

# Pearce Durick PLLC

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**ZACHARY E. PELHAM**  
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**RECEIVED**

June 30, 2022

JUL - 1 2022

**Hand Delivered**

**NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

Steven Kahl  
Executive Director  
ND Public Service Commission  
Capitol  
600 E. Boulevard, Twelfth Floor  
Bismarck, ND 58505

RE: Midcontinent Communications Annual ETC Certification Filing and Submittal  
Pursuant to N.D.A.C. §69-09-05-12.1

Dear Mr. Kahl:

In a separate cover letter, Midcontinent's Annual ETC Certification Filing and Submittal Pursuant to N.D.A.C. §69-09-05-12.1 along with Exhibits C and D were provided.

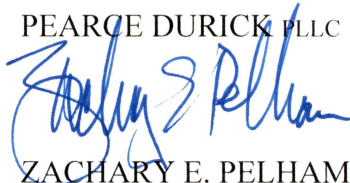
Enclosed with this letter please find separately bound and placed in a sealed envelope labeled "PROTECTED INFORMATION – PRIVATE," one copy of the Confidential Exhibits A and B referenced in the document.

Also enclosed please find an Application Requesting trade Secret Protection pursuant to N.D.A.C. Ch. 69-02-09.

Thank you.

Sincerely,

PEARCE DURICK PLLC



ZACHARY E. PELHAM

Counsel to Midcontinent Communications

ZEP/df  
Enclosures

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RE: Midcontinent Communications Annual ETC Certification Filing and Submittal  
Pursuant to N.D.A.C. §69-09-05-12.1

Dear Mr. Kahl:

Enclosed for filing please find the following:

1. Midcontinent's Annual ETC Certification Filing and Submittal Pursuant to N.D.A.C. §69-09-05-12.1;
2. Exhibit C—Lifeline Terms, Conditions, Advertising and Outreach;
3. Exhibit D – Affidavit

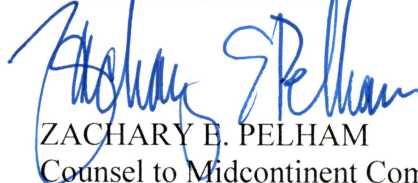
By separate cover letter, and separately bound and placed in a sealed envelope labeled "PROTECTED INFORMATION – PRIVATE," is one copy of the Confidential Exhibits A and B referenced in the document.

Expedited review has also been requested.

Thank you.

Sincerely,

PEARCE DURICK PLLC



ZACHARY E. PELHAM  
Counsel to Midcontinent Communications

ZEP/df  
Enclosures

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IN THE MATTER OF THE REQUEST OF )  
MIDCONTINENT COMMUNICATIONS FOR ) ANNUAL ETC CERTIFICATION  
CERTIFICATION REGARDING ITS USE OF ) FILING AND SUBMITTAL  
FEDERAL UNIVERSAL SERVICE SUPPORT. ) PURSUANT TO N.D.A.C. § 69-09-05-12.1

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Midcontinent Communications (“Midcontinent”), by and through its attorney, makes this filing to seek certification from the Federal Communications Commission (the “FCC”) as is required under 47 CFR 54.313 and to comply with the Commission’s rules pertaining to ETCs. As part of this filing, Midcontinent offers the following:

1. Pursuant to 47 C.F.R. § 54.314, each carrier that has been designated as an eligible telecommunications carrier (“ETC”) that is eligible to receive future federal universal service support must file an annual certification with the FCC and the Universal Service Administrative Company (“USAC”) stating that federal high-cost support provided to the carrier will be used only for the provision, maintenance, and upgrading of facilities and services for which the support is intended. This certification requirement applies to various categories of federal universal service support, including support provided pursuant to 47 C.F.R. §§ 54.301, 54.305, and/or 54.307, and/or 47 C.F.R Part 36, Subpart F (high-cost loop support, local switching support, safety net additive support and safety valve support). Support provided under these FCC rule provisions will only in the future be made available if the State Commission files the requisite certification pursuant to 46 C.F.R. § 54.314.

2. The certification required to receive federal universal service support for all four quarters during calendar year 2023 is currently due to be filed with the FCC and USAC on or before October 1, 2022. The certification may be presented to these entities in the form of a letter from the State Commission. The letter must identify which carriers in the State are eligible to receive federal support during the 12-month period and must certify that the carriers listed will only use the support for the provision, maintenance and upgrading of facilities and services for which the support is intended.

3. Midcontinent is a competitive local exchange telephone company that has previously been designated by this Commission as a Competitive ETC (CETC). Midcontinent provides local exchange telephone services, including all of the essential services that are included in federal definition of universal service within its established service area in South Dakota, North Dakota, Kansas and Minnesota.

4. As required by the provisions of §54.313(a)(3), Midcontinent is committed to providing service throughout its existing service areas to all customers making a reasonable request for service. Midcontinent has, since 2005, served as a competitive eligible telecommunications carrier within its

established service areas. Midcontinent already has extended wireline local exchange network facilities throughout its service area as necessary to make all essential local exchange services that are support by federal universal service available to end-user customers within its service area. Consistent with its past practice, Midcontinent hereby certifies that it will provide service on a timely basis to all requesting customers within its designated ETC service area. In certain cases, the provisioning of this service may require a customer in a new location to first meet the requirements of Midcontinent's line extension policies. These line extension policies are, however, consistent with the requirement under both federal and state law to meet all reasonable requests for service. In 2021, Midcontinent fulfilled all requests for telephone service in its service area. Midcontinent certifies that it is complying with applicable service standards and consumer protection rules. Midcontinent also certifies that in those exchanges where service is being offered, it offers local usage plans comparable to the incumbent local exchange provider.

5. Midcontinent certifies that it has the ability to remain functional in emergency situations as required by the provisions of §54.313(a)(6). Midcontinent is currently in compliance with this Commission's "auxiliary and battery power requirements" set forth in §54.202(a)(2).

6. In accordance with §54.314, Midcontinent certifies that all federal high-cost support received during 2021 was and will be used for the provision, maintenance, and upgrading of facilities and services for which the support is intended.

7. Midcontinent certifies that it does provide equal access to long distance carriers.

8. In addition to the information included in CONFIDENTIAL Exhibit A, the following information is provided to meet the Commission's "Certification requirements" set forth in ND Administrative Code §69-09-05.12.1:

- Midcontinent's service quality improvement plan is to continue to upgrade its telecommunications facilities and equipment as necessary to meet evolving service requirements and maintain high quality service throughout its service area. As a competitive local exchange carrier, Midcontinent upgrades and replaces facilities and equipment as necessary. In furtherance of its service quality improvement plan, Midcontinent will use any high-cost universal service amounts received by it to offset expenditures incurred as it continues to upgrade and replace facilities and equipment. In addition, Midco will provide service to underserved and unserved areas as required by the particular high cost program funding awarded. Midcontinent's Actual Capital Expenditures for 2021 and Estimated 2021 Capital Expenditures are attached as CONFIDENTIAL Exhibit B.
- During calendar year 2021, Midcontinent did not experience any unplanned service outage affecting at least 10 percent of its end user customers, for a period lasting longer than 30 minutes.

- Midcontinent was able to provide service to all potential customers that requested service during 2021, and as of December 31, 2021, Midcontinent had no unfulfilled requests for service.
- During 2021, Midcontinent Communications did not receive any complaints.

9. An eligible telecommunications carrier, under ND Administrative Code § 69-09-05-12.1, is also required to demonstrate annually of its Lifeline and Link-up assistance program outreach. Midcontinent's Lifeline outreach program includes information and application form on its website, [www.midco.com/internetassistance](http://www.midco.com/internetassistance).

Midcontinent's telephone service brochures and the handbooks provided to new telephone customers provide information on the availability of Lifeline assistance. Also, at least annually Midcontinent advises customers of the program through statement messaging, during 2021 messages ran in September. Midcontinent also ran commercial spots on cable TV periodically during 2021. All Lifeline Advertising and Outreach campaigns are provided in Exhibit C.

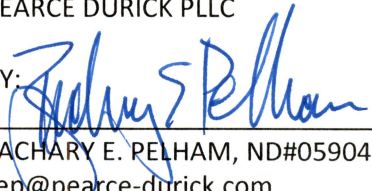
Based on all of the forgoing information including the information provided on Confidential Exhibits A, and B, Midcontinent requests that this Commission issue an appropriate certification to the FCC and USAC indicating that Midcontinent Communications is in compliance with 47 U.S.C. § 254(e) and should receive all federal universal service support determined for distribution to Midcontinent in 2023. In order to ensure that certification is issued to the FCC prior to October 1, 2022, Midcontinent would further ask the Commission to expedite the process that is initiated based on this filing.

Dated this 30<sup>th</sup> day of June, 2022.

Respectfully Submitted,

PEARCE DURICK PLLC

BY:



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*Individually and as Members of the Firm  
Attorneys for Midcontinent Communications*

**Exhibits to Midcontinent's 2022 ETC Filing:**

- Exhibit A- Operating Expenses (**CONFIDENTIAL – NOT FOR PUBLIC**)
- Exhibit B - Two Year Capital Expenditures (**CONFIDENTIAL – NOT FOR PUBLIC**)
- Exhibit C - Lifeline Advertising and Outreach
- Exhibit D - Affidavit

**MIDCONTINENT COMMUNICATIONS**

**Exhibit C**

**Lifeline Terms, Conditions  
Advertising and Outreach**

### Terms & Conditions of Lifeline Plans

Lifeline provides discounts on Midco residential service plans that include voice and data service. Lifeline discounts provided to qualified recipients include the \$9.25 per month federal Lifeline discount for broadband and \$5.25 for voice plus state discounts, if applicable.

Midco's flat-rated residential voice service plans provide unlimited local calling. Lifeline discounts may be applied to bundled service packages that include voice services, internet service and/or video service. Lifeline discounts may also apply to voice service plans that include optional calling features such as caller ID, call waiting, and voicemail.

Toll service is available to customers receiving Lifeline discounts in the same manner that it is available to non-Lifeline customers. Toll limitation service is available to Lifeline customers at no charge.

Information concerning Midco's Lifeline program can be found on our Lifeline web page at [www.midco.com/internetassistance/](http://www.midco.com/internetassistance/)

## LIFELINE ADVERTISING AND OUTREACH

Item	Activity	Description	Dates Distributed
1	Midco website	Website content containing Lifeline program information. URL <a href="http://www.Midco.com/Internet-Assistance">www.Midco.com/Internet-Assistance</a> Information includes, but is not limited to, program qualifications and guidelines, program links, Lifeline application link and contact information for USAC Lifeline Support Center.	Perpetual
2	Customer Annual Notice	Regulatory requirement to customers to include certain information about their products and services, including, but not limited to, installation and service maintenance policies and practices, complaint resolution procedures, and Lifeline reference information.	Annually August
3	Customer Annual Statement Notice	Regulatory requirement to notify customers of Lifeline program. Statement language includes: <i>The federal Lifeline assistance program provides discounted home phone and internet services to low-income households. Find program details and the application at Midco.com/Internet-Assistance or contact us at 1.800.888.1300.</i>	Annually
4	Cable System Ads	Cross-channel commercials advertising Lifeline program. Advertising spot includes the following script: <i>At Midco, we believe being connected is important. You use your internet and phone to pay bills, complete homework and stay in touch with family and friends. But we know for some people, a home phone or internet connection is just not affordable. We're here to change that with the Lifeline assistance program. Qualifying households can get home phone service at a reduced monthly rate and broadband internet for less than \$10 a month. To find out if you qualify for Lifeline assistance, call 1.800.888.1300 or visit Midco.com/Internet-Assistance.</i>	Monthly  <u>Total ND advertising spots for 2021:</u> 24,425
5	Assistance Programs – Statement inserts	Assistance program information included on customer statement if customers are behind on bill payments. Messaging includes: <i>Midco partners with the federal government to offer eligible households discounted internet services through the Affordable Connectivity Program and discounted home phone and internet services through Lifeline. Learn how to apply at Midco.com/Internet-Assistance or call 1.800.888.1300 for details.</i>	Perpetual

Item	Activity	Description	Dates Distributed
6	Lifeline – Customer Service Contact	Agents share assistance program information during customer contact with our call center, if customer is behind on bill payments.	Perpetual
7	Lifeline Awareness Week	Social media posting advertising Lifeline assistance program with link to program information. Messaging includes: <i>Did you know that you might be eligible for discounted home phone and internet? It's Lifeline Awareness Week and we're spreading the word about the financial assistance programs through Midco. Head over to Midco.com/Internet-Assistance to learn more about Lifeline and Affordable Connectivity Program.</i>	September 14-18
8	New Customer Statement messaging	Assistance program information included on customer's first statement. Messaging includes: <i>Assistance: Low-income telephone subscribers may qualify for Lifeline Assistance Programs. Visit Midco.com/Lifeline or call 1.800.888.1300 for details.</i>	Perpetual
9	Midco Customer Experience Center	Assistance program information digitally displayed on monitors at Midco's Customer Experience Centers.	Perpetual
10	Community Outreach Flyer	Flyer, in both English and Spanish, outlining program benefits, eligibility criteria and how to apply.	Distributed at Midco sponsored community events throughout the year
11	Social Media	Assistance program information provide through Facebook posts. Messaging includes: <i>Need help paying for internet or home phone services? We can help! See if you're eligible for Lifeline or the Affordable Connectivity Program at Midco.com/Inter-Assistance.</i>  Second message: <i>Are you more of a phone caller or video chatter? However you like to connect, Midco wants to help. Eligible households can receive financial assistance through Lifeline and the Affordable Connectivity Program. Learn more and apply at Midco.com/Internet-Assistance</i>  Third message: <i>Keeping you connected is Midco's mission. That's why we're partnering with the federal government to offer financial assistance programs for internet and home phone services. See if you're eligible and learn how to apply at Midco.com/Internet-Assistance.</i>	Quarterly

Item	Activity	Description	Dates Distributed
12	Midco IVR Messaging	<p>Messaging within Midco's Customer Service IVR providing program information. Generic messaging includes: <i>Staying connected is essential. At Midco, we want you to have access to quality internet and home phone. We've partnered with the federal government to deliver financial assistance for these services through Lifeline and the Affordable Connectivity Program. See if you're eligible and learn how to apply for these programs by asking your Midco representative or by visiting Midco dot come slash internet assistance. ¿Hablas español? Talk to one of our Spanish-speaking representatives</i></p> <p>Targeted messaging includes: <i>You may be eligible to receive certain Midco services at a discounted price. Midco has partnered with the federal government for two assistance programs. The Lifeline Program offers monthly credits for internet or home phone services. While the Affordable Connectivity Program delivers up to thirty dollars per month for internet. See if you're eligible and learn how to apply for these programs by asking you Midco representative or by visiting Midco dot come slash internet assistance. ¿Hablas español? Talk to one of our Spanish-speaking representatives</i></p>	On rotation

## Federal Assistance Programs

### Keeping You Connected

Whether it's keeping in touch with family, searching and applying for a job, studying, or paying bills – staying connected is important for everyone. If you're a low-income household, you may be eligible to receive assistance for more affordable home phone or internet access.

#### Lifeline Assistance

Lifeline is a federal program intended to put home phone and internet services within your reach. This isn't a promotion or special offer. If you live in a state where Midco is an eligible telecommunications carrier (ETC) and Midco services are available at your home address, you may qualify for this program.

[LEARN MORE](#)

#### Affordable Connectivity Program

If you need help paying for internet services, the [Affordable Connectivity Program \(ACP\)](#) is here. Midco is partnering with the Federal Communications Commission (FCC) to provide financial assistance in order to keep you connected.

[LEARN MORE](#)

## Affordable Connectivity Program

The Affordable Connectivity Program is a new federal program to help eligible families stay connected to internet services.

### ACP Benefits

Eligible households will receive:

- Up to \$30 per month for internet services.<sup>1</sup>
- Up to \$75 per month for those living on tribal lands.<sup>2</sup>

### ACP Eligibility

You are eligible for the ACP program if anyone in your home:

- Has an income that is at or below 200% of the federal poverty guidelines.
- Participates in certain assistance programs, such as SNAP, Medicaid, Federal Public Housing Assistance, SSI, WIC or Lifeline.
- Participates in Tribal specific programs, such as Bureau of Indian Affairs General Assistance, Tribal TANF or Food Distribution Program on Indian Reservations.
- Is approved to receive benefits under the free and reduced-price school lunch program or the school breakfast program, including through the USDA Community Eligibility Provision in the 2019-2020, 2020-2021, or 2021-2022 school year.
- Received a Federal Pell Grant during the current award year.
- Meets the eligibility criteria for a participating provider's existing low-income program.

### How to Apply

The Affordable Connectivity Program is now accepting applications.

1. Go to [affordableconnectivity.org](https://affordableconnectivity.org) to submit an application or print out a mail-in application.
2. Contact Midco to select a plan and have the discount applied to your bill.

[APPLY NOW](#)

#### ¿Hablas español?

Hable con uno de nuestros representantes que le atenderán en español.

[1.800.866.1300](tel:18008661300)

### ACP Complaints

Complaints about the ACP program, eligibility or services received through the program can be reported to Midco. Participants can also contact the FCC at [1.888.225.3322](tel:18882253322).

## Lifeline Assistance

### Broadband Assistance

- Enjoy cost-effective connectivity with no installation fee and rent-free modems.
- Credit can be applied to most tiers of Midco internet services.

### Home Phone Assistance

- Get reliable digital home phone service at a reduced monthly rate.<sup>1</sup>
- There's no installation fee, and it includes free long-distance blocking upon request.

### Eligibility

Lifeline Assistance is available to qualifying new and current customers who meet income guidelines. Some of the other eligibility requirements include:

- Only one Lifeline credit is allowed per household.
- Only one Lifeline credit is allowed per individual.
- Midco service must be in the eligible participant's name or they must certify that the program participant is a member of the household.
- You may be required to recertify household eligibility at any time. Failure to recertify may result in termination of the Lifeline benefit.
- Lifeline assistance cannot be transferred to another person.

### How to Apply

There are three different ways to apply for the Lifeline Assistance Program:

1. Visit the [FCC Lifeline](#) site to check your eligibility status and to apply.
2. [Download the PDF Lifeline application](#) and mail it with your **proof of eligibility document(s)** to USAC, Lifeline Support Center, PO Box 7081, London, KY 40392.
3. Contact us at 1.800.866.1300. We'll mail you a form to fill out and send to USAC with your **proof of eligibility document(s)**.

If you need help, call the Lifeline Support Center at 1.877.526.1325.

[APPLY ONLINE](#)
[DOWNLOAD APPLICATION](#)

## Minnesota Customers

Having trouble paying for phone or internet service? Minnesota's [Telephone Assistance \(TAP\)](#) and the federal Lifeline program help make these services affordable to low-income consumers.

TAP offers a \$30 per month discount on home landline telephone service. The Lifeline program offers a \$5.25 per month discount on home landline service or \$9.75 per month discount on internet service. Program eligibility is based on income. Consumers enrolled in certain federal programs may already be eligible.

[LEARN MORE](#)

## FAQ

What qualifications must I meet to be eligible?



MIDCO®

# Keeping you connected.

## Internet and home phone assistance programs from Midco®.

Whether it's for school, work or to stay in touch with family and friends, everyone deserves to have access to affordable internet and home phone services. Midco is proud to partner with the federal government for two assistance programs.

### Lifeline Benefits

- Used for internet or home phone services
- Provides up to \$9.25 per month
- Provides up to \$34.25 per month for those living on tribal lands during the current award year
- Meets the eligibility criteria for a participating provider's existing low-income program

### Eligibility

**If any household member meets any of the criteria below, you may be eligible for Lifeline.**

- Has an income that is at or below 135% of the federal poverty guidelines
- Participates in certain assistance programs, such as SNAP, Medicaid, Federal Public House Assistance, SSI or Veterans Pension and Survivors Benefit
- Participate in tribal specific programs, such as Bureau of Indian Affairs General Assistance, Tribal Head Start, Tribal TANF or Food Distribution Program on Indian Reservations

### Affordable Connectivity Program (ACP) Benefits

- Used for internet services
- Provides a \$30 credit per month
- Provides a \$75 credit per month for those living on tribal lands

### Eligibility

**If any household member meets any of the below criteria, your household may be eligible for ACP.**

- Has an income that is at or below 200% of the federal poverty guidelines
- Participates in certain assistance programs, such as SNAP, Medicaid, Federal Public Housing Assistance, SSI, WIC or Lifeline
- Participates in tribal specific programs, such as Bureau of Indian Affairs General Assistance, Tribal TANF or Food Distribution Program on Indian Reservations
- Is approved to receive benefits under the free and reduced-price school lunch program or the school breakfast program, including through the USDA Community Eligibility Provision in the 2019-20, 2020-21 or 2021-22 school year
- Received a Federal Pell Grant during the current award year
- Meets the eligibility criteria for a participating provider's existing low-income program

### Apply

1

Visit [NationalVerifier.ServiceNowServices.com/Lifeline](https://NationalVerifier.ServiceNowServices.com/Lifeline) to apply for Lifeline.

Visit [AffordableConnectivity.gov](https://AffordableConnectivity.gov) to apply for ACP.

2

Contact Midco to select a plan and apply the discount to your bill.

### Questions?

Midco  
**1.800.888.1300**  
[Midco.com/InternetAssistance](https://Midco.com/InternetAssistance)

Services may not be available in all areas, and some restrictions may apply. The ACP credit can only be used for internet services. Your balance cannot go below zero.



MIDCO®

# Manteniéndote conectado.

## Programas de asistencia para Internet y teléfono residencial de Midco®.

Ya sea que lo uses para la escuela, el trabajo, o para mantenerte en contacto con tu familia y amigos, todos merecen tener acceso a servicios de Internet y telefonía residencial a precios accesibles. Midco se enorgullece de haberse asociado con el gobierno federal para ofrecer dos programas de asistencia.

### Los Beneficios de Lifeline

- Se aplican a los servicios de Internet o de teléfono residencial
- Proveén un descuento de hasta \$9.25 por mes
- Proveén un descuento de hasta \$34.25 por mes a aquellos que residen en zonas tribales

### Elegibilidad

**Si algún miembro del hogar cumple con alguno de los requisitos presentados a continuación, usted puede ser elegible para Lifeline si:**

- Tiene un ingreso igual o inferior al 135% del de las pautas federales de pobreza
- Participa en alguno(s) de los programas de asistencia, tales como el Programa de Asistencia de Nutrición Suplemental (SNAP), Medicaid, Asistencia Federal de Vivienda Pública, Seguro de Ingresos Suplementarios (SSI) o Pensión para Veteranos y Beneficios para Sobrevivientes
- Participa en programas destinados a grupos tribales tales como la Oficina de Asistencia General para Asuntos Indígenas, Tribal Head Start, Tribal TANF o el Programa de Distribución de Alimentos en Reservas Indígenas

### Los Beneficios del Programa de Conectividad Accesible (ACP)

- Se aplican a los servicios de Internet
- Proveén un descuento de hasta \$30 por mes
- Proveén un descuento de hasta \$75 por mes a aquellos que residen en zonas tribales

### Elegibilidad

**Si algún miembro del hogar cumple con cualquiera de los criterios presentados a continuación, usted podría ser elegible para los beneficios ACP si:**

- Tiene un ingreso igual o menor al 200% del de los parámetros federales de pobreza
- Participa en alguno(s) de los programas de asistencia, tales como el Programa de Asistencia de Nutrición Suplemental (SNAP), Medicaid, Asistencia Federal de Vivienda Pública, Seguro de Ingresos Suplementarios (SSI), WIC o Lifeline
- Participa en programas destinados a grupos tribales, tales como la Oficina de Asistencia General de Asuntos Indígenas, TANF Tribal o Programa de Distribución de Alimentos en Reservas Indígenas
- Está aprobado para recibir beneficios bajo el programa de almuerzo escolar gratuito o de precio reducido o el programa de desayuno escolar, incluso a través de la Disposición de Elegibilidad Comunitaria del USDA en el año escolar 2019-20, 2020-21 ó 2021-22
- Recibió una Beca Federal Pell durante el ciclo escolar actual
- Cumple con todos los criterios de elegibilidad para el programa de bajos recursos disponible a través de un proveedor participante

### Cómo Aplicar

1

Visita **NationalVerifier.ServiceNowServices.com/Lifeline** para aplicar por el programa Lifeline.

Visita **AffordableConnectivity.gov** para aplicar por el Programa de Conectividad Accesible (ACP).

2

Contacta a Midco para elegir un plan y aplicar el descuento correspondiente a tu factura.

### ¿Preguntas?

Midco  
**1.800.888.1300**  
**Midco.com/InternetAssistance**

# 2021 Annual Notice



Midcontinent Communications\* ("Midco," "we" or "us") is committed to providing you, our customer ("you" or "customer"), with state-of-the-art technology and exceptional customer service. This Notice summarizes Midco's policies and practices that directly affect you as a Midco\* customer. Use of your Midco services indicates your agreement to abide by these policies and terms. We will send you written, electronic or other appropriate notices when we make material changes to these policies and practices and when they will take effect. If you find the changes unacceptable, you have the right to cancel your service. However, if you continue to receive services after the effective date of any change, this will serve as your acceptance of the changes communicated to you.

## CUSTOMER CARE - OUR PLEDGE TO YOU

- For residential accounts only, if for any reason, you are not completely satisfied with your new or upgraded service during the first thirty (30) days from installation, we will refund all charges, including installation.
- Under normal operating conditions, the average telephone call answer time by a customer service representative will not exceed thirty (30) seconds after you have selected the prompts to direct your call to the team that can assist you.
- We will notify you a minimum of thirty (30) days in advance of any price or channel change that is within our control. Changes in taxes or other government-related charges are not within our control and will be communicated to you as soon as possible.

## Service Calls/Installations:

- We offer a variety of appointment schedules Monday through Friday. In some areas, evening and Saturday appointments are also available. Based on the schedule, we will inform you of the arrival time for the technician.
- Specific service timeframes are not available in all areas. We then offer one-half day or full-day appointment windows, as available.

## Service Disruptions:

- We will respond to any area service disruption within twenty four (24) hours. (An area service disruption occurs when it impacts multiple customers.)
- Under normal business conditions, we will begin working on individual customer service disruptions promptly within twenty four (24) hours after receiving notice of any condition within our control. We will begin actions to correct any other service problems within one business day after we receive notification of the service problem.
- Equipment may be mailed to your location for installation. You are responsible for that equipment.

## PRIVACY

### General Privacy Policies

**Authorized Users:** If you choose to add an authorized user to your account, you are granting total account access to that person. This means an authorized user can obtain billing and service information, have access to call records, make payments, install, upgrade, downgrade or disconnect services, as well as take over responsibility of the account by removing your name as the account holder through the Change of Account Responsibility process.

**Protection of Nonpublic Personal Information:** We consider the privacy of our subscribers to be very important, and we are committed to keeping nonpublic personal information about our subscribers secure and confidential. Midco's Privacy Policy can be viewed at [Midco.com/Legal](http://Midco.com/Legal). This notice does not cover information that may be collected through any other products, services or websites, even if accessed through our services or cable system. You should read the privacy policies for these other products, services and websites to learn how they handle your personal information.

**Pertinent Personal Information:** "Personally identifiable information" is information that identifies a particular person; it does not include aggregate data that does not identify a particular person or persons. The personally identifiable information that we collect concerning our customers in connection with the provision of our services includes (i) contact information including your name, billing address, and home, business and mobile telephone numbers, as well as email and text messaging addresses; (ii) social security and driver's license numbers; (iii) billing, payment and deposit records, including credit card and bank account numbers used to pay for our services; (iv) credit information, maintenance and complaint information, including customer correspondence and communications records; and (v) the services you have chosen to receive and information about the television sets, set-top boxes, and other equipment and devices connected to our cable system. When you use our interactive or other transactional services such as ON Demand video or pay-per-view, we may collect certain information about your use of these services. If you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities, as well as your landlord's name, address and telephone number. We collect and use this information for billing and collections, programming, marketing, maintenance, and other cable-related purposes, including the detection of unauthorized reception of cable services. We may collect such information during the period of time that you are receiving service and for a reasonable amount of time thereafter (for purposes of follow-up billing, etc.). We may combine the personally identifiable information that we collect about you as part of our regular business records with information about you obtained from third parties for the purpose of creating an enhanced customer database to help us identify other services we, or our affiliates, provide that might interest you. We will destroy the personally identifiable information when the information is no longer necessary to conduct our service-related activities and is not required by us for other legitimate business reasons such as tax or accounting purposes. We also may collect anonymous and/or aggregate viewing information which does not identify you personally for any reason, including determining which programs are most popular, how many people watch the show, and which cable features are used most often.

**Disclosure of Information - Personal Privacy Protection:** Midco strives to protect your privacy and will not release personally identifiable information we have collected about you in connection with the operation of our cable system without your consent, except to those businesses or individuals lawfully permitted to receive it. We may disclose personally identifiable information about you to others without your consent if necessary to conduct a legitimate business activity related to a service we provide to you. For example, if necessary, we may occasionally disclose your name, address, or other subscriber information we have collected to an affiliate or another

unrelated company for the following purposes: (a) to assist us in providing administrative services and customer assistance; (b) to prepare, print, or deliver monthly invoices for our services or other marketing or informational materials that we distribute to our customers; (c) to prepare and conduct subscriber surveys that allow us to assess and enhance the services we provide to our customers; (d) to collect a past due bill; or (e) to develop or maintain software for us. You may prohibit or limit disclosure of your name and address for mailing lists by contacting us at 1.800.888.1300.

We may be legally required to release your personal information to the government or a third party due to a law, court order, subpoena, or other government order or legal process. We also may release your personal information if we believe an emergency involving danger of death or serious physical injury or a credible threat to children or public safety requires disclosure. When allowed by law, we will notify you before releasing your personal information to give you a chance, if you decide it is in your interest, to seek advice from an attorney. In some situations, we are legally prohibited from providing you with any notification regarding the release of your personal information.

**Anonymized Information:** Information that is anonymized (stripped of any information that could be used to identify you) may be used by Midco for any reason and shared freely with affiliates, partners and other third parties, including advertisers, content providers, audience measurement and market research firms. These firms may combine this information with details about you or your community (such as census neighborhood information) to generate audience analysis data that helps us and our network partners decide which programs and channels to carry, and to improve our cable TV services. We may also use this information to provide a more personalized experience by directing advertisers to channels that produce more sales as they consider, design, and evaluate advertising campaigns. This information may then be further aggregated (combined with information from many other users), and may include information such as traffic patterns, trends in connection with various types of transactions, and other information.

**Home Network Services:** In some areas, we may offer home network services to our customers.

To provide these services, we install software on equipment leased to our customers for use in their homes. The software allows us to troubleshoot home networking problems and monitor the use of electronic devices in the home which are connected to our network, including the operational status, type and number of devices connected in your home at any particular time, and their signal strength, data usage, and other performance measures. Any information collected performing this service will be destroyed when the information is no longer necessary to conduct our service-related activities and is not required by us for other legitimate business reasons.

**Voice Assistance Devices:** If you link a voice assistance device to your home network or device, that device may transmit data to its controlling outside entity or location. Midco has no control over what you authorize, and your device has access to or what information that device does transmit to an outside entity. Only you control that data access. For information on what that device does access and share, review the privacy policy provided by that device's company.

**Your Right to Review Personal Information:** The personally identifiable information about you that Midco collects and maintains is available for your review at a Midco Customer Experience Center during normal business hours, or call 1.800.888.1300 for assistance. We will correct our records if you make a reasonable showing that any of the information we have collected is inaccurate.

## VOICE PRIVACY POLICY

**Do-Not-Call Policy:** Midco has adopted its Do-Not-Call policy to ensure that we honor the privacy preferences of our customers and potential customers. Our policy is to comply with all applicable federal and state Do-Not-Call laws and to refrain from making any voice calling solicitations to any person who has indicated a desire not to receive such calls. This policy shall be followed by all persons who use the voice calling to market the residential services offered by Midco. You may obtain a copy of this policy at one of our Customer Experience Centers, by contacting us via mail at P.O. Box 5010, Sioux Falls, SD, 57117, or by calling 1.800.888.1300.

## Cable Privacy Policy

**Noncompliance:** If you believe we have violated your cable television privacy rights as established by law, we encourage you to contact us directly to resolve your question or concern. In addition to other remedies that may be available to you under state law, you may bring a civil action against us in a United States District Court to enforce the limitations imposed on us by federal law with respect to your personally identifiable information.

## GENERAL TERMS AND CONDITIONS

The following are general Terms and Conditions of the Agreement you accept when you receive Midco's services. For purposes of this Agreement, Midco services may include, but are not limited to, cable television service, internet service and voice service, each a "Service" and collectively the "Services."

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

Midco reserves the right to refuse service if:

- An applicant is indebted to Midco for past bills incurred and refuses to liquidate the debt;
- An applicant refuses to pay a reasonable deposit, advance payment, or installation charge;
- An applicant has been suspended or disconnected on three (3) prior occasions;
- An applicant, although not personally liable to Midco, is attempting to return any Service to an indebted household and no attempts are forthcoming to liquidate the debt of that household;
- An applicant fails to provide reasonable and legal means of identification;

An applicant is in violation of governmental or Midco rules concerning evasion of payment, use of a Service for unlawful purposes, annoyance of other patrons, or interference with, or destruction of, Service facilities.

1. Some customers may receive one or more Services pursuant to a separate written contract with Midco. When such a written contract exists, any contract terms relating to a Service that are different from the general terms contained in this document shall govern the specific Service provided to the customer. Terms and conditions of service contained in this document that are not inconsistent with such a written contract also shall apply.
2. Use of Midco's interstate and intrastate Services constitutes acceptance of the current version of the Terms and Conditions as posted on Midco's website (except for those terms and conditions governed by a written contract as set forth above). These Terms and Conditions of service may be modified from time to time at Midco's sole discretion, consistent with applicable legal requirements. Continued use of Midco Services constitutes acceptance of the modified Terms and Conditions of service as posted.
3. Midco's Services are provided subject to the availability of facilities and subject to the applicable Terms and Conditions for such facilities. Services provided by Midco may be connected with Services or facilities of other carriers, or may be provided over facilities provided by carriers other than Midco. Any Service provided by Midco, however, is not part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.
4. During normal installation, Midco may need to install equipment either on an exterior or interior wall. That installation may require the drilling of a hole to mount the equipment. By requesting service, Customer is deemed to consent to this installation.
5. Midco reserves the right to discontinue Service when the Customer is using the Service in violation of the provisions of the applicable terms and conditions described in this Annual Notice. Midco reserves the right to discontinue Service without notice when it receives a threat of harm to the company, its equipment, or its employees. Customer agrees that the Services provided by Midco will be utilized solely in accordance with all applicable laws, and we reserve the right to discontinue a Service if it is being used in an unlawful, unauthorized or fraudulent manner. Services will not be provided if any law enforcement agency, acting within its jurisdiction, advises Midco that such Services are being used, or are likely to be used, in violation of the law and/or in a fraudulent manner, or if required by a court order or any order of any regulatory or law enforcement authority. If Midco receives other evidence giving reasonable cause to believe that such Services are being used, or are likely to be used, for unlawful, unauthorized and/or fraudulent purposes, it may, in its sole discretion and without notice, immediately discontinue or refuse to provide the Services and/or refer the matter to the appropriate law enforcement agency in accordance with law.
6. Equipment leased from Midco to support each Service you receive remains the property of Midco. Customers are responsible for the return of all Midco equipment in working condition within five (5) calendar days of Service being disconnected. If equipment is not returned, or returned in non-working or poor condition, applicable equipment charges will be placed on the customer account and will be due immediately. If the equipment is returned after five (5) calendar days, however, we will reverse the charges if the equipment is in good, working condition. Equipment returned more than two (2) years after the account is closed will not be credited.
7. A Service may be used for any lawful purpose for which the Service is technically suited consistent with the transmission and switching parameters of the facilities used in providing the service. Customer shall not resell or redistribute (whether for a fee or otherwise) any Service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof.
8. MIDCO SHALL NOT BE LIABLE TO CUSTOMERS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT. In no event shall Midco be liable for the acts, omission, or delays imposed or caused by third-party vendors providing necessary services to Midco. Any Midco liability to Customer for any damages of any kind under this Agreement shall not exceed, in amount, a prorated share of the charges for the Service involved; and these damages will apply only if there is a Service interruption lasting at least twenty four (24) hours from the time you notify Midco of the interruption. Remedies under this provision are exclusive and limited to those expressly described herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. If a voice customer's directory listing contains an error or omission, Midco will provide customer's correct name and telephone number to a calling party. Midco's liability for any errors or omissions in any voice directory listings is limited to the changes made or charges for the listing itself. MIDCO SHALL NOT BE LIABLE TO CUSTOMERS OR OTHERS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS. Midco reviews your submitted directory listing information for accuracy. While we are careful to ensure your information is accurately provided to the publisher, we cannot guarantee complete accuracy by the publisher or be responsible for any errors in publishing by that party.
10. Midco shall not be liable for and shall be fully indemnified and held harmless by customer against any claim or loss, expense or damage, defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted to or from any customer over Midco's facilities.
11. Services are subject to forfeiture of volume discounts (where applicable) if payments are made after the due date and are not in dispute. In addition, when your payment for Services is not received by the due date, late payment charges will be assessed. A service charge in the maximum amount allowed by the state where we deliver the Service to the customer will be assessed if, for any reason, a customer payment to Midco is returned, denied or payment is not in an acceptable form. The same service charges also are applicable on unacceptable/denied payments made through My Account Online Bill Pay at **Midco.com/MyAccount** or pay by telephone.
12. The customer is liable for any legal fees incurred by Midco in collecting a past-due amount. The amount of these fees can be determined by a court if the proceedings are fully litigated. If the customer agrees to Midco's demand for payment before a judgment is rendered, Midco will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.
13. Any governmental fees, taxes, assessments, or charges of any kind imposed upon Midco, the customer, or the transaction between Midco and the customer shall be charged to

customers receiving Midco's Service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among applicable customers uniformly on the basis of customer monthly charges for the types of Service made subject to the taxes or fees.

14. Inquiries, general questions, or complaints may be directed informally to Midco at **Midco.com/Contact** or in writing to Midco Communications, P.O. Box 5010, Sioux Falls, SD, 57117. Business and residential customers can reach the Midco Customer Care team by calling 1.800.888.1300. Complaints or questions concerning Midco's Internet Service Performance, Terms, and Network Management Disclosure should be emailed to [netdiscovery@midco.net](mailto:netdiscovery@midco.net) or mailed to Midco Network, 3901 N Louise Ave., Sioux Falls, SD 57107. Complaints concerning Midco's charges, practices, facilities, or Services will be investigated promptly and thoroughly. Midco will keep records of each complaint, showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Midco to review and analyze its procedures and actions. If your complaint about a Service is not resolved by Midco, you may file a complaint, as appropriate, with the state Public Utilities Commission, the state Public Service Commission, Federal Communications Commission, or local franchising authority for its consideration of your complaint concerning such Service.
15. Prior to the disconnection of Service not requested by a customer, Midco shall, to the extent feasible, provide a written notice to the customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the Service. The notice will include information concerning how a Midco representative can be reached to provide additional information about the disconnection. Customers are responsible for the return of all Midco equipment in working condition in accordance with Section 5 of these terms and conditions.
16. Service may be limited, reprioritized, refused, disconnected, or suspended immediately without notice if Midco determines that: (a) a condition on the customer's premises is hazardous; (b) the customer uses the Service in such a manner as to adversely affect Midco's equipment or Midco's service to others; (c) equipment furnished, leased, or owned by Midco is subject to tampering; (d) there is unauthorized use of Midco's Services, equipment or facilities; or (e) the customer becomes abusive to Midco employees.
17. All Services are offered subject to availability, which may vary by geographic area and may depend on the availability of facilities owned by or leased to Midco. Some Services are not available in all areas.
18. Certain third-party applications and services that use voice lines do not conform to voice industry standards. For that reason, Midco is not responsible for compatibility of third-party applications and services with Midco voice products.
19. An authorized person 18 years of age or older must be present throughout the service visit by our technicians. Our installation and service technicians will not enter your home or complete the work order unless an authorized person is present.

**Items 20 through 28 apply only to Midco Voice Service:**

20. Through our voice service, Midco is committed to providing our customers with access to police, fire and rescue services through 911/E911, a service that automatically provides the address you have registered with Midco to your local 911 dispatcher when you call 911 and that permits your local dispatcher to call you back if necessary. Midco has engineered its voice service to comply with the voice industry standards for reliability and access to 911. This includes the availability of backup power of up to twenty-four (24) hours for our voice network and monitoring to provide additional backup for longer outages. As with any other voice service provider, Midco voice service, including 911 calls and E911 service, will be unavailable if the lines between your home and the network switch are disabled due to a catastrophic condition, such as a storm, and E911 service may be unavailable due to problems at the government's call center that are outside Midco's control. If you choose to have a battery backup, as long as this battery backup unit is charged and functioning, your Midco voice service will continue to work for up to the output time of the battery, but you may not be able to make calls, including 911 calls, if there is a power outage for more than the length of time specified in your battery backup. You have the option, at your expense, to add a twenty-four (24) hour, backup battery. Contact us for ordering information. The device and battery must be located in an area that is properly ventilated, but will not be subject to damage by moisture, pets, temperature extremes or small children. The device will usually be wall-mounted, where it will be accessible to our technicians and to the customer.
21. You are responsible for monitoring the battery life of the voice equipment in your home or business. If there is an indication that the battery needs to be replaced or the battery is missing, please contact us, and we will send one to you at a reasonable charge so long as you utilize Midco voice service. If you do not replace your batteries, your voice service may not continue to work during a power outage.
22. With Midco voice service, your voice modem is set up to provide service to the address you provided when you signed up for service, and will not work if you move it outside the local Midco voice network. Please do not move this equipment to another location without first contacting Midco at 1.800.888.1300 or at **Midco.com/Contact**, so we can change the address to reflect the new location and ensure that the right information is provided if you have to call 911. Changes in your location information will not be available to E911 operators immediately because of limitations in the process for updating that information. If you move the voice modem without informing Midco, you may still be able to call 911, but E911 service will not work properly.
23. Customers agree that the residential Service that Midco provides will be used solely for customer's personal, residential, non-commercial use; Customer shall not use the Service for any commercial or governmental activities, profit or non-profit, including, but not limited to: home office, business, call center services, sales, telecommuting, transcription, telemarketing, auto-dialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage. Customer agrees that if customer uses the Service for any prohibited commercial or governmental purpose, customer will pay any applicable higher rates for such use during all past periods, and Customer will adhere to any and all Midco policies, rules and regulations related to the Service. Customer acknowledges that Midco may adopt or change such policies, rules and regulations at any time.
24. Midco reserves the right to disconnect Service without notice (except as required by applicable law) for any prohibited transmissions or uses and to terminate the Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage

concentrated over consecutive dates, or usage that may be deemed to be business or commercial use. Customers are responsible for the return of all Midco equipment in working condition within five (5) calendar days of Services being disconnected in accordance with Section 5 of terms and conditions.

25. The amount of long-distance minutes used by a customer may be monitored and the customer may be required to provide all relevant voice records to Midco if there are indications of usage abuse of this Service in violation of the service agreement.
26. Midco is not responsible for the operability or maintenance of any wiring between the voice modem or network interface device, as applicable, and customer's telephone ("inside wiring"), whether that wiring is owned by customer or a third party. Customer will be charged for a service call and all applicable repair charges if Midco responds to a request for service and determines that the problem is caused by the inside wiring or equipment owned by the customer or a third party.
27. Midco will use its best efforts to comply with voice regulations that establish guidelines for local exchange Service interruptions for maintenance. Where reasonably possible, maintenance causing Service interruption will be conducted at times that cause minimal inconvenience to customers. In all cases where Service interruptions are planned and are likely to be extensive, Midco will make a reasonable effort to notify affected customers in advance.
28. Midco does provide Lifeline voice or data service to income qualifying residential applicants. For more information on Lifeline service, or to see if you qualify for Lifeline service, please call 1.800.888.1300 or visit [Midco.com/Lifeline](http://Midco.com/Lifeline).

#### VOICE SERVICE INFORMATION

**Notice of Rights Concerning Use of Customer Proprietary Network Information (CPNI):** Midco collects information about the voice services you purchase and how you use them. Some of this information is known as "Customer Proprietary Network Information" or "CPNI," and the collection and use of your CPNI is protected by federal law. CPNI includes any information on the quantity, technical configuration, type, destination, location, amount of use of your voice Service and calling patterns that we obtain because we are your voice carrier. CPNI, as regulated by federal law, does not include names and telephone numbers published in directories or other information we obtain as a result of providing video or internet service to you.

We use CPNI to monitor the quality of the Service we provide and to prepare your bills. We also use CPNI to market all of our Services and equipment, as well as to notify you when our Services may be out for maintenance or when there may be changes made to those Services. We share CPNI with companies that are affiliated with us and with unaffiliated companies that provide billing and other necessary services that we use to offer voice Service. When we share CPNI with unaffiliated companies, we require them to enter into agreements to protect the confidentiality of your information.

You have a right, and we have a duty, under federal law to protect the confidentiality of your CPNI. We have the right under federal law to use CPNI to provide voice service, to bill you, to market services related to the Services you already buy from us, to protect our rights, facilities and property, as well as other carriers and users of our Services and to respond to lawful demands from law enforcement agencies. You have the right to limit our use of your CPNI for marketing services other than those that are related to Services you already buy from us and to withdraw access to your CPNI at any time. Withdrawing access to your CPNI will not affect our ability to provide voice service to you, or the quality of the Service we provide. However, if you do withdraw access to your CPNI, it may be more difficult for us to help you if you want to purchase the most cost-effective Service package. Allowing us to use your CPNI may enhance our ability to offer products and Services tailored to your needs. If you want to allow us to use your CPNI, you do not have to do anything.

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

**Access to Call Records:** The FCC regulates the records Midco retains about the voice calls you make on our network. These regulations specify when we can have discussions with customers regarding their call records. We are required to ensure that we are communicating with the account holder, or a person you have specifically authorized to share information with, on the account before we can release call record data.

**Call Records:** A call record is any information regarding a telephone call made to another party. Call records include specific information regarding telephone usage, such as: telephone numbers you have called or that have called you, city and/or state, call duration, and date and time.

If you or your authorized account user can provide specific call detail, we can continue with the conversation as long as we have authenticated with whom we are speaking, but we can discuss only calls on which you or your account user can provide specific detail. We cannot discuss or bring up any other call records during the conversation. If you or the person you have authorized on your account cannot provide call detail, we are only allowed to provide the information to you by one of the following methods:

- Arrange a time to call you, or your authorized account user, at the telephone number on the account.
- Mail or email information to the address on the account.
- Provide the information to you if you produce a photo ID at a Customer Experience Center. Additional information about how we collect, use and protect your CPNI can be found in our voice Privacy Policy, which can be viewed online at [Midco.com/Legal](http://Midco.com/Legal).

#### CABLE SERVICE INFORMATION

##### Installation and Service Maintenance Policies:

- When you contact us for any reason, such as to order new Services or to schedule a service appointment, we may ask you to provide your PIN number or to confirm other information we have on file to help protect your account from fraudulent access.

- Please be sure your TVs are set up in your preferred location and moved away from the walls so our technicians can connect Services. Our technicians do not move equipment or furniture.
- Standard installation charges may apply. If custom work is required, additional charges may apply. These charges will be discussed with you prior to completing your service request.

**Repair and Equipment Replacement Policy:** Midco will repair or replace Midco's equipment used to provide your cable TV service. While in some instances you may be charged a service call fee to dispatch a service technician, you will not be charged for other costs to repair or replace Midco's equipment, subject to the following:

- **In the event the equipment shows evidence of damage due to negligence beyond normal wear and tear, including but not limited to, damage due to smoke (tobacco or other), beverage/food spills, fire or from being dropped or improperly cared for, Midco may charge for the replacement or repair cost of the equipment.**
- If you are experiencing problems with our Service or equipment, and you call to schedule a service appointment, Midco may also charge for a service call to correct problems not related to Midco's equipment or facilities.

**Call Before You Dig:** There may be underground utility cables located in your yard. Digging into an area with underground cable lines, voice lines, electric cable, gas lines or water and/or wastewater lines could result in serious personal injury, Service interruptions, property damage or pollution of the environment.

If utility lines are cut you may be liable for charges. Please call the number for your state to locate underground utility cables at least two (2) days before you dig. You can access One-Call centers by dialing 811, or in South Dakota, call 1.800.781.7474; in North Dakota, 1.800.795.0555; in Minnesota, 1.800.252.1166; in Kansas, 1.800.344.7233; and in Wisconsin, 1.800.242.8511. Utility companies do not locate private cables/lines or facilities.

**MIDCO RESERVES THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME, INCLUDING WITHOUT LIMITATION, DURING ANY TERM AGREEMENT PERIOD TO WHICH YOU HAVE AGREED.**

**Equipment Compatibility: "Cable-Ready" and "Cable-Compatible" Equipment:** If you plan to access cable services that we scramble or encrypt, you should make sure that any set-top converter, navigation device, television, or other display device you purchase is compatible with the Midco system providing service to you and is capable of working with separate security devices (i.e., CableCARDS) that we must provide for your equipment to access encrypted services delivered over Midco's cable system. Devices sold in retail outlets that are labeled as "digital cable-ready" are certified to comply with the FCC technical standards and will have completed a testing and verification process, indicating that they are compatible with Midco's network. Devices purchased on the secondary market, however - such as used, imported or stolen devices purchased from individuals or internet resellers - may never have been certified for retail sale and may be incompatible or otherwise unsafe and unsuitable for connection to the Midco network. Such devices may: (i) cause electronic or physical harm to the network; (ii) cause interference with the service provided to other customers; or (iii) jeopardize system security or otherwise be used to assist or be intended or designed to assist in the unauthorized receipt of communications services, which are criminal and civil offenses. Therefore, unless authorized or provided by Midco, the use of converters with internal or external descrambling units in a Midco system is illegal. Set-top converters, CableCARDS, and other devices offered by Midco and other cable operators generally are not interchangeable among various cable system networks because they typically incorporate firmware that is proprietary to the system in which they previously were installed, or system-specific and configured internal CableCARDS that were designed to perform conditional access functions on the specific system in which they were installed, or both. These devices may be incompatible with Midco's network and pose a heightened risk of signal theft, network harm, and interference with other customers' service, even if they are the same make and model number of a customer premises device that Midco deploys on its network. Midco reserves the right to test and if necessary deny the attachment of any device (other than a certified CableCARD-compatible device) that is incompatible with Midco's system for any of the reasons discussed above. Upon request, we will provide you with the technical parameters that are needed for any such device to operate with our security cards and cable system.

Some older models of televisions may be unable to receive all the channels that Midco offers. To ensure that you can receive all the channels available with your cable TV service, you will need to connect to a digital device leased from Midco. Older TVs without an internal digital tuner that are not connected to Midco digital equipment may be able to view a limited number of channels in some, but not all areas (possibly channels 2-22, and even this may vary among older TVs).

Even if you have a TV or other video equipment that was advertised as being "cable-ready" or "cable-compatible" when you purchased it, the equipment may not perform as you expected when connected directly to a cable system. According to current federal regulations, TVs and other video equipment sold in the U.S. cannot be called "cable-ready" or "cable-compatible" unless they comply with technical requirements adopted by the FCC, including the ability to tune cable channels properly. Certain new digital televisions, recording devices, and other video equipment, known as Unidirectional Digital Cable Products ("UDCPs"), that are connected to digital cable systems may not be marketed using terms such as "digital cable-ready" unless they are compatible with a separate "CableCARD" security device and comply with certain FCC technical requirements. CableCARDS are available from Midco for a low monthly fee and allow UDCPs to connect directly to digital cable systems without a set-top box. UDCPs, however, cannot access two-way cable services such as pay-per-view events and ON Demand video without a cable box that Midco will provide for a monthly fee. Digital adapters also cannot access two-way cable services.

Midco offers a variety of high definition ("HD") and standard definition ("SD") digital video programming. Midco currently offers customers digital adapters and receivers, also known as set-top converter boxes or digital cable boxes, and compatible remote control units to facilitate the reception of HD, SD and encrypted programming. These digital cable boxes are provided by Midco for an additional monthly fee; however, the remote control units are provided at no extra charge when you lease the digital cable box.

The digital cable boxes may limit your ability to use certain advanced features on your TV or other video equipment. These digital cable boxes will "convert" the cable channels to a designated video input on your TV. The process of converting all of our channels to a designated channel means that you can only receive one channel on your TV at a time through the digital

cable box. You consequently may be unable to use certain features of your TV or other video devices without additional equipment, such as recording one program while watching another, recording two or more consecutive programs that appear on different channels and the use of picture-in-picture may not be possible without additional equipment.

The remote control that may have come with your TV or other video equipment also may be capable of controlling the digital cable box. If you choose, you may buy a "universal" remote control unit from a retail store that is capable of working with our digital cable boxes. Although features and functions of remote controls vary significantly, many universal remote control models from Sony, RCA, and Universal Electronics may be programmed to operate our digital equipment. For more information about the compatibility of your remote control unit with Midco equipment, visit a Midco Customer Experience Center or at [Midco.com/RemoteControls](http://Midco.com/RemoteControls).

All set-top converter boxes and remote controls leased from us must be returned with the within five (5) calendar days after disconnection of Service in accordance with Section 5 of the General Terms and Conditions above. If our equipment is not returned or is damaged, replacement costs will be charged to your account.

#### INTERNET ACCESS SERVICE

We provide internet access service subject to Midco's Subscriber Agreement, Acceptable User Policy and Privacy Policy, each of which may be changed at Midco's discretion. Current versions of these documents are available online at [Midco.com/Legal](http://Midco.com/Legal).

Midco also provides its Internet Service Performance, Terms, and Network Management Disclosure online at [Midco.com/Legal](http://Midco.com/Legal). The disclosure may be changed or updated at any time without notice.

**Copyright Infringement Policy:** While Midco does not monitor customer webpage views or content of downloads, third parties may notify us of alleged copyright infringement. In those instances, information is gathered independently by copyright holders or their agents. We will send the complaint to our customers via email, the United States Postal Service and/or via web alert.

Our main purpose is to ensure our customers are aware of alleged and potentially unknown copyright infringement activity and of potential consequences associated with such activity. This information was gathered independently by the copyright holder. Please note that Midco is not a party to complaints such as these. We do not release a customer's identity to a copyright holder unless required to do so by a court order or a valid subpoena, issued by a court with jurisdiction over Midco.

If we receive repeated copyright infringement notices for a customer over a period of time and after notifications have been sent to the customer, we may choose to take action up to and including disconnection of service, due to violation of our Acceptable Use Policy.

For more information, please view our Copyright Infringement Policy online at [Midco.com/Legal](http://Midco.com/Legal).

#### BILLING

##### Policies and Procedures:

1. Midco's Services generally are billed one month in advance. The exceptions are for Services such as long-distance voice calls and pay-per-view or ON Demand movies or events, which are billed after they are provided to you.
2. Once your installation is complete, you will receive your first billing statement within 5-7 business days of the initial installation of service. If you make changes to your service, charges or credits will appear on your next billing statement. If you disconnect all services, you will receive your final bill within 5-7 business days. Charges for Services will begin on the date they were installed or changed. Because Midco bills one month in advance, new Services or Services that have been changed will likely fall in a month for which we have already billed. Midco may require payment in advance for the partial month of service by credit card or other electronic payment options. If the initial partial month payment is not collected at the time service is initiated, your first bill following the purchase of new Services probably will have partial month billing from the date you received the new Services until the next billing cycle along with one month in advance for all the Services you receive.
3. The bills you receive will show the total amount due and the payment due date. When you subscribed to our Services, you agreed to pay us monthly by the payment due date reflected on the monthly bill for that Service and for any other charges due, including any administrative and related fees, charges, and assessments for late payments or non-payments, returned check fees, and other separate or additional fees. The due date is indicated at the top of your monthly statement. Please allow for sufficient mailing time to ensure that your payment reaches us by the due date. Electronic payments may take up to three business days to process.
4. When you subscribed to Midco's Services, you agreed to pay all city, state and federal fees and taxes, franchise fees, regulatory fees, retransmission fees, and other charges, if any, which are now, or may in the future be, assessed by governmental entities on the Services you receive from us. Franchise fees are paid by us to the city or township in which you live for use of public rights-of-way and the right to operate a cable television system in your community. Regulatory fees are charges that the FCC assesses and uses to fund federal government oversight and regulation of cable television operations. We typically identify and include franchise and FCC regulatory fees and other governmentally-imposed fees and taxes on your monthly bill.
5. A late fee of up to \$10 will be assessed to accounts not paid in full each month by the due date. When you subscribed to Midco's Service(s), you agreed that the amount of the late fee bears a reasonable relation to probable damages suffered by Midco, and is not disproportionate to any damages reasonably to be anticipated from the payment of less than the full amount of your account.
6. If we are required to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, subject to applicable law, you have agreed to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.
7. If you believe your bill contains an error or you otherwise wish to request a credit on your bill, you must notify us within sixty (60) days from the time you receive the bill for which you are seeking correction.
8. Subject to applicable law, your Service may be suspended or disconnected if you do not

pay your bill by the due date indicated on your monthly statement, and we may require you to pay all past-due charges, an installation fee, and a minimum of one month's advanced charges before we reconnect your service. If you have been suspended or disconnected three times, you may not be eligible for reconnection. If you do not reconnect for any reason, any rental equipment must be returned to us within five (5) calendar days following the disconnection of Service(s) as specified in Section 6 of the General Terms and Conditions above. A handling fee will be charged for returned checks. To have your Service(s) reinstated after disconnection, you must pay a reconnect charge in addition to the account balance and the next month's service fee. A fee may also be assessed if you wish to expedite the reconnection of Service.

9. You may request that your cable TV, voice, or internet service be disconnected at any time. Services cannot be disconnected the same day as the request; one (1) business day notice is required and billing for this Service will cease on the scheduled date. Your last billing statement may include credits due to partial month billing of the disconnected Service. To avoid any further liability, all leased equipment required for cable TV, voice, and internet services must be returned to Midco within five (5) calendar days after disconnection of Service(s) as specified in Section 5 of the General Terms and Conditions. If the equipment shows evidence of damage due to negligence or beyond normal wear and tear, Midco may charge for the replacement cost of the unit.

#### COMPLAINT RESOLUTION PROCEDURES

**Customer Concern Resolution:** If you have questions or concerns regarding your Midco Service, please call Customer Service at 1.800.888.1300. This contact number is provided on your monthly statement and online at [Midco.com](http://Midco.com).

You can also: Submit your concern in writing. Be sure to include your name, address, best contact telephone number and best time to contact you. Mail your concern to: Midco, Attn. Customer Service, P.O. Box 5010, Sioux Falls, SD 57117.

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

Questions or complaints concerning Midco's Internet Service Performance, Terms, and Network Management Disclosure should be sent to [netdiscovery@midco.net](mailto:netdiscovery@midco.net) or Midco Network, 3901 N. Louise Ave., Sioux Falls, SD 57107.

**Signal Quality Complaint Resolution:** Complaints concerning the technical quality of the cable television signals we provide to you can be made in writing and sent to the following address: **Midco, ATTN: Customer Service, P.O. Box 5010, Sioux Falls, SD, 57117**

Or if you prefer, call us at 1.800.888.1300 or reach customer service via live chat or social media channels at [Midco.com/Contact](http://Midco.com/Contact). A service technician will investigate complaints concerning the technical quality of cable television signals within one business day of receipt, consistent with our ability to access your premises if such access appears necessary to resolve the complaint. If the problem can be resolved without a service call to your premises, you will be advised of this immediately. All efforts will be made by our service technicians and other employees to resolve any complaints concerning the technical quality of service promptly and efficiently. If our service technician fails to correct the problem, you may call Midco or reach Customer Service via [Midco.com/Contact](http://Midco.com/Contact), and we will review the complaint and the corrective action taken.

If we cannot take any further action to correct the problem, we will promptly inform you of our determination and the reasons we cannot correct the problem. If you believe our investigation and handling of a cable TV service complaint are deficient in some manner, you may contact the local franchising authority listed on your monthly billing statement.

**Local Voice Service Complaint Resolution:** If you have a local voice service complaint you feel is not being resolved to your satisfaction, you may contact your state public utility commission.

- South Dakota: Public Utility Commission (PUC) at 1.800.332.1782
- North Dakota: Public Service Commission (PSC) 1.701.328.2400
- Minnesota: Public Utility Commission (PUC) 1.800.657.3782
- Kansas: Kansas Corporation Commission (KCC) 1.800.662.0027
- For interstate services, you may contact the Consumer and Governmental Affairs Bureau of the Federal Communications Commission, 445 12th Street SW, Washington, D.C. 20554, 1.888.225.5322, TTY: 1.888.835.5322.

#### MISCELLANEOUS GENERAL INFORMATION

**Parental Controls:** With the wide variety of programming available on cable channels, we recognize that not all programs or channels are suitable for every member of the household. For cable TV customers who have access to the program guide through their digital receiver, HD digital adapter, DVR or TiVo® DVR, channels, ratings and programs can be blocked using the remote and following the instructions on the guide. You may set controls on what programs may be viewed through use of a PIN. In addition, you can restrict access to pay-per-view programming. For further information, please call 1.800.888.1300 or visit [Midco.com/Parental-Controls](http://Midco.com/Parental-Controls).

Midco is an EEO/AA employer including Vets and Disabled.

February 2021



Contact Us: Midco.com or 1.800.888.1300

NEW CUSTOMER  
123 SUNSHINE WAY  
ANYTOWN, USA 51000



Total Amount Due \$00.00  
Pay By 07/04/18  
Account Number 0123456789

## News from Midco!

### Welcome to Midco!

We know that you'll enjoy our reliable phone service. By subscribing to the service, you agree to the terms and conditions described in the enclosed agreement and at Midco.com/Legal.

**Assistance:** Low-income telephone subscribers may qualify for Lifeline Assistance Programs. Visit Midco.com/Lifeline or call 1.800.888.1300 for details.

**Alert:** Caller identification is susceptible to fraud known as Caller ID Spoofing. Fraudulent parties can deliberately falsify a number relayed to your caller ID to try to disguise their identity and where the call was originated. For more information visit [www.fcc.gov/guides/caller-id-and-spoofing](http://www.fcc.gov/guides/caller-id-and-spoofing).

Your privacy is important at Midco. When requesting call record information, we follow strict verification procedures before releasing information.

**Questions? Call 1.800.888.1300.**

New Charges Summary	
Phone Services	00.00
Additional Phone Services	0.00
Taxes, Surcharges & Fees	00.00
<b>Total New Charges</b>	<b>\$00.00</b>
Current Billing Summary	
Previous Balance	0.00
Current Amount Before Savings	0.00
Total Monthly Savings	00.00
<b>Total Amount Due</b>	<b>\$00.00</b>

### You Saved \$0.00 This Month

Phone Package Discount	-0.00
------------------------	-------

Detach and enclose the portion below with your payment. Please write your account number on your check. Do not send cash.



PO Box 5010, Sioux Falls, SD 57117-5010  
9607 3 AB 0.408 011100//31786

NEW CUSTOMER  
123 SUNSHINE WAY  
ANYTOWN, SD 51000

Total Amount Due Do Not Remit  
Pay By 07/04/18  
Account Number 0123456789

Statement Code 001

Name/Address Corrections Noted

Make checks payable to:

MIDCONTINENT COMMUNICATIONS  
P.O. BOX 5010  
SIOUX FALLS, SD 57117-5010



- Pay Online:** Visit Midco.com. Register for or sign in to My Account.
- Pay by EFT:** Currently enrolled in Automatic Payment
- Pay by Phone:** Call 1.800.888.1300 to make an automated payment.
- Pay by Mail:** Return this stub with payment. Do not send cash.

2 5 32 10042804903 00003491 10042804903 00003491 6



Contact Us: Midco.com or 1.800.888.1300

Total Amount Due \$0.00  
 Pay By 07/04/18  
 Account Number 0123456789

**Phone Services \$00.00**

Home Phone Package	06/15-07/14	00.00
		<i>(Unpackaged Price \$00.00)</i>
Discounts:		
Phone Package Discount		-\$00.00

Get calling with a basic phone line ((701) 751-1569), 8 calling features, unlimited local & domestic long-distance calling, plus voicemail with eVOICE.

**Additional Phone Services -\$0.00**

For Telephone: (701) 751-1569		
Federal Lifeline Support	06/15-07/14	-0.00

**Taxes, Surcharges & Fees \$0.00**

Phone		
Federal Access		0.00
Federal Excise Tax		0.00
Universal Service Fee		0.00
Local Number Portability		0.00
County Govt 911 Emergency Surcharge		0.00
Federal TRS & Administration Fee		0.00
Access Recovery Charge		0.00
Telecom Relay Services		0.00
Gross Receipts Tax		0.00
Local Sales Tax		0.00
County Sales Tax		0.00
State Sales Tax		0.00

**Frequently Asked Questions**

**What are Federal Access Charges?**

These charges - proposed and authorized by the Federal Communications Commission (FCC) - provide for access to and maintenance of the local network.

**What is the Federal Excise Tax?**

The federal government mandates this tax, which is imposed on local and wireless phone services.

**What is the Universal Service Fee?**

In May 1997, the Federal Communications Commission adopted rules mandating all telecommunications carriers pay into a federal program called the Universal Service Fund (USF). The fund helps provide affordable telecommunications services for both low-income customers and customers in rural areas. It also provides discounts on internet access for eligible schools, libraries and rural healthcare providers.



**What is the Local Number Portability Fee?**

The Federal Communications Commission permits phone companies to add this charge to all phone lines as compensation for creating systems that allow residential and business phone customers to retain their existing local phone numbers (at the same location) when switching from one local phone service to another.

**What is the County Government 911 Emergency Surcharge?**

Local governments mandate this surcharge to help pay for emergency services such as fire and rescue.

**Closed Captioning Inquiry:** If you need assistance with closed captioning, you may contact us via email at [closed\\_caption@midco.net](mailto:closed_caption@midco.net), call us at 1.800.888.1300 or send a fax to 605.271.1986. For written inquiries, please contact Scott Anderson, Chief Legal Officer, 3901 N Louise Avenue, Sioux Falls, SD 57107.



Contact Us: Midco.com or 1.800.888.1300

Total Amount Due  
Pay By  
**Account Number**

07/04/18  
**0123456789**

**What is the Federal Telecom Relay Service (TRS) and Administration Fee?**

All carriers providing interstate telecommunications must support TRS, which enables phone conversations between people with speech/hearing impairments and those without. The Federal TRS surcharge is assessed as a percentage of interstate toll charges.

**What is the Access Recovery Charge (ARC) Fee?**

The Access Recovery Charge (ARC) is a fee related to changes in FCC rules. This monthly fee is a way to recover the costs of providing access to the phone network.

**What is the Telecom Relay Service Charge?**

This state service charge helps to pay for the state relay center, which transmits and translates calls for hearing-impaired people.

**What is the Gross Receipts Tax?** This tax is on gross receipts derived from the furnishing of phone services. The service provider collects the tax and reports the collections annually to the Department of Revenue.

**What are State and Local Taxes?**

State, local and municipal governments mandate these taxes on goods and services.

**What is Midco's policy on refunds for credit card transactions?**

When a customer pays money on an account by credit or debit card, and there needs to be a partial or full refund to that card because of the customer's transaction, it is Midco's policy to issue a credit to the customer's account as long as it is within 30 days of the credit transaction. If there was an error in the amount charged to card by Midco, we may issue a credit to the customer's credit card with a manager's approval.

**What is Midco's policy for returned payments?**

If any payment is returned unpaid, Midco will apply a fee to your next monthly statement. The fee will be determined by the maximum non-sufficient funds (NSF) fee allowed by applicable law.

For customers who have authorized recurring payments: You authorize Midco to make a one-time electronic funds transfer (EFT) from your account to collect a fee. The fee will be determined by the maximum non-sufficient funds (NSF) fee allowed by applicable law.

If you plan on moving, please call 1.800.888.1300 or visit **Midco.com/Move** at least two weeks prior to your move to ensure a smooth transition of services. Then complete a change of address form with the U.S. Postal Service at **USPS.com** to make sure your mail always reaches you.

**Call Before You Dig** There may be underground wires located in your yard. Digging into an underground wire could result in serious personal injury, service interruptions or property damage. If utility lines are cut, you may be liable for charges. Please call 811 or the appropriate number for your state to locate underground utility cables:

South Dakota 1.800.781.7474

North Dakota 1.800.795.0555

Minnesota 1.800.252.1166

Wisconsin 1.800.242.8511

Kansas 1.800.344.7322



# Home Phone

# Quick Start Guide

Review these helpful instructions to understand your Midco® home phone service and its many convenient features.

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## **Staying Connected Has Never Been Easier**

Thank you for choosing Midco as your home phone provider!

You asked for it, and we answered the call to bring you great phone features.

This quick start guide provides helpful information to get you started with Midco home phone service.

We have even more tips and tools at **Midco.com/PhoneSupport**, where you can learn more about your Midco phone features, voicemail and assistance programs. You can also discover details on long-distance and international calling.

# Equipment and Features

## Voicemail

Voicemail allows you to access your phone messages while you're at home or away from home. Customize your greeting to let people know they've reached the right person.

Other robust voicemail functions include:

- Storage for up to 100 messages
- Messages up to three minutes long
- Retain new and saved messages for 30 days (saving messages as new does not reset the saved time)

To access voicemail from your home phone:

1. Dial **611** and follow the prompts. Your 10-digit mailbox number is your area code + phone number. If auto login is on, then skip to steps 2 and 3.
2. Press **#**.
3. If requested, enter your password, then **#**. Your default password is 0000.

To access your voicemail from another phone:

1. Dial **1.877.700.2224**, and follow the prompts. Your 10-digit mailbox number is your area code + phone number.
2. If requested, enter your **password** and then **#**. Your default password is 0000.

To manage your voicemail:

- Press **1** to play message.
- Press **2** to save message and go to next one.
- Press **3** to delete message and go to next one.
- Press **4** to save message as new.
- Press **7** to back up three seconds.
- Press **8** to pause/continue message.
- Press **9** to go forward three seconds.
- Press **\*** to return to the main menu.

To navigate the main menu:

- Press **1** to retrieve messages.
- Press **7** to hear current date and time.
- Press **9** for your mailbox setup menu.

To set up your mailbox:

- Press **1** for greeting options.
- Press **2** to change password.
- Press **4** to enable/disable auto login.
- Press **8** to record your name.
- Press **\*** to return to the main menu.

To set up your voicemail greeting:

Press **1** from the setup menu, and then choose one of these options:

- Press **1** to listen to your greeting.
- Press **2** to record greeting.
- Press **3** to delete greeting.
- Press **\*** to return to the setup menu.

To change your password:

1. Press **2** from setup menu.
2. Enter your **new password**, followed by **#**. Your password can be up to 16 digits long. Be sure to remember your new password for future reference.
3. Re-enter your **new password** to verify it.

## eVOICE

eVOICE is an option you can add on to your voicemail, so you can retrieve your voicemail using your phone and email. You'll receive an email informing you of a message, and you can listen to the message as an audio attachment. From the email, you can choose to save or delete the message as well.

You can manage the email address where you'd like to receive these voice messages at **Midco.com/MyAccount**, or you can contact us at 1.800.888.1300 for assistance with setting up eVOICE on your account. Learn more about using eVOICE at **Midco.com/PhoneSupport**. Select **Voicemail & eVOICE**, and then **eVOICE**.

## Long-Distance & International Calling

If you are changing to Midco's long-distance service, you must notify your current carrier that you want to terminate your long-distance service with them.

- Some carriers will require written authorization.
- If you choose to keep your current long-distance carrier, you must notify them that Midco is now your local phone service provider.
- Midco must be designated as your long-distance carrier in order to take advantage of our Home Phone Package with unlimited, domestic long-distance calling. With this package, you can call certain countries as a long-distance call without paying international rates.

To make a long-distance call:

- Dial **1 + area code + seven-digit phone number**.

To make an international call:

- To reach countries with specified area codes next to the rate, dial **1 + (area code) + (local number)**.
- To reach countries without an area code specified, dial **011 + (country code) + (phone number)**.

For a current list of country codes, visit [Midco.com/PhoneSupport](http://Midco.com/PhoneSupport) and select **Long-Distance & International Calling**. You'll also find international calling rates to other countries not included in unlimited long-distance for Home Phone package customers, plus standard country calling rates for Basic Home Phone customers.

## Terminating Call Manager

Terminating call manager is a feature you can add to your Midco phone service for a one-time activation fee. This service automatically block robocalls, telemarketers, polling services and other unsolicited calls.

- Terminating call manager from Midco “screens” all your home phone calls, and allows local calls to connect automatically.
- When unwanted callers attempt to reach you, they hear the announcement, “The number you have reached does not accept calls from telemarketers. If you are a telemarketer, please add this number to your Do Not Call Registry and hang up now. Otherwise, please press ‘1’ or stay on the line.”
- Regular long-distance callers will hear the announcement the first time they call, and then the service learns that they are an accepted caller.

To manage terminating call manager settings through your home phone:

- Dial **\*95**, and follow the voice prompt to access privacy control. Press **2**, and select from these menu options:
  - Press **0** to block the last caller.
  - Press **1** to add a number to the blocked list.
  - Press **2** to remove a number from the blocked list.
  - Press **3** to remove all numbers from the blocked list.
  - Press **4** to add a number to the allowed list.
  - Press **6** to turn the entire service on.
  - Press **7** to turn the entire service off.
  - Press **8** to block private callers.
  - Press **9** to allow private callers.
  - Press **\*** to repeat menu options.
- Dial **\*96** to add the last caller’s number to the blocked number list. No further calls from that number will be allowed.

Contact us at [Midco.com/Contact](http://Midco.com/Contact) or 1.800.888.1300 to add terminating call manager to your phone service.

## Three-Way Calling

To add a third person to a call:

1. Place your first caller on hold by pressing and quickly releasing the **flash** or **receiver** button on your phone.
2. After you hear a second dial tone, enter the **second phone number**.
3. When the second caller answers, press and quickly release the **flash** or **receiver** button to connect all callers.
  - If the second caller does not answer or if you get a busy signal, press and release the **flash** or **receiver** button to return to the first caller.
  - If one party disconnects, you can continue talking with the remaining person.
4. To end the call completely, simply hang up.

## Call Forwarding Universal

Call forwarding allows you to forward calls temporarily to another number. Long-distance charges may apply to calls forwarded outside your local call area.

To forward calls to another number, even your cell phone:

1. Lift your handset, and press **\*72**.
2. When you hear the dial tone, enter the **phone number** where you want to receive your forwarded calls. Wait for the person to answer.
  - To forward your calls to a long-distance number, be sure to press **1** before the **10-digit number**.
3. If no one answers the phone, or the line is busy, hang up and repeat steps 1 and 2. When call forwarding universal has been activated, you will hear a fast busy signal.
4. Verify that call forwarding is in effect by pressing **\*72** on your phone. An announcement or two short tones followed by a dial tone confirm call forwarding is activated.

To deactivate call forwarding:

Lift your handset, and press **\*73**. A stutter tone and a fast busy signal indicate that calls are no longer forwarding.

You can also manage this phone feature in My Account. For details, visit **Midco.com/PhoneSupport**. Select **Phone Features** and then **Call Forwarding**.

## Anonymous Call Rejection

Reject all incoming calls that have been blocked or marked as private or anonymous calls. Please note some calls do not have caller ID information, because of equipment limitations of the caller's service provider.

To activate anonymous call rejection:

Lift your handset, and press **\*77**. You'll hear two fast busy signals to confirm that the service has been activated.

To deactivate anonymous call rejection:

Lift your handset, and press **\*78**. A stutter tone indicates the service has been cancelled.

You can also manage this phone feature in My Account. For details, visit **Midco.com/PhoneSupport**. Select **Phone Features** and then **Call Blocking & Screening**.

## Selective Call Rejection

With selective call rejection, you can block up to 10 phone numbers from making incoming calls to your home phone number. In most instances, you may only be able to add a rejected number to your list after you've received a call from the unwanted number. We recommended you activate this feature immediately after hanging up from a call from the number you'd like to reject.

To activate and deactivate selective call rejection:

1. Lift your handset, and press **\*60**.
2. Follow the recorded instructions.

## Call Waiting

With call waiting, you hear a quick tone signaling you have another incoming call when you're already on the phone. If you have activated the call waiting ID feature, your caller ID equipment will also display the incoming caller's name and number.

### To activate call waiting:

1. When you hear the tone, press and release the **flash** or **receiver** button on your phone to talk with the new caller.
2. To alternate between calls or return to your first caller, press and release the **flash** or the **receiver** button on your phone.
3. To end either conversation, simply hang up.

If one of your callers is still on the line, your phone will ring. When you pick up the call, you will be connected to the caller.

### To turn off call waiting before a call:

1. Push **\*70**. You will hear three short tones followed by a dial tone.
2. Place your call.

When you hang up, your call waiting feature is restored.

### To turn off call waiting during a call:

1. During your conversation, press and quickly release the **flash** or **receiver** button on your phone.
  - If you do this while a call is coming in, you will answer the incoming call.
2. Push **\*70** on your phone. You will hear three short tones followed by a dial tone.
3. Press and quickly release the **flash** or **receiver** button on your phone to return to your conversation.

When you hang up, your call waiting feature is restored.

## Caller ID

With caller ID, you can find out who is calling you without having to pick up the phone! To use caller ID, your phone must have a display unit that stores names and numbers of recent callers. If not, you may purchase caller ID equipment separately.

### To use caller ID:

When your caller ID service is activated, follow the directions with your display unit. Private or anonymous calls come from callers who have their names and numbers blocked.

### To block/unblock your caller ID:

Upon initial installation of your digital phone service, your name and number will not be blocked unless you have chosen non-published service.

## Caller ID Block

By default, your name and phone number will appear on the caller ID equipment of those you call, unless you have chosen non-published service. If you'd like to block your information from displaying before making a call, you can activate a caller ID block.

### To use caller ID block:

1. Lift your handset, and press **\*67**.
2. Enter the phone number you'd like to call. If the receiving party has caller ID, it will display "Private," rather than your name and number.

### To unblock caller ID:

1. Lift your handset, and press **\*82**.
2. Enter the phone number you'd like to call. If the receiving party has caller ID, it will display your name and number.

## Distinctive Ring

Distinctive ring lets you know who's calling by sounding a special ring tone.

To use distinctive ring:

1. To set up or turn distinctive ring on or off for the most recent phone number that called you, pick up your phone after your call has ended, and dial **\*61**.
2. Follow the recorded instructions.

See more menu options at [Midco.com/PhoneSupport](http://Midco.com/PhoneSupport). Select **Phone Features** and then **Distinctive Ring**.

## Speed Call 30

Also known as speed dial, this service allows you to store frequently called numbers and call them with quick codes instead of the entire phone number. Speed Call 30 allows you to store up to 30 frequently called numbers.

To program speed call 30:

1. Lift your handset, and press **\*75**.
2. After the stutter tone, enter a **two-digit speed code** (choose any number, 00-29).
3. Enter the **phone number** you want assigned to that speed code (for long-distance numbers, include a "1" and the area code).
4. Press **#**. A fast busy signal indicates the number has been stored.

To change a number in your speed call 30 list:

1. Lift the handset, and dial **\*75**.
2. After the stutter tone, enter the **two-digit code** you wish to change.
3. Enter the **new phone number** (for long-distance numbers, include a "1" and the area code).
4. Press the **#** key. A fast busy signal indicates the number has been stored.

To use speed call 30:

1. Lift the handset, and listen for a dial tone.
2. Dial **\*** followed by the desired **two-digit speed code**.

## Directory Listing

As a Midco phone customer, your information is entered into the directory for assisted phone calling and more.

- Non-published service ensures your number is not listed in the phone book or available for 411 information. Plus, your caller ID is automatically blocked on all outgoing calls.<sup>1</sup>
- Non-listed service keeps your phone number from being listed in the phone book, but it will be available from 411 information.<sup>1</sup>

For details about your current listing status or to make changes, please call us at 1.800.888.1300.

<sup>1</sup> Additional charges apply for non-published and non-listed service.

# Assistance Options

## Hearing & Speech Assistance

We provide hearing and speech support assistance to disabled customers throughout our region. With Telecommunications Relay Service (TRS), commonly known as relay calling, operators help facilitate communication between the calling and receiving parties. Simply dial **711** from your Midco home phone. For state-specific relay service numbers and other relay information, visit [Midco.com/PhoneSupport](http://Midco.com/PhoneSupport). Choose **Assistance Programs** and then **Relay Services**.

## Midco Lifeline

Low and fixed-income phone subscribers can apply for this government-assistance program, which helps them with their phone bill. Get more information and an application at [Midco.com/Lifeline](http://Midco.com/Lifeline).

## Directory Listing Exemption

Midco provides free directory-assistance calls to individuals with impaired vision or a qualifying disability that prevents the use of a phone book or other means of locating a phone number. Midco phone customers are eligible to receive this exemption, which does not include long-distance charges.

To apply for this exemption:

1. Visit [Midco.com/PhoneSupport](http://Midco.com/PhoneSupport). Select **Assistance Programs** and then Directory Assistance.
2. Complete the application fields, and click **Submit**.
3. Once you have received approval from Midco, simply dial **0** to connect with the operator.

Need additional assistance? Contact us at [Midco.com/Contact](http://Midco.com/Contact) or 1.800.888.1300 to find out if your need can be accommodated.

# Common Phone Questions

## **What happens if I lose power? Will I lose phone service or 911 service?**

It's important to us that your safety is guarded in the event of a power outage.

- Your phone service equipment is backed up with constantly charging battery packs.<sup>2</sup> If a power outage occurs, the battery backup will provide up to eight hours of dial tone access if you use a corded phone.
- You may also purchase a 24-hour battery backup for your phone service equipment for extended dial tone access. Battery backups can be purchased at various retailers or by contacting us at 1.800.888.1300 or **Midco.com/Contact**.
- During a power outage, it's recommended that you limit phone usage so the dial tone is available for emergencies.
- In the event of a power outage, DO NOT touch the batteries, connections or equipment, as this can affect the battery life. If the batteries are removed during a power outage, dial tone will be lost until the power is restored, even if the batteries are replaced. Once power is restored, the batteries will begin charging again.

As with all of Midco services, we monitor the quality of our service 24/7. We respond immediately to any and all service interruptions.

## **What should I do if I don't have a dial tone?**

1. Make sure none of your phones are off the hook.
2. If using a cordless phone, check that the battery is charged.
3. Check for lights on the front of your phone modem (eMTA). If you don't see any lights on the eMTA, make sure it is not plugged into an outlet controlled by a light switch or a power strip that may have switched off.
4. Unplug any devices connected to a phone jack, including answering machines, fax machines, and computers that use dial-up internet. Wait five minutes, and then check each phone jack for a dial tone with a corded phone to see if it is isolated to a single phone or jack.
5. Plug a corded phone into port 1/2 on your eMTA to check for dial tone. If you have dial tone at the eMTA, the issue may be related to your inside wiring.

If you still do not have a dial tone after performing the above steps, please call us from a different phone at 1.800.888.1300 for additional assistance.

<sup>2</sup> Not available in all areas. Most Midco phone modems do have a battery backup.

## How do I receive fewer calls?

You can receive fewer telemarketing calls by registering your home and cell phone number with national and state Do Not Call listings. To sign up, call the national registry, or connect to your state's registry by phone or online. Remember to call from the phone you want registered on the list.

### Do Not Call Registries

#### NATIONAL

Phone: 1.888.382.1222

Website: [DoNotCall.gov](http://DoNotCall.gov)

#### MINNESOTA

Phone: Call the national registry

Website: [ag.state.mn.us/Consumer/](http://ag.state.mn.us/Consumer/)  
and click on **Unwanted Calls**.

#### NORTH DAKOTA

Phone: Call the national registry

Email: [ndag@state.nd.us](mailto:ndag@state.nd.us)

Website: [attorneygeneral.nd.gov/](http://attorneygeneral.nd.gov/)  
and click on **Consumer Resources**.

#### SOUTH DAKOTA

Phone: Call the national registry

Website: [SDDoNotCall.com](http://SDDoNotCall.com)

### Terminating Call Manager

While do not call registries provide protection, scammers continue to innovate new ways to work around the registry. Technology advances make it cheap and easy for scammers to make illegal calls from anywhere in the world and to hide from law enforcement by displaying fake caller ID information.

Terminating call manager is a feature you can add to your Midco phone service to block unwanted calls from telemarketers, polling services and other nuisance callers. You pay only a one-time activation fee.

Learn more about using this service on page 8 of this guide. Contact us at [Midco.com/Contact](http://Midco.com/Contact) or 1.800.888.1300 to add terminating call manager to your phone service.

**Why do I receive a “dial 1” message when I call a local number using redial on my phone?**

If you are receiving a “dial 1” message when you try to call a local number using redial on your phone, it’s because the caller ID feature only displays numbers in a ten-digit format. When you use redial, your device will try to dial the full ten-digit telephone number. You are receiving the message because local calls do not require the area code.

To avoid this message, either manually dial the seven-digit local number or check with your caller ID manufacturer to see if it is possible to remove the area code before redialing.

**Why do I hear clicks or beeps when dialing a phone number?**

Your phone may be set for tone and not pulse. Adjust your phone to set it for pulse.

# Online Resources

## Helpful Tools and Tips

Your experience with Midco matters to us. We want to help you get the most out of your services. We offer many helpful tools and resources for you at **Midco.com**. Check it out today!

### Midco.com/Support

Visit our online library of helpful tools and information for you. Get help with using long-distance and international calling, setting up your voicemail and more.

### Midco.com/MyAccount

- View your current statement to see your list of services, and check out past bills online. Set up auto pay or make a one-time payment. Don't forget to go green by enrolling in e-statements!
- Sign up to receive email and text updates about your account.
- Manage your home phone services.
- Get your Connect-A-Friend referral savings code.

Don't have My Account access yet? Go to **Midco.com/MyAccount**, and select **Register**. After you've created a My Account, you can also download the Midco My Account app from the App Store® or Google Play™.<sup>3</sup>

## Policies

Midco provides home phone service to our customers subject to policies established for the protection of our users, our company and our communities.

Visit **Midco.com/Legal**, which include these and others:

- Acceptable Use Policy
- Phone Service Terms and Conditions
- Cable, Internet and Phone Subscriber Privacy Notice
- Online Privacy Policy

## 24/7 Support

Have a question? Let us know! Reach out to us in person at one of our local Customer Experience Centers. We also offer customer service by phone, email, live online chat and through social media. Just visit **Midco.com/Contact**.

<sup>3</sup> Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Android, Google Play, and the Google Play logo are trademarks of Google Inc.

**MIDCONTINENT COMMUNICATIONS**

**Exhibit D  
Affidavit**

State of South Dakota        )  
  )ss  
County of Minnehaha        )

**AFFIDAVIT**

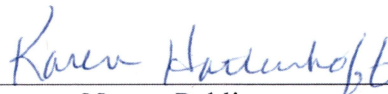
As an authorized representative of Midcontinent Communications, I, Patrick J Mastel hereby affirm familiarity with and an understanding of the requirements of the Federal Communications Act of 1934 as amended by the Telecommunications Act of 1996 with respect to the receipt of any federal universal service funds received as high-cost loop support, local switching support, safety net additive support, and/or safety valve support and hereby affirm that any such support amounts received by Midcontinent Communications will be used only for the provision, maintenance, and upgrading of facilities and services for which the support is intended consistent with 47 U.S.C. §254(e).

Midcontinent further certifies that under N.D.A.C. § 69-09-05-12.1 (5), (6), (7) and (8), and 47 CFR § 54.313, it provides equal access to long distance carriers within its service area, it is in compliance with requirements for service quality standards and can perform under emergency situations. Midcontinent further certifies that it provides consumer protection



\_\_\_\_\_  
Patrick J Mastel

Subscribed and sworn to before me this 29<sup>th</sup> day of June, 2022.



\_\_\_\_\_  
Notary Public



Notary Print Name: Karen Hartenhoff  
My Commission Expires: 4-21-2028