
GENERAL RULES AND REGULATIONS

1. **SCOPE.** The general rules and regulations specified herein apply to telephone service and facilities associated therewith furnished by SRT Communications, Inc. (hereinafter referred to as Company) and are in addition to the rules and regulations contained in the General Exchange Tariff.
2. **APPLICATION FOR SERVICE.** A party desiring telephone service must make application to the Company before commencing the use of Company's service. Company reserves the right to require a signed application or written contract for the service to be furnished. Receipt of telephone service, however, shall constitute the receiver of such service a subscriber subject to its rates, rules and regulations, whether service is based upon contract, signed application or otherwise. All applications and contracts for service shall be made in the legal name of the party desiring the service.

All commercial power, power wiring and outlets required for the operation of telephone equipment furnished for the use of a subscriber in or on the subscriber's premises and grounds shall be provided, i.e., furnished, installed and maintained, by and at the expense of the subscriber.

Subject to its rates, rules and regulations, Company will continue to supply telephone service until ordered discontinued, and subscriber will be responsible for payment of all services furnished until discontinued.

3. **DEPOSITS.** Customers applying for service that do not have a satisfactory credit rating, or existing subscribers whose credit rating has become impaired, will be required to make a suitable cash deposit to be held as security for the payment of bills for telephone service. The amount of such deposit shall not, however, exceed the amount of charges for telephone service which it is estimated will accrue for a period of two months. At such time as service or a contract is terminated, the amount of any deposit is credited to the subscriber's final account or refunded to the subscriber within forty-five (45) days. The deposit may be returned at any time the Company feels that the subscriber has established a satisfactory credit rating. The deposit will earn interest at a rate as determined by the North Dakota Public Service Commission on an annual basis. The interest rate will be determined as of the first business day of each year.

In case of discontinuance of service for nonpayment of amounts payable when due, Company will not restore service until all arrears are paid in full, applicable service connection charges are paid, and a cash deposit as required above is made, or until other satisfactory credit arrangements are made.

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation. Likewise, a deposit will not constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

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4. **PREMISE ACCESS.** When it is necessary for an SRT employee to visit a customer's home (troubles, installs, reg/dereg work, etc), the employees who take the service orders or trouble reports will inform customers, in advance, of the following: If minor children will be in the home during our visit, it will be necessary for an adult to be present (FYI – an adult is anyone 18 years of age or older). In other words, if there are only minor children at home when an SRT employee arrives, because of company policy, he and/or she will not be permitted to enter the customer premise. If a customer is unable to be at home when work needs to be done and they give us permission to enter the empty house we will continue to do so.
5. **PROTECTION OF LINES.** The subscriber shall protect the Company's lines used to render the service to the subscriber against other users of the subscriber's property when, in the judgment of the Company, such other users create conditions which would impair telephone service or which constitute a hazard to Company's property or to the safety of Company employees. The telephone equipment and facilities furnished shall be carefully used and cared for by the subscriber and shall be surrendered to the Company upon termination of the subscriber's right of use in as good condition as when received, ordinary wear and tear alone excepted.

All ordinary expense of maintenance and repair and that occasioned by fire or storm will, unless otherwise specified in the Company tariffs or in the contract for the use of equipment or facilities, be borne by the Company. In case of damage to, or destruction of, any of the said equipment or facilities, due to negligence or willful act of the subscriber, the subscriber shall pay the cost of replacing such equipment and facilities or the cost of their repair.

When the repair of facilities is required on private property, it is the responsibility of the premises owner to provide suitable working space for repairs by the Company. This would include, but is not limited to, removing any required concrete or asphalt, the repair or replacement of supporting structure or to provide any required digging to access the damaged area.

The premises owner/customer has responsibility to provide, and/or maintain and manage, the cable/wire beyond the demarcation point.

The Company will install and provide maintenance for cable/wiring beyond the demarcation point at the request of the premises owner/customer at appropriate charges.

It is the customer's responsibility to know where their facilities begin. If the Company performs premises audits to determine demarcation point locations, Company may impose appropriate charges.

The premises owner shall be responsible for Company costs associated with the disruption of service to the customer if caused by other provider's access to Company equipment that serves as a common demarcation point for multiple customers. The premises owner is responsible for providing a secured location for the demarcation point, and also to limit access to authorized personnel only.

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6. **DEFAULT OF PAYMENT OR OTHER VIOLATION OF REGULATIONS.** Charges for local exchange service and facilities and charges for long distance service are due when the bill for such service is rendered. All bills are payable at the Company's office or payment agency. Failure to receive a bill does not exempt the subscriber from prompt payment of the subscriber's account. The subscriber is held responsible for all charges for local exchange service and facilities furnished at the subscriber's request and for all long distance service furnished at the subscriber's equipment, including charges for toll messages received at the subscriber's equipment on which the charges have been reversed. Any suspension or termination of service shall not relieve subscriber from payment or other obligations to Company.

The Company may either suspend or terminate service in the event of:

- A. The default of payment of any sum due for either exchange or toll service or both provided the Company has first given written notice to the subscriber of the subscriber's delinquency and of its intention to suspend or discontinue service on account of such delinquency, and the subscriber has been given not less than ten calendar days within which to pay such delinquent account prior to the actual suspension or discontinuance of service. In the event there is disagreement or dispute concerning a bill for telephone service, the subscriber shall have the right to deposit a sum of money equal to the amount of the bill with the Company pending settlement and thereby avoid discontinuance of service for non-payment of such disputed bill.
- B. The use of any telephone to make a call of an annoying, obscene, anonymous or threatening nature with the intent to harass any person or the use of foul or profane language.
- C. The impersonation on the telephone of any other person with fraudulent intent.
- D. The utilization of the telephone by a subscriber in such a manner as to interfere with the service of other telephone users.
- E. The utilization of the telephone by a subscriber in connection with a plan to secure a large volume of calls to be directed to such subscriber at about the same time, resulting in preventing, obstructing or delaying the service of others.
- F. The utilization of the telephone by a subscriber for any purpose other than a means of communication.
- G. Any other violation of the Company's rules and regulations.

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7. **USE OF SERVICE FOR UNLAWFUL PURPOSES.** Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such service is being so used or will be so used, it has the right to discontinue or deny the service and to refer the matter to the appropriate legal authority having jurisdiction.
8. **LIMITED LIABILITY OF THE COMPANY.**
- A. The Company does not guarantee uninterrupted working of its lines or equipment. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service or equipment, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly rate for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this tariff as an allowance for interruptions.
 - B. The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities or infringement of patents arising from combining with or using in connection with facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
 - C. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omission, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs). No adjustment in charges will be made if such interruption is for a period of less than twenty-four (24) hours.
 - D. In no event shall Company be liable to customer or third party for any toll fraud. Toll fraud is any use of customer account(s) that result in unauthorized toll charges.
 - E. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this section, as a condition precedent to receipt of services.

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9. **CHANGE OF TELEPHONE NUMBER.** The Company does not guarantee to provide service to a subscriber in any exchange or through any particular central office in that exchange, and may change the subscriber's telephone number whenever it deems it is desirable in order to conduct business.
10. **TAMPERING WITH EQUIPMENT.** The Company may refuse to furnish or may deny telephone service to any person, firm or corporation on whose premises is located any equipment which shows any evidence of tampering, manipulating or altering, or the use of any device whatsoever, for the purpose of obtaining service without payment of the charges applicable for the service rendered.
11. **ERRORS IN DIRECTORY LISTINGS.** The Company issues directories to assist in furnishing prompt and convenient service, but it does not guarantee correct listings therein. The Company shall not be liable for damages arising out of errors in or omissions from its directories. The Company will furnish to its subscribers, without charge, only such directories as the Company determines necessary.
12. **WORK PERFORMED DURING OTHER THAN REGULAR WORKING HOURS.** The rates and charges in this tariff contemplate such work will be performed during regular working hours. If any work is performed beyond regular hours at the subscriber's request, a charge may be applied in addition to other rates and charges which may be applicable to cover the amount by which premium wage payments are in excess of the cost of handling the work during regular hours, plus any other unusual costs incurred in meeting the subscriber's request that the work be done during other than regular working hours.
13. **WAIVER OF RIGHTS OR DEFAULTS.** No delay by Company in enforcing any of its rights shall be deemed a waiver of such rights, nor shall a waiver by Company of any of subscriber's defaults be deemed a waiver of any other or subsequent defaults.
14. **MODIFICATION OF RATES, RULES AND REGULATION.** Company reserves the right, in any manner permitted by law, to modify any of its rates, rules, regulations or other provisions now or hereafter in effect.
15. **SPECIAL PAYMENTS TO POLITICAL SUBDIVISIONS.** In the event that Company is required to make any payments to any political subdivision by reason of its operations within such political subdivision, regardless of what such payments or services may be called, and regardless of the basis of determination thereof or the authority therefore, subscribers' bills for services supplied within such political subdivision will be increased during the period of which such payments or service are required by an aggregate amount sufficient to recover the amount of such payments and deficiencies. Each bill for services supplied within such political subdivision will be increased by the applicable proportionate part of such aggregate amount.

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16. **CONNECTION TO CUSTOMER PROVIDED EQUIPMENT AND COMMUNICATIONS SYSTEMS.** Customer terminal equipment and customer provided communication systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, title 47 of the Code of Federal Regulations. Where telephone service is used in connection with customer provided terminal equipment or communication systems, the operating characteristics of such equipment or systems shall be such as to:
- A. Not interfere with any service offerings by the Company.
 - B. Not endanger the safety of Company employees or the general public.
 - C. Not damage, require change in or alteration of, equipment or other facilities of the Company.
 - D. Not interfere with the proper function of Company equipment or facilities.
 - E. Not impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.

Upon notice from the Company that the customer provided equipment or system is causing or is likely to cause a hazard or interference, the customer shall make such changes as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of all Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer provided equipment or facilities.

A service charge, as provided elsewhere in this tariff, will be billed to the customer for each premise visit necessary where the service difficulty or trouble is found to be caused by customer provided equipment.

Satisfactory performance of the telephone network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signaling shall be performed by equipment furnished, installed and maintained by the Company.

Customer provided tone-type address signaling is permitted through acoustic or inductive connections provided such connections are affected externally to a Company network control signaling unit. However, the facilities of the Company are not designed for such use and the Company makes no representation as to the reliability of address signaling which is performed in such a manner.

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The Company shall not be responsible for the installation, operation or maintenance of any customer provided equipment or systems. Telephone service is not represented as adapted to the use of such equipment or systems. Where such equipment or systems are connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by customer provided equipment or systems, or for the quality of defects in such transmission or the reception of signals by customer provided equipment or systems.

The Company shall not be responsible to the customer if changes in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.

Where any customer provided equipment or system is used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will promptly notify the customer, in writing, of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within 10 days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.

17. **CONNECTION TO CUSTOMER PROVIDED ALARM REPORTING EQUIPMENT.**

Customer provided alarm reporting equipment which sends dial pulses corresponding to a predetermined telephone number and then transmits a prerecorded voice alarm message may be connected to the facilities of the Company subject to the following regulations:

- A. Such systems may be connected only to individual dial central office or private branch exchange station lines.
- B. Connection to the Company's facilities shall be made only through use of connecting equipment provided by the customer. Such connecting equipment seizes the associated line upon receipt of a signal from the customer provided equipment, reconstitutes the dial pulses received from the customer provided equipment, restricts the transmission path to outward transmissions and automatically terminates the connection at the conclusion of the voice alarm message.
- C. Customer provided alarm reporting equipment shall not be used to interconnect any line or channel of the Company with any other communications line or channel of the Company or of any other person.

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- D. The magnitude and character of the electrical signals delivered to the customer connecting equipment referred to in 2. above from customer provided equipment and the operation and maintenance of such customer provided equipment shall be such as not to interfere with any of the services offered by the Company. The customer provided equipment shall operate in such a manner as to avoid hazard or damage to Company plant or injury to Company employees or customers because of the character or location of the customer provided equipment and of sources of power to which it is connected. Upon notice from the Company that the equipment of the customer is causing or is likely to cause hazard or interference, the customer shall make changes as may be necessary to remove or prevent such hazard or interference.

Telephone service furnished by the Company is not represented as adapted to the transmission of automatic reporting of alarm conditions. The use of customer provided automatic alarm reporting equipment in connection with the facilities of the Company is permitted only on the condition that the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission, or failures or defects in the Company connecting equipment occurring in the course of furnishing service and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission, or failures or defects in the Company connecting equipment occurs. The Company shall not be responsible for false alarms or other failures of the automatic alarm reporting equipment.

The customer indemnifies and saves the Company harmless against claims for infringement of patents arising from, combining with, or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customers shall be responsible for all arrangements with the person or persons to whom the notification of the existence of an alarm condition is to be directed.

18. **DEFAACEMENT OF PREMISES.** No liability shall attach to the Company by reason of any defacement or damage to the subscriber's premises resulting from placing the Company's instruments, apparatus, and associated wiring on such premise, or by the removal thereof when such defacement or damage is not the result of negligence on the part of the Company or its employees.
19. **INITIAL SERVICE PERIODS AND TERMINATION OF SERVICE.** The initial service period for local exchange telephone service and supplemental facilities is one month or less at the discretion of the Company. Service may be terminated prior to the expiration of the initial service period by payment of the charge for the entire initial period.

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Initial service periods for service, equipment or facilities may be greater than those specified herein when equipment or facilities of the type required are not available and if provided and upon termination would not be useful in serving another subscriber at the same location or as a part of a properly designed telephone distribution system service telephone users in the vicinity of or beyond the subscriber's location.

Subject to the discretion of the Company, Basic Termination Charges for certain other items that are furnished subject to initial service periods of more than one month and are removed prior to the expiration of an initial service period, will be computed, for any item involved, from the sum of the costs as defined in Section 2, Special Construction. The monthly rate of reduction of a Basic Termination Charge thus arrived at will then be determined by dividing it by the number of months (12,24,60, etc) in the applicable initial service period. The termination charge due is determined by multiplying the monthly rate of reduction of the Basic Termination Charge by the unexpired portion of the initial service period expressed in months and thirtieths of one month.

20. **CHECK RETURN CHARGE.** There shall be a charge of \$30.00 for any check or draft submitted to the Company for payment which is dishonored or returned by the financial institution on which it is drawn.

21. **INTEREST CHARGE ON OVERDUE ACCOUNTS.** Payment for services rendered by the Company are due promptly upon receipt of the billing statement by the customer. Failure of the customer to pay for telephone services within the Company's normal monthly billing cycle will result in an overdue account and a late payment interest charge will be added to the customer's next regular billing statement. The interest charge on overdue accounts will be calculated at one and one half percent (1 1/2%) of the amount due for the telephone services provided by the Company. Such interest charge shall be calculated monthly on all applicable overdue accounts.