

IOWA  
TELECOMMUNICATIONS TARIFF  
OF  
**FIRST COMMUNICATIONS, LLC**

3340 West Market Street  
Akron, Ohio 44333

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services and local exchange telecommunications services within the state of Iowa by First Communications, LLC.

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Issued: January 9, 2007

Issued by: Joseph R. Morris  
First Communications, LLC  
3340 West Market Street  
Akron, Ohio 44333

Effective: January 25, 2007

**1. APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of Local Exchange Service by the Company. Service is furnished subject to transmission, atmospheric, and like conditions.F

**2. REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to provide Telecommunications Service and Local Exchange Service within the state of Iowa in accordance with the terms and conditions set forth in this tariff. The Company does not own or operate local call transmission facilities, but rather resells the facilities of underlying carriers.

**2.1.2 Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of satellite or other transmission medium capacity or because of any causes beyond its control.

**2.1.3 Liability of the Company**

(A) Except as stated in this Section 2.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

(B) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charge provided for under this tariff for the period during which the call was affected. No other liability in any event shall attach to the Company.

(C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or national emergencies, insurrections, riots, wars, or strikes or other labor difficulties.

(D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's Telecommunications Service. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.

#### 2.1.4 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities: and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

## 2.2 **Prohibited Uses**

Service provided for in this tariff shall not be used for any unlawful purpose.

## 2.3 **Use of Service**

Local Exchange Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the FCC and the Board.

**2.4 Billing****2.4.1 Monthly Billing**

Bills to Customers will be issued monthly. Local service charges, including installation charges, are billed in advance. Toll charges are billed in arrears. The Company will not require or collect deposits in Iowa.

**2.4.2 Bill Contents**

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. The Company will also comply with reasonable requests for bill detail.

**2.5 Payment for Service****2.5.1 Late Penalty Charge**

Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within twenty-two (22) days after the invoice date listed on the bill it shall become a delinquent bill and a late payment charge shall apply.

**2.5.2 Partial Payment**

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services, except interstate toll and related taxes.

**2.5.3 Timely Payment for Residential Customers**

Each residential Customer is permitted to have a last day for timely payment changeable for cause in writing.

2.5.4 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

2.5.5 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon the Company on a per-call basis shall be charged to Customers receiving the Company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

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## 2.6 Disputes and Complaints

### 2.6.1 Disputed Bills

In the event of a dispute concerning the bill, the Company will require the Customer to pay the undisputed portion of the bill, if any, according to the payment terms of this tariff. Following payment of the undisputed amount, efforts to resolve the complaint using the proscribed complaint procedures of this tariff shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of the Company by the Board in the event the Customer files a written complaint with the Board. If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within six (6) months the date of the bill, the bill shall be deemed correct and binding upon the Customer.

### 2.6.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to the Company by telephone, in person, or in writing at the Company's office located at 3340 West Market Street, Akron, Ohio 44333. The Company's customer service department can be reached at 800-274-1015. Complaints concerning the charges, practices, facilities, or services of the Company will be investigated promptly and thoroughly. The Company 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 the Company to review and analyze its procedures and actions. The records maintained by The Company under this tariff will be available for inspection by the Board or its staff upon request. Within thirty (30) days of the receipt of a written complaint, the Company will provide written notice to the Customer of the status of the complaint.

Should the customer be dissatisfied with the Company's resolution of any disputed matter, the customer may file for resolution of the dispute with the Iowa Utilities Board. The Board may be reached by mail at:

Iowa Utilities Board  
350 Maple Street  
Des Moines, IA 50319  
877-565-4450 or iubcustomer@iub.state.ia.us

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**2.7 Service Refusal, Disconnection, and Suspension****2.7.1 Notice of Pending Disconnection**

Prior to the disconnection of service, the Company shall 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. Final dates shall be no less than five (5) calendar days with respect to an unpaid bill and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. 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 notice will specify (800) 274-1015 as a toll-free number at which a Company representative can be reached to provide additional information about the disconnection.

**2.7.2 Reasons for Service Refusal, Disconnection, and Suspension**

Service may be refused, disconnected, or suspended:

- (1) Without notice if a condition on the Customer's premises is determined by the Company to be hazardous.
- (2) Without notice if the Customer uses the service in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (3) Without notice if equipment furnished, leased, or owned by the Company is subject to tampering.
- (4) Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

### 2.7.2 Reasons for Service Refusal, Disconnection, and Suspension (cont'd)

- (5) If there are reasonable grounds to believe there is a violation of or noncompliance with the Company's regulations on file with the Board, municipal ordinances, or law.
- (6) If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's regulations filed with the Board as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office is closed.
- (7) If the Customer fails to permit the Company reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office at the address specified in this tariff is closed.

### 2.7.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit

Except as restricted by Section 2.7.4, service may be refused, disconnected, or suspended for nonpayment of a bill or deposit if the Company has made a reasonable attempt to effect collection and:

- (1) The Company has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if the Company determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- (2) The Company is prepared to reconnect the same day if disconnection is scheduled for a weekend, holiday, or after 2:00 p.m.



2.7.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit (cont'd)

- (3) In the event of a dispute concerning the bill, the Company will 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 the complaint procedures specified in this tariff shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of the Company by the Board in the event the Customer files a written complaint with the Board.

However, in no event shall service be disconnected for nonpayment of a bill or deposit on the day preceding or day on which the Company's local business office or local authorized agent is closed.

2.7.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective customer:

- (1) Delinquency in payment for service by a previous occupant of the premises to be served.
- (2) Failure to pay for terminal equipment, new inside station wiring or other merchandise purchased from the Company.
- (3) Failure to pay for a different type or class of public utility service.
- (4) Failure to pay the bill of another Customer as guarantor thereof.
- (5) Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.
- (6) Failure to pay for information service not regulated by the Board.

### 2.7.5 Medical Emergency

Disconnection of a residential customer shall be postponed 30 days if an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered would present an especial danger to the health of any permanent resident of the premises. Indicators of an especial danger to health include, but are not limited to: age; infirmity; mental incapacitation; serious illness; physical disability, including blindness and limited mobility; and any other factual circumstance which may indicate a severe or hazardous health situation. The company may require written verification of the especial danger to health by a physician or a public health official, including the name of the person endangered, and a statement that the person is a resident of the premises in question. Initial verification may be by telephone, but the company may require a written verification within 5 days of the verification of the especial health danger by the physician or a public health official, including the name of the person endangered and a statement that the person is a resident of the premises in question. If the service has been disconnected within 14 days prior to verification of illness for a qualifying resident, service shall be restored to that residence if a proper verification is thereafter made in accordance with the foregoing provisions. If the customer does not make payment during the 30-day period, the service is then subject to disconnection.

### 2.7.6 Temporary Service

When the Company renders temporary service to a Customer, the Customer may be required by the Company to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

**2.8 Cancellations and Deferrals of Service**

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow the Company to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

**2.8.1 Cancellation**

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

**2.9 Special Promotions**

From time to time the Company may engage in special service offerings of limited duration. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

**2.10 Information Service Access Blocking**

Where facilities are available, Customers have the option to block access to all "950" and "976" prefix numbers, without charge for the first block. The Company will comply with all applicable rules of the Board concerning such blocking.

**2.11 Emergency Call Handling Procedures**

Emergency 911 calls are placed by dialing the digits "911." Such calls are not routed to the Company, but are routed by Qwest Communications International, Inc. ("Qwest"), f/k/a U S West Communications, Inc., through the local network to the appropriate public safety answering point. Qwest will forward to the public safety answering point the address of the dialing station that has been provided to Qwest by the Company.

### **3.0 SERVICE OFFERINGS, RATES AND CHARGES**

#### **3.1 Services, Rates and Charges**

All applicable services, rates and charges can be found on our website at <http://www.firstcommunications.org> or by calling us at 800-274-1015.

### **4.0 EXCHANGE SERVICE AREA**

First Communications provides resale services in Qwest footprint in the state of Iowa. First Communications will also provide extended area service, which mirrors that of Qwest.