century Telephone Cooperative, hereinafter referred to as the Cooperative. (T)

When services and facilities are provided in part by the Cooperative and in part by other companies, the rules and regulations of the Cooperative apply to that portion of the service and facilities furnished by it.

Failure on the part of the Member to observe these rules and regulations of the Cooperative, after due notice of such failure, automatically gives the Cooperative the authority to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the specific Assessment Schedule sections, the rate, rule, regulation or provision contained in the specific Assessment Schedule sections shall prevail. In the event of a conflict between any rate, rule, regulation or provision contained in this Assessment Schedule and any rate, rule, regulation or provision contained in Title 83, Chapter I, Subchapter f, Part 735 of the Illinois Administrative Code, the rate, rule, regulation or provision contained in the Illinois Administrative Code shall prevail.

In accordance with the decision of the Federal Communications Commission in the Second Computer Inquiry, the rates and regulations (excluding coin telephones) provided by the Cooperative apply only to such equipment considered to be in the Cooperative's inventory prior to January 1, 1983.

3.2 Explanation of Symbols

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text but no change in rate, treatment or regulation.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.3 Obligation and Liability of Cooperative

A. Availability of Facilities

The Cooperative's obligation to furnish telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

B. Interruption of Service

An allowance will be made upon written request from the Member to the Cooperative for interruption of service not due to Member negligence, if the interruption continues for more than twelve hours from the time it is reported to or detected by the Cooperative. The allowance will be the prorated portion of the monthly rate for the service made inoperative, and will be accomplished by a credit on a subsequent bill for service. The credit will be for a minimum of the amount for 24 hours of service.

C. Directory Errors and Omissions

The Cooperative endeavors to correctly list Members, their telephone numbers and other information in the local telephone directory. No liability for damages arising from errors in or omissions of directory listings or listings obtained from Directory Assistance shall attach to the Cooperative. In the case of additional or extra listings for which a charge is made, the Cooperative's liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

D. Transmitting Messages

The Cooperative does not undertake to transmit messages, but rather offers the use of its facilities, where available, for communication between parties subject to the conditions specified in these Assessment Schedules.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.3 Obligation and Liability of Cooperative (Continued)

E. Defacement of Premises

The Cooperative will make a reasonable effort to leave the Member's property in the same condition in which it was found prior to any Cooperative work. The Cooperative will repair or replace any defacement or damage of property due to installation, existence, or removal of Cooperative property when the damage is the result of negligence of the Cooperative.

F. Maintenance and Repairs

The Cooperative shall bear the expense of all repair and maintenance of its facilities. Where damage or destruction of its facilities is due to the acts or omissions of the Member, the Cooperative will be reimbursed by the Member for any such damage. The Member may not rearrange, remove, or disconnect any Cooperative facilities without consent of the Cooperative.

Access to Member's premises at any reasonable hour will be given to representatives of the Cooperative for the purpose of inspecting, repairing, testing or removing any part of the Cooperative's facilities.

G. Adjustment of Charges

In case of overbilling, a refund will be made by the Cooperative for the amount of excess charges with interest from the date of the overpayment by the Member.

The refund will be accomplished by a credit on a subsequent bill for telephone service, or by check if the account is final or if requested by the Member.

H. Liability of Cooperative

1. The liability of the Cooperative for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the Member, shall in no event exceed an amount equivalent to the proportionate charge to the Member for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur in excess of 36 hours after notification has been made.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.3 Obligation and Liability of Cooperative (Continued)

H. Liability of Cooperative (Continued)

2. The Member indemnifies and saves the Cooperative harmless against the following:

- (a) Acts or omissions of other companies when their facilities are used in connection with the Cooperative's facilities to provide service.
- (b) Any defacement or damage to the Member's premises, resulting from the existence of the Cooperative's facilities (demarcation point and drop) on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Cooperative or its employees.
- (c) Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Cooperative.
- (d) Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Cooperative, apparatus and systems of the Member; and all other claims arising out of any act or omission of the Member in connection with facilities provided by the Cooperative.
- (e) Liability for failure to provide service.
- (f) Liability for telephone directories except as outlined in Section 3.3.C.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Cooperative (Cont'd)

I. Credit for Interruptions

1. Subject to the exceptions contained in Section 3.3.I.2, when the use of service or facilities furnished by the Cooperative is interrupted, the following adjustments of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperable by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Cooperative:
  - (a) If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Cooperative shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted;
  - (b) If the interruption lasts for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Cooperative shall provide a credit for 33% of one month's recurring charges for all interrupted services;
  - (c) If the interruption lasts for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Cooperative shall provide a credit for 67% of one month's recurring charges for all interrupted services;
  - (d) If the interruption lasts for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Cooperative shall provide a credit for one full month's recurring charges for all interrupted services;
  - (e) If the interruption lasts for greater than one hundred twenty (120) hours, Cooperative will provide alternative phone service to the Member at no cost or provide an additional credit of \$20 per day, at the Member's option.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Cooperative (Cont'd)

I. Credit for Interruptions (Cont'd)

(f) The credit for services applies to the following non-usage sensitive services:

- Monthly Basic Local Service
- Federal and State Subscriber Line Charges (SLC)
- Flat Rated Extended Area Service (where applicable)
- Custom Calling Features
- CLASS Features

For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

2. Limitation on Credit for Interruption Allowances

No credit allowance will be made for:

- (a) Interruptions due to the negligence or willful acts of , or noncompliance with the provisions of this Assessment Schedule by, the Member, Authorized User, Joint User, or other common carrier providing service connected to the service of the Cooperative;
- (b) An emergency situation;

An emergency situation is defined as:

- A declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area;
- An act of third parties, including acts of terrorism , vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or
- A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Cooperative (Cont'd)

I. Credit for Interruptions (Cont'd)

2. Limitation on Credit for Interruption Allowances (Cont'd)

- (c) Interruptions due to the failure or malfunction of Member-owned telephone equipment or inside wiring;
- (d) Interruptions of service extended by the Cooperative's inability to gain access to its facilities and equipment for the purpose of investigating and correcting interruptions due to the Member changing a scheduled appointment, provided that the interruption is not extended further by the Cooperative;
- (e) Interruptions of service extended by the Cooperative's inability to gain access to its facilities and equipment because the Member missed an appointment, provided that the interruption is not further extended by the Cooperative;
- (f) Interruptions of service during any period when it is necessary for the Member to release service to the Cooperative for necessary maintenance purposes or for implementation of a Member order for a change in service arrangement.
- (g) Interruptions that occur as a result of the Cooperative's right to refuse service to the Member as provided in 83 Ill. Adm. Code 735.
- (h) A lack of Cooperative facilities to meet the Member's request for service.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Cooperative (Cont'd)

J. New Service Installation Requirements

1. As provided for in 83 Ill. Adm. Code 732.20(a), the Cooperative will install basic local exchange service within five (5) business days after the Member orders service. The Cooperative will inform the Member at the time of the request for install, repair, and/or appointment is made, whether or not the Cooperative has the requisite information to complete the request. Once the requisite information is provided to the Cooperative, the five (5) business day period starts. If the Cooperative fails to install basic local service within five (5) business days, the Cooperative will waive 50% of any installation charges. If the Cooperative fails to install service within 10 business days after the service application is placed, the Cooperative shall waive 100% of the installation charge. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the Member's requested installation date, whichever is greater, the Cooperative will either provide alternative telephone service at no cost or an additional credit of \$20 per day, at the Member's option until service is installed. (C)
2. The New Service Installation credit referenced in Section 3.3.J(1) does not apply as a result of:
  - (a) The Member requesting an installation date beyond the five (5) days from the date of the order. Should the Cooperative not meet its extended commitment date, the New Service Installation date, the Member credit will then be applied from the "agreed" upon installation date;
  - (b) Negligence or willful acts of, or noncompliance with the provisions of this Assessment Schedule by, the Member, Authorized User, Joint User, or other common carrier providing service connected to the service of the Cooperative;



GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Cooperative (Cont'd)

J. New Service Installation Requirements (Cont'd)

(c) An emergency situation;

An emergency situation is defined as:

- A declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area;
- An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or
- A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

(d) The inability to gain access to the Member's premises due to the Member missing an appointment provided that the violation is not further extended by the carrier;

(e) The Member requesting a change to the scheduled appointment, provided the violation is not further extended by the carrier;

(f) The Cooperative's right to refuse service to a Member as provided in 83 Ill. Adm. Code 735; or

(g) A lack of Cooperative facilities where a Member requests service at a geographically remote location, a Member requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the Member's request for service.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Cooperative (Cont'd)

K. Failure to Keep Scheduled Appointment

1. If the Cooperative needs access to the Member premise an appointment will be made with the Member. If the Cooperative fails to show up for the appointment, a credit of \$50 will be applied to the Member's telephone bill.
  - (a) Appointment times will be listed in four hour increments and the service technician will show up between the times agreed upon with the Member.
  - (b) The credit does not apply if:
    - i. The Member is not available during the agreed hours of the appointment.
    - ii. The Cooperative provides twenty-four (24) hour notice of its inability to keep the appointment. The twenty-four (24) hour period is from the end-point of the appointment commitment. If the Cooperative states the commitment is from 8:00a to 12:00p, the Cooperative would have until 12:00p the previous day to notify the Member of an appointment change without penalty. The Cooperative will not make an appointment "window" of greater than a four hour period.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities

A. Provision of Equipment

1. Equipment, for the purpose of this section, includes all equipment provided by the Cooperative to its members, whether directly linked to the switched network or not. These items include: centrex units, electronic telephones, intercom systems, fire bars, key systems, and pagers.
2. All equipment necessary for the provision of a given service will be furnished and owned by the Cooperative except as provided elsewhere in this Assessment Schedule. The Member may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the Member at a suitable outlet when and where required.
3. Equipment not owned by the Cooperative may be attached to the facilities of the Cooperative as provided in Section 3.4.B. In case unauthorized attachment or connection is made, the Cooperative shall have the right to discontinue the service.
4. The provisions of the preceding shall not be construed or applied to bar a Member from using devices which serve his convenience in his use of the facilities of the Cooperative (such as a device to obtain quietness or privacy), provided any such device so used does not:
  - a. Endanger the safety of Cooperative employees or the public.
  - b. Damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Cooperative, unless as provided for elsewhere in this Assessment Schedule.
  - c. Interfere with the proper functioning of such equipment or facilities.
  - d. Impair the operation of the communication system.
  - e. Otherwise injure the public in its use of the Cooperative's services.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities (Continued)

B. Member Provided Equipment and Inside Wire

1. Member-provided equipment and/or inside wire may be connected at the Member's premises to facilities of the Cooperative for use with local exchange service in compliance with FCC regulations.
2. Members may connect equipment, systems and/or inside wire registered or grandfathered by the FCC directly to the Cooperative network.
3. The General Regulations contained in Section 3 of this Assessment Schedule apply when the Member elects to provide his own equipment and/or inside wire. In any instance where the Assessment Schedule of the Cooperative conflicts with an effective order of the FCC, the FCC order will have precedence.
4. Responsibility of the Member
  - a. Upon notification from the Cooperative that the Member-provided equipment or inside wire is causing or is likely to cause harm, the Member shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Cooperative.
  - b. The Member may be required, as a condition of service, to pay in full all sums due the Cooperative including, but not limited to, Member activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Cooperative facilities as may apply.
  - c. A Member must subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his Member-provided equipment and/or inside wire in accordance with accepted communications industry standards.
  - d. The Member must provide all of the terminal equipment and/or inside wire on the Member's side of the point of demarcation between Cooperative owned equipment and Member-owned equipment.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities (Continued)

B. Member Provided Equipment and Inside Wire (Continued)

4. Responsibility of the Member (Continued)

- e. Use of Cooperative facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
  - (1) For purposes of identification, Members to telephone service who transmit recorded public announcements over facilities provided by the Cooperative must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
  - (2) Members transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
  - (3) Nonpublished telephone service will not be furnished for use with recorded public announcements.
  - (4) Failure to comply with the provisions of this Assessment Schedule shall be cause for termination of the service.
- f. Member-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities (Continued)

B. Member Provided Equipment and Inside Wire (Continued)

5. Responsibility of the Cooperative

- a. The Cooperative shall not be responsible to the Member for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Cooperative or appropriate regulatory agencies which might render any Member-provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Cooperative will make a reasonable effort to notify a Member in advance of changes in technical criteria, operations or procedures which might affect Member-provided equipment or systems.
- b. The Cooperative shall not be responsible for the installation, operation or maintenance of any Member-provided communications systems, equipment, or inside wire.

C. Use of Member Service

Local exchange telephone service, as distinguished from payphone service, is furnished only for the use by the Member, his/her family, and associates. The Cooperative may refuse to install such service, or permit such service to remain on the Member premises, if the service is able to be used such that it is of a payphone nature.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.4 Use of Service and Facilities (Continued)

D. Abuse or Fraudulent Use of Service

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Cooperative may disconnect service which is used in such a manner as listed below. In case of such disconnection, the Cooperative will immediately attempt to notify the Member.

Abuse or fraudulent use of service includes the following:

1. The use of service or facilities of the Cooperative in such a manner as to interfere with the service of one or more other telephone users.
2. Tampering with or rearranging Cooperative equipment or facilities, or engaging in any fraudulent activity whatsoever, for the purpose of obtaining service without payment of any portion of charges applicable to the service rendered by the Cooperative or common carriers using the Cooperative's facilities.
3. The use of service which is objected to by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.
4. The Cooperative reserves the right to terminate service being directly or indirectly used in a manner which is in conflict with the Cooperative interest.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.5 Establishment and Furnishing of Service

A. Applications for Service

Cooperative's Membership application may be completed and returned to the Cooperative before service may commence.

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Application for service must be made on the Cooperative's standard form, which becomes a contract when accepted in writing by the Cooperative or upon establishment of service. The conditions of such contracts are subject to all provisions of this and other applicable Assessment Schedules.

The Member may be required to pay in advance all charges including applicable Member Activity Charges for the first billing period. Federal, State or municipal governmental agencies may not be required to make advance payments.

Requests for additional service may be made verbally, if provided in the original contract, and no advance payment will be required.

A move within the exchange area is not considered a means to terminate the contract and orders for such may be made verbally.

Member is responsible at time of application to designate each line requested as primary or secondary. Primary is defined as the only one by which calls can be made from that postal location which already has a designated primary line. Multiple dwelling units and office buildings are considered unique postal locations.

B. Furnishing of Service to Business Members

Business rates apply to Members conducting business in the following locations:

1. Offices, stores, factories and all other places of a strictly business nature.



GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.5 Establishment and Furnishing of Service (Continued)

B. Furnishing of Service to Business Members (Continued)

2. In boarding houses, offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools, or colleges (excluding dormitory rooms at such schools or colleges), hospitals, libraries, churches, police departments, fire departments, village offices and other similar institutions. (C)
3. At residence locations when the Member has no regular business telephone and the use of the service either by himself, Members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, or when such business use does not occur or pass over to residence phones during times when businesses are ordinarily closed. (C)
4. Where the place of business and the residence of a Member are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
5. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business
6. At any location where the listing of service at that location indicates a business, trade or profession, except as specified in 3.5 C. below.

C. Furnishing of Service to Residence Members

Residence rates apply to Members at the following locations:

1. In private residences where business listings are not provided.
2. In private apartments of hotels, rooming houses where service is confined to the Member's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.5 Establishment and Furnishing of Service (Continued)

C. Furnishing of Service to Residence Members (Continued)

3. In residence of a clergyman, and in the place of residence of a physician, dentist, veterinarian, surgeon or other medical practitioner, provided the Member does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the Member's residence and is not part of an office building. If listings of firms or partnerships, or additional listings of persons not residing in the same household are desired, business rates apply.
4. Churches, hospitals and other charitable institutions not receiving money by public taxation or from charges for their services take residence rates for individual line service.

D. Telephone Numbers

The Cooperative may change any or all numbers or the central office associated with such number whenever it deems it necessary in prudently conducting its business. Should it become necessary to make such a change, the Cooperative will provide reasonable notice of the effective date and reason for the change. A Member may request a telephone number change and if feasible the change will be made at the rate following as described in Section 5.2 and listed in Section 20.2.

E. Alterations

The Member agrees to notify the Cooperative promptly of any alterations or new construction on Member premises which will necessitate changes in the Cooperative's wiring and equipment; and the Member agrees to pay the Cooperative's current charges for such changes.

F. Payment for Service

The Member is required to pay all charges for services rendered by the Cooperative, both exchange and toll, in accordance with provisions contained in this Assessment Schedule. The Member is responsible for all charges for service rendered at his telephone, including collect charges.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.5 Establishment and Furnishing of Service (Continued)

G. Line Extensions

Lines will be extended for permanent Members in accordance with the guidelines established in Section 6.8.

Where required by the conditions, applicants may be required to provide to the Cooperative suitable private right-of-way parallel to the public highway.

H. Unusual Installation Costs

When special conditions or special requirements of the Member involve unusual construction or installation costs, the Member may be required to pay such costs pursuant to Section 8 of this Assessment Schedule.

3.6 Telephone Directories

The Cooperative will furnish to each Member an alphabetically arranged list of the names of all Members of the Local Exchange at least once each year. Extra name listings of Members will be furnished when desired by any Member, or listings will be handled on a nonpublished basis or nonlisted basis (see Section 6-6 following) if requested. Such alphabetically arranged lists shall constitute the Cooperative's telephone directory.

The directory will remain the property of the Cooperative, furnished to expedite service, and may be taken up by the Cooperative at the termination of the contract for service or when new directories are issued. The Cooperative will furnish to its Members, without charge, only such directories as it deems necessary for the efficient use of the service. Other directories will be furnished at the discretion of the Cooperative at a reasonable charge.

3.7 Establishment and Maintenance of Credit

A. Establishment of Credit for Service

The Cooperative is not obligated to furnish or continue to furnish service to any individual or business that owes for the same class of service furnished by the Cooperative previously rendered at the same or a different address until arrangements have been made for payment in full of such previous indebtedness to the Cooperative.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

A. Establishment of Credit for Service (Continued)

In order to ensure that payment is made for all charges due for its service, the Cooperative may require an applicant for service to establish and maintain credit in one of the following ways:

1. The applicant can establish that he had a previous service account with a telephone utility for a period of at least twelve (12) months for which the payment record was satisfactory and for which all undisputed charges were satisfactorily paid.

2. If the applicant does not have verifiable service, or if the applicant had previous service for less than one year, the applicant would be required to meet at least two of the following criteria to establish credit:

Has a valid major national charge card

Has a valid major national oil charge card

Home ownership

Has been employed two years or more with the current employer

Has a checking account

Has a savings account

3. If the applicant cannot establish credit as indicated above, the Cooperative can require a deposit prior to the establishment of telephone service.

B. Deposits

A deposit may be required from applicants for service or from existing Members. The following regulations apply to deposits:

1. The amount of a deposit shall not exceed estimated service charges for two (2) months for residential service, and four (4) months for business service. The estimated charges for Members shall be based on the average monthly billing for the past six months, or for applicants for service, the average monthly bill for that class and type of service.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

B. Deposits (Continued)

2. The Cooperative may require a deposit or guarantee from an existing Member as a condition of continued service if, during the first twelve (12) months that the Member receives service, the Member pays late four times or has service discontinued for nonpayment two times.
3. The Cooperative may request a deposit from any Member after the first twelve (12) months that the Member has received service if the Member has had service discontinued two times in a twelve (12) month period, or if the Cooperative provides evidence that the Member used a device or scheme to obtain service without payment. The Cooperative may also request a deposit from any nonresidential Member after the first twelve (12) months the Member has received service if the Member pays late at least six times during any twelve (12) month period.
4. The Cooperative may request that a maximum of one-third of the requested deposit amount be paid within twelve (12) days after the request for the deposit. An applicant may be requested to pay no more than one-third of the deposit amount prior to the establishment of service. The Cooperative shall allow the balance of the deposit to be paid in two (2) equal monthly installments.
5. Deposits plus interest shall be automatically refunded after being held for twelve (12) months as long as the Member has paid any past due bill owed to the Cooperative, service has not been discontinued for nonpayment, the Member has not paid late four times, or the Member has not used a device or scheme to obtain service without payment.
6. The deposit shall be credited with accrued interest to the charges stated on the final bill and the remaining balance, if any, shall be returned to the Member within thirty (30) days after the termination of service.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

B. Deposits (Continued)

7. Interest will be paid on all deposits held by the Cooperative. The interest rate shall equal the rate existing for one year United States treasury bills at that point in time when the determination of the interest rate is made. The interest rate will be rounded to the nearest one-half of one percent. Simple interest will be computed from the date of payment of the deposit, and will be credited annually upon the account of the Member until discontinuance of service, or upon return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Member.

C. Guarantee in Lieu of Deposit

In lieu of a deposit the Cooperative may accept a written guarantee of a responsible party. A current Member of the same Cooperative with at least twelve (12) months service which has not been discontinued for non-payment during the most recent twelve (12) months qualifies as a responsible party.

The guarantee must be in writing, stating the terms of the guarantee, including the maximum amount guaranteed, and that the Cooperative will not hold the Guarantor liable for sums in excess of that amount. The Cooperative will be the sole judge as to whether the written guarantee is acceptable.

The guarantee will remain in full force and effect until thirty (30) days after receipt by the Cooperative of a written notice of cancellation of this agreement from the Guarantor. However, the Cooperative is not obligated to release the Guarantor from the obligation if the Cooperative has reason to believe that the Member has used a device or scheme to obtain service without payment, and has so notified the Member.

The guarantee shall be limited to an amount not to exceed the cash deposit which would have been charged to the Member provided for in these Assessment Schedules.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

C. Guarantee in Lieu of Deposit (Continued)

A guarantor shall be released from their obligation when the applicable Member has had service for twelve (12) months as long as the Member has paid all undisputed charges for the last twelve (12) billing periods, service has not been discontinued for non-payment, the Member has not paid late more than four (4) times, or the Cooperative has not provided evidence that the Member used a device or scheme to obtain service without payment.

The Cooperative will agree to accept a Surety Bond in lieu of a cash deposit , provided that such Surety Bond has been issued by an insurance Cooperative that has received a certificate of authority from the Department of Insurance to do business in Illinois.

D. Deposit not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve the applicant or Member from complying with the Cooperative's regulations as to advance payments and the prompt payments of bills on presentation; nor constitute a waiver or modification of the regular practices of the Cooperative providing for the discontinuance of the service for non-payment of any sums due the Cooperative for service rendered. The Cooperative may discontinue service to any Member failing to pay current bills without regard to the fact that such Member has made a deposit with the Cooperative to secure a payment of such bills or has furnished the Cooperative with a guarantee in writing of such bills.

E. Records of Deposits

The Cooperative shall maintain records of deposits together with interest, which collectively will show all transactions pertaining to each deposit.

Each Member posting a deposit shall receive in writing at the time of posting or within ten days from that date, a receipt which contains the following information:

1. Name of Member.
2. Address where the service for which the deposit is required will be provided.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.7 Establishment and Maintenance of Credit (Continued)

E. Records of Deposits (Continued)

3. Serial number
4. Type of service
5. Date when the deposit was received.
6. Rate of interest on the deposit.
7. Amount of deposit
8. The Cooperative's name
9. A statement of conditions under which the deposit will be refunded.

F. Discontinuance of Service

Service may be discontinued for failure to establish or maintain credit as authorized above, no sooner than eight (8) days after the Cooperative has served or mailed notice requiring the Member to comply with credit regulations.

G. Service Reconnection Charges

Where service has been discontinued for failure to establish or maintain credit as authorized above, a service reconnection charge as discussed in Section 5.2(F) and listed in Section 20.2(F) will apply, and will be collected by the Cooperative.

3.8 Member Billing

A. General

Bills for telephone service are issued monthly, and are due when rendered. Generally, monthly recurring charges are billed in advance, while toll charges are billed in arrears. The Cooperative shall render a bill during each billing period except when there is a zero balance.



GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.8 Member Billing (Continued)

A. General (Continued)

Member is responsible for all charges in conjunction with services furnished to him including collect toll messages which have been accepted at the Member's telephone. Failure to receive a bill does not relieve the Member of the responsibility for payment for telephone service.

Charges for business service shall not be transferred to a bill for residential service, nor shall charges for residential service be transferred to a bill for business service.

Member bills must be issued by the Cooperative within one year of the date the service was provided. No Member shall be liable for charges after one year.

Members shall have twenty-one (21) days from the date of the postmark on the bill to pay the charges stated thereon. Payment shall be made at the office of the Cooperative, an authorized collection agency, or by mail. The Cooperative may assess a late payment charge for payments made after twenty-one (21) days.

A charge of \$20 will be made for all checks returned to the Cooperative for insufficient funds. If more than one insufficient funds check is received from a Member within a twelve (12) month period, the Cooperative may require that all subsequent payments be made by cash, money order, or certified check.

A charge of \$20 will be made for all credit card charge backs associated with transaction handling charges being imposed to the Cooperative. If more than one credit card charge back is received from a Member within a twelve (12) month period, the Cooperative may require that all subsequent payments be made by cash, money order, or certified check.

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In the event that charges on a Member bill issued by the Cooperative are later found to be incorrect, the Cooperative shall refund the amount of the overcharges with interest from the date of overpayment by the Member.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.8 Member Billing (Continued)

B. Member Bill Format

All bills for residential and single-line business Members shall contain an itemization of charges. Itemization of every monthly billing shall include, but not be limited to:

1. Exchange access (basic local service) as requested by Member;
2. Local service;
3. Extended area service;
4. Equipment;
5. Enhanced and other local services;
6. The period of time for which the local service and equipment charges apply;
7. If the local exchange Cooperative has assumed responsibility of collection for toll calls, it shall include an itemization of all toll calls charged to the account including, but not limited to the date and time of the call, the rate which applied to the call, the length of the call in minutes, the destination of the call, or point of origin for collect and/or third party calls;
8. The phone number of the appropriate Cooperative business office;
9. The due date of the bill; and
10. A separate listing of additional charges due to state messages tax, municipal messages tax, municipal consumer tax, and federal excise tax.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.8 Member Billing (Continued)

C. Digital Divide Elimination Fund Program

Digital Divide Elimination Fund Program was created as a special fund in the State Treasury to foster elimination of the Digital Divide and will be used, subject to appropriation, by the Illinois Department of Commerce and Community Affairs to fund community technology centers and for assisting public hospitals, libraries, and park districts in eliminating the digital divide. All monies in the Fund will be collected by the Cooperative and remitted to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

General

- A. Members willing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the Member's monthly bill. This contribution will not reduce the Member's total amount due for telecommunications service or other charges appearing on the bill.
- B. This contribution will be a line item on the bill and identified as the "Digital Divide Fund."
- C. Contributions will be collected on a recurring basis each month from the Member's bill and remittance will be reported and transferred to the Department or its designee as required by Section 758.60.
- D. Members may elect to contribute \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00, or \$25.00 per month per line.
- E. Members may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone or mail to the Cooperative.

Failure by the Member in any month to remit the entire bill amount may reduce the contribution accordingly.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.8 Member Billing (Continued)

C. Special Toll Bill

If a Member accumulates unusually high charges for toll calls in a short period of time, and that Member's credit record indicates that satisfactory payment may not be made on the amount, the Cooperative may issue a Special Toll Bill (STB). Such a bill will be due ten (10) calendar days from the issuing date of the bill.

The Cooperative may render a STB to a residential subscriber only during the first twenty-four (24) months of that Member's telephone service. No such limitation applies in the case of business subscribers. An unusually high toll bill shall be considered to be an amount in excess of 175 percent of the average of the past three months' toll bills or an average toll bill for that same class of service if three months' actual data is not available.

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GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.9 Minimum Contract Periods and Termination of Service

A. Minimum Contract Periods

Except as hereinafter provided, the minimum contract period for all services and facilities is one month at the same location.

The Cooperative may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

Service will not be installed for a period of less than one month unless the Member pays, in addition to one month's rental, the cost of installation and removal of the necessary facilities.

B. Termination of Service By The Cooperative

1. Service may be discontinued for any of the following reasons:

- a. Nonpayment of an undisputed past due charge.
- b. Failure to make or increase a required deposit or guarantee.
- c. Unauthorized use of the Cooperative's equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- d. Failure to substantially comply with the terms of a settlement agreement.
- e. Refusal after reasonable notice to permit inspection, maintenance, or replacement of Cooperative's equipment.
- f. Material misrepresentation of identity in obtaining service from the Cooperative.
- g. Nonpayment of undisputed, delinquent state or interstate long distance charges billed by the Cooperative or undisputed, delinquent exchange charges including any FCC-approved end user charges or both.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.9 Minimum Contract Periods and Termination of Service (Continued)

B. Termination of Service By The Cooperative (Continued)

1. (Cont'd)

- h. Service is being directly used in a manner which is in conflict with the Cooperative's interest or Bylaws.

C. Termination of Service - Member's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Cooperative, and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.

In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than one month covering services which required installation of line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period. Alternatively, the contract may be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original Member upon agreement by the new applicant to assume the responsibilities of the contract.

Service may be terminated after the expiration of the initial contract period, upon the Cooperative being notified, and upon payment of all charges due to the date of termination of the service.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.9 Minimum Contract Periods and Termination of Service (Continued)

D. Procedures for Discontinuance of Service

1. The Cooperative may discontinue service to a Member only after it has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five days after delivery of this notice, or eight days after the postmark date on a mailed notice.
2. In addition to the written notice, the Cooperative shall make an effort to contact the Member and advise them of the discontinuance and what action must be taken to avoid it. The Cooperative shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the Member.
3. Services will not be discontinued for a past due bill after 12:00 noon on Friday, or on Saturday, Sunday, legal holiday recognized by the state, or on any day when the Cooperative's offices are not open for business. Services may be discontinued on normal business days between 8:00 a.m. and 2:00 p.m. unless the Cooperative is prepared to restore service within three hours after receipt of payment, at the standard restoral charge, if any.
4. Until at least 4:30 p.m. on business days, the Cooperative will have personnel available that are authorized to reconnect service if the conditions cited for discontinuance are corrected, and any restoral charge specified in this Assessment Schedule is paid.
5. Discontinuance of service shall be postponed for a time not in excess of thirty (30) days from the date of written certification by a licensed physician that discontinuance of service will create or aggravate a medical emergency for the Member or a permanent resident in the Member's household. Initial certification will prohibit discontinuance for thirty (30) days. Certification may be renewed for one additional thirty (30) day period. If the certificate is not renewed, the Cooperative may initiate discontinuance procedures. In the event service is discontinued within ten (10) days prior to certification, service will be restored if the proper certification is then made in accordance with the provisions stated above.

GENERAL RULES AND REGULATIONS (Continued)

3. General Rules and Regulations (Continued)

3.10 Charges for Damages

In situations where impairment or interruption of service is caused by tampering with Cooperative wiring or equipment, the Member instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service.

3.11 Connection of Automatic Dialing-Announcing Devices

An automatic dialing-announcing device is any automatic equipment used for solicitation which includes storage capability of numbers to be called; or a random or sequential number generator that produces numbers to be called, and has the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called.

Automatic dialing-announcing devices used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party may not be connected to the telephone network.

Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement which states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

3.12 Illinois Universal Service Fund (IUSF) Assessment

The Cooperative will assess a surcharge to support universal service in Illinois. The surcharge is determined by the IUSF Administrator, the Illinois Small Company Exchange Carrier Association, Inc. (ISCECA). The current IUSF surcharge rate can be viewed on ISCECA's website at [www.isceca.org](http://www.isceca.org).

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