

PANORA COMMUNICATIONS COOPERATIVE

TERMS OF SERVICE

LOCAL EXCHANGE SERVICE

About These Terms and Conditions: Panora Communications Cooperative (the “**Company**”) provides regulated local exchange services and facilities (“**Service**”) pursuant to our “**Terms of Service**,” inclusive of this cover page and the additional terms and conditions attached to or referenced herein. Previously, the Company provided Service pursuant to a Local Services Tariff filed with and approved by the Iowa Utilities Board. As a result of recent changes to applicable law and regulations, the Company no longer files a Local Services Tariff with the Iowa Utilities Board. We now provide Service pursuant our Terms of Service, which include the following documents, each as may be applicable to your specific Services and as may be amended or modified from time to time. The tariff will be available until the effective date on the Iowa Utilities Board website at <https://efs.iowa.gov/efs/ShowDocumentSearch.do?searchType=tariff> :

- (a) Our Standard Agreement for Local Exchange Service;
- (b) Our Rules and Regulations for Local Exchange Service;
- (c) Our Service Guide – Local Exchange Service;
- (d) Our Service Guide – General Exchange Service; and
- (e) Our Rate Schedules.

Effective Date: These Terms of Service are effective as of October 26, 2014 (the “**Effective Date**”). These Terms of Service cancel and supersede (i) the Company’s Local Services Tariff previously filed with and approved by the Iowa Utilities Board and (ii) any terms and conditions of service published by the Company and effective prior to the Effective Date.

Changes to these Terms: Our Terms of Service are available at the Company’s office, on the Company’s website or by email or U.S. Mail upon request. We may change rates, terms and conditions or other Terms of Service at any time by giving you notice as required by law. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication or notice as permitted or required by applicable law or regulation. If you elect not to cancel your Service and continue to use Service after the communicated effective date of any such changes, your continued use of Service will constitute acceptance of the modified Terms of Service.

Additional Services: These Terms of Service apply to local exchange services regulated by the Iowa Utilities Board. The Company may also offer or provide other products and services, including unregulated telecommunications or communications services. Such products and services are not covered by these Terms of Service, but may be subject to other service contracts or terms and conditions of service provided or made available to customers in connection with those products and services.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ORDERING AND USING SERVICE, YOU AGREE TO COMPLY WITH OUR TERMS OF SERVICE. IF YOU DO NOT ACCEPT OUR TERMS OF SERVICE, PLEASE NOTIFY US PRIOR TO INSTALLATION OR ACTIVATION OF SERVICE, AND WE WILL CANCEL YOUR SERVICE ORDER OR DISCONNECT YOUR SERVICE.

PANORA COMMUNICATIONS COOPERATIVE

TELEPHONE TARIFF

LOCAL SERVICES

ACCESS SERVICES CONCURRENCE

FILED WITH
IOWA UTILITIES BOARD

AUGUST 19, 2013

THIS IS A REPLACEMENT TARIFF WHICH
SUPERSEDES ALL TARIFFS ON FILE PRIOR
TO THE EFFECTIVE DATE OF THIS TARIFF.

Effective Date:
August 19, 2013

Filed with Board

RULES AND REGULATIONS

J. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice
 - a. The Telephone Company may disconnect or refuse service without notice:
 - 1) in the event of a condition on the customer's premises determined by the Telephone Company to be hazardous.
 - 2) in the event of customer's use in such a manner as to adversely affect the Telephone Company's facilities or the Telephone Company's service to others, such as:
 - a) connection of Customer Premise Equipment which causes or is likely to cause interference or hazard to the network.
 - b) Impersonation of another with fraudulent intent.
 - 3) in the event of tampering with facilities furnished and owned by the Telephone Company.
 - 4) in the event of unauthorized use.
2. By the Company After Prior Written Notice
 - a. In addition to the reasons set forth in subparagraph 1a. above, the Telephone Company may disconnect or refuse service after providing at least five days or in the case of deposits twelve days, prior written notice for any of the following reasons:
 - 1) failure of a customer to make suitable deposit as required by these rules.
 - 2) use of service in an unlawful or abusive manner, including to illegally threaten or harass other persons or in violation of any federal, state, or local law applicable to use of service.
 - 3) the customer's bill for local services remains unpaid after the last date for timely payment.
 - 4) for failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified to be furnished in the Telephone Company's rules filed with the Iowa Utilities Board as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon them as conditions of obtaining service by a contract subject to the regulatory authority of the Iowa Utilities Board.
 - 5) for failure of the customer to permit the Telephone Company reasonable access to its facilities.
 - 6) any other violation of the Telephone Company's rules and regulations on file with the Iowa Utilities Board, the requirements of municipal ordinances or law pertaining for the service.

ISSUED: July 17, 2013 EFFECTIVE: August 19, 2013
Date Date

BY: Andrew M. Randol Chief Executive Officer Panora, Iowa 50216
Name Title Address

Filed with Board

RULES AND REGULATIONS

J. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

2. By the Company After Prior Written Notice (Continued)

- b. Despite the prior written notice provisions as contained in these rules, disconnection may take place prior to the expiration of the notice period if the Telephone Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.
- c. Only one written notice will be provided to the customer if multiple violations occur.
- d. The notice of pending disconnection required by these rules shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The final date shall be not less than five days after the notice is rendered, or in the case of deposits twelve days. The notice will include a toll-free or collect number where a customer can obtain additional information.
- e. Where written notice is required, the Company will not disconnect service on a weekend, holiday, or after 2:00 P.M. unless the Company is prepared to reconnect the service the same day.

3. Disputes

In the event of a dispute concerning a bill, the Telephone Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures in the Telephone Company's Tariff, shall continue and for not less than forty-five days after the rendering of the disputed bill, the service shall not be disconnected for non-payment for the disputed amount. The forty-five days may be extended by up to sixty days if requested of the Telephone Company by the Iowa Utilities Board in the event the customer files a written complaint with the Iowa Utilities Board, Customer Service, 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, toll free at 1-877-565-4450, or customer@iub.iowa.gov.

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CENTRAL OFFICE ACCESS LINE CHARGE - For work associated with the telephone line, extending from central office equipment up to and including, the demarcation point located at the customers' premises.

CHANNEL - An electrical path suitable for the transmission of communications.

CHARGES - Nonrecurring amounts billed to customers for regulated services.

CHECK OF SERVICE or SERVICE CHECK - An examination, test or other method utilized to determine the condition of customer-provided terminal equipment and inside station wiring.

CIRCUIT - A channel used for the transmission of electrical energy in the furnishing of telephone and other communication services.

CLASS OF SERVICE - The various categories of service generally available to the customer, such as business, residential, pay telephone service and resale or shared services.

COMMUNICATIONS SYSTEM - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or Company stations.

COMPANY - A corporation, association, partnership, or individual engaged in the business of furnishing telephone and other communications services to the public.

CONNECTING COMPANY - A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

CONSTRUCTION CHARGE - A separate recurring and/or nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange tariffs.

CONTIGUOUS PROPERTY - Two or more parcels of property, occupied by the customer, in which the boundary line of one property touches the boundary line of the other(s).

CONTRACT - The agreement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the tariff.

COST - The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

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Panora Communications
Cooperative

TELEPHONE TARIFF
_____ Revised
Cancels _____

PART III
Sheet No. 29
Sheet No. _____

Filed with Board

ACRONYMS

C

CO Central Office

E

EAS Extended Area Service

F

FCC Federal Communication Commission
FX Foreign Exchange

I

IUB Iowa Utilities Board

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LOCAL EXCHANGE SERVICE

RESALE AND SHARED SERVICES

A. GENERAL

1. The Company will provide central office access lines to any landlord, owner, tenant association, or other affiliated group for the purpose of reselling or sharing local exchange services to occupants of a building or complex of buildings with a community of interest.
2. All persons (end-users) or occupants in a building or complex of buildings shall be permitted to subscribe to local exchange service from the Company.
3. The telephone rates charged to resale or shared use providers of service shall be on the same basis as business service.
4. The rates contained herein are in addition to all other applicable rates and charges located in other parts of this Company's tariff.

B. CONDITIONS

1. Community of interest as used in Paragraph A.1. above normally indicates joint or common ownership but other factors may be considered.
2. The local resale or shared use supplier is required to subscribe to a sufficient number of access lines to assure the local network is not impaired and shall provide adequate facilities to its customers.
3. The Company is responsible for transmission quality up to the point of demarcation with the resale/shared use supplier. Transmission quality on the customer side of demarcation shall be the responsibility of the resale/shared use supplier.
4. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers or users. The Company shall provide the resale/shared use supplier a directory in accordance with Part II of this tariff.

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GENERAL EXCHANGE SERVICES

EMPLOYEES' TELEPHONE SERVICE

A. GENERAL

Employees' Concession Telephone Service may be offered to all active and retired employees at their residence when such telephone service is provided by this Company.

B. RATES

1. The charge for Employees' Telephone Service is * percent of the regular rate.

C. CONDITIONS

1. Employees' Telephone Service at their residence is available to employees of the Company having at least 0 months continuous credited service with the Company.

* - Rates are available to customers at the Company's office, website or by mail.

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GENERAL EXCHANGE SERVICES

E. CONDITIONS

1. No toll calls will be placed from or charged to the customer's adjacent exchange central office access line except at such times as the primary exchange central office access line has been reported to be out of service.
 - a. Any violation of this condition will be cause for suspension or termination of the Adjacent Exchange Service.
 - b. When service from the primary exchange has been reported out of order, toll calls placed from the adjacent exchange central office access line will be rated from the adjacent exchange.
2. The rates, charges and billing for primary exchange service (plus toll charges on the primary central office access line) will be the responsibility of the primary company. The primary exchange company shall bill for the adjacent exchange service and make appropriate settlement to the secondary exchange company, unless the primary exchange and the adjacent exchange agree to a different billing arrangement.
3. All outside telephone plant and facilities will be owned, installed and maintained by the company(s) in whose exchange it is provided.
4. A customer subscribing to adjacent exchange service must also subscribe to service from the primary exchange. Any suspension or termination of the primary exchange service will require suspension or termination of the adjacent exchange service.
5. Disconnection of Service
 - a. When service provided under this tariff is disconnected, because the customer has no further need of such, or for non-payment of either primary or adjacent exchange service, no refunds of amounts paid previously by the customer for the extension of this service will be made by the Company.
6. Reuse of Facilities
 - a. When disconnected facilities are reused by a subsequent adjacent exchange service customer requiring the same grade of service, no additional Construction Charges will be applied to such reconnected facilities, providing no additional construction of telephone plant is required.
7. Failure of the customer to comply with the tariff provisions related to adjacent exchange service shall make the customer subject to discontinuance of service after appropriate notice.
8. Adjacent exchange service shall be restricted to only residential service, unless a waiver is permitted by the Utilities Board for a particular customer for good cause shown.

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GENERAL EXCHANGE SERVICES

PERSONAL SAFETY EXCEPTION FORM

Customer Certification

In order to provide a solution to your unique personal safety concerns, it is necessary for you to provide responses to the questions below.

What is the estimated interval of time that your personal safety concerns require "Per-Line" Blocking?

If you are requesting "Per-Line" Blocking for a telephone line other than your own, the responsible party must sign below.

CUSTOMER REQUESTING FREE PER LINE BLOCKING:

PRINT NAME: _____

SIGNATURE: _____

TELEPHONE NUMBER WHERE PER LINE BLOCKING WILL BE ASSIGNED:

CUSTOMER RESPONSIBLE FOR TELEPHONE ACCOUNT:

PRINT NAME: _____

ADDRESS: _____

SIGNATURE _____

If a line is equipped with "Per-Line" Blocking, the telephone number of that line will not be delivered to any subscribers of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with "Per-Line" blocking who need assistance. In addition, subscribers of Caller ID may choose not to answer blocked calls. THE CUSTOMER REPRESENTS THAT HE/SHE UNDERSTANDS THE ABOVE, AND THE CUSTOMER RELEASES PANORA COMMUNICATIONS COOPERATIVE FROM ALL CLAIMS AND LIABILITY, INCLUDING PERSONAL INJURY, CAUSED BY ITS ERRORS, OMISSIONS AND THE OPERATION OR MALFUNCTION OF "PER-LINE" BLOCKING SERVICE.

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GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

C. CONDITIONS (Continued)

13. (Continued)

- a. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Telephone Company prior to the effective date of service.
- b. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file and to advise the Telephone Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.
- c. The Telephone Company will provide to the customer on request a complete written copy of the master address file to permit the customer to verify accuracy of the police, fire, and ambulance PSAP routing designations.
- d. Changes, deletions, and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
- e. The Telephone Company will furnish a written copy to the customer for verification showing each change, deletion, and addition to the master address file.

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_____ Revised
Cancels _____

PART VI
Sheet No. 70
Sheet No. _____

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SERVICE CHARGES

SERVICE CHECK CHARGES

A. GENERAL

1. A service check will be performed when a customer requests the telephone company to perform a check of its facilities up to the demarcation point.

B. CONDITIONS

1. No charge will be assessed the customer regardless of whether the telephone company determines any difficulty exists on its side of the demarcation point.
2. When a customer requests that the telephone company locate or repair any difficulty on the customer's side of the demarcation point, a deregulated charge may apply for checking the facilities on both the customer's and the telephone company's side of the demarcation point.

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TELEPHONE TARIFF
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PART VII
Sheet No. 72
Sheet No. _____

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ACCESS SERVICES CONCURRENCE

A. CONCURRENCE IN RATES AND CHARGES OF NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. NO. 3, 4, AND 5 AS FILED BY THE IOWA TELECOMMUNICATIONS ASSOCIATION ACCESS SERVICE TARIFF NO. 1

1. Panora Communications Cooperative concurs in the Effective Access Tariffs as filed by the Iowa Telecommunications Association in the State of Iowa.

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