



# Communications Service Policy

CITY OF FORT DODGE MUNICIPAL COMMUNICATIONS UTILITY  
APPROVED 06-10-2024

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# City of Fort Dodge Municipal Communications Utility Service Policy

This policy is established by the City Council of the City of Fort Dodge Iowa for the Fort Dodge Municipal Telecommunications Utility, hereafter referred to as FORT DODGE FIBER, and designed to promote consistency, equity, and quality service to all customers. It does not intentionally conflict with any applicable law, regulation or ordinance imposed by other authorities, such as the Federal Communications Commission, Iowa Utilities Board or City of Fort Dodge.

## 1 DEFINITIONS

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“FORT DODGE FIBER” means the City of Fort Dodge Municipal Telecommunications Utility, whose principal place of business is 617 Central Avenue, Fort Dodge, IA 50501.

“Services” means the Utility’s products, software, equipment, and web sites collectively.

“Business Subscriber” means a customer who purchases a tier of service designated for any purpose other than personal, non-commercial use in the subscriber’s private dwelling, including without limitation use for any commercial, educational, governmental, or organizational purpose, whether for-profit or not-for-profit.

“Residential Subscriber” means a customer who purchases service for their household or personal, non-commercial use at a private dwelling unit.

“Home Occupation” or “Home Business”, as defined by the Code of the City of Fort Dodge, Section 17.03.01, is an occupation or business conducted in a dwelling unit.

“Inside wiring” means the cable that exists inside the subscriber’s premises and on the subscriber’s property to the interconnection point with the Utility fiber network and includes any outlets, splitters, connections, fittings, network extensions to accessory buildings, or wall plates attached to it. All inside wiring belongs to the property owner, regardless of who may have installed it. The customer or property owner is responsible for the installation, repair, and maintenance of the inside wiring.

## 2 TERMS OF SERVICE

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Your use of the Services is subject to the terms of a legal agreement between you and FORT DODGE FIBER. Your agreement with FORT DODGE FIBER will always include, at a minimum, the provisions set out in this document.

### 2.1 POLICIES INCLUDED IN TERMS OF SERVICE

Your use of the Services is also subject to the FORT DODGE FIBER Acceptable Use Policy as adopted by the Fort Dodge City Council,

Together, these policies govern your use of the Services and are referred to as the Terms of Service, or Terms. The Terms currently in force may be found at [www.fortdodgefiber.com](http://www.fortdodgefiber.com) or you may request a written copy at our office or by calling (515) 515-5000.

## **2.2 ACCEPTING THE TERMS**

FORT DODGE FIBER has provided you with the Terms in plain language. The Terms shall be accorded their plain and ordinary meaning.

Before using the Services, you should carefully read the Terms. By establishing an account or using the Service, you agree to be bound by the Terms. If you do not agree to be bound by the Terms, you should immediately stop using the Services and contact FORT DODGE FIBER to cancel your subscription.

You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with FORT DODGE FIBER, or (b) you are a person barred from receiving the Services under the laws of the United States, Iowa or any other governmental authority empowered to regulate your use of the Services.

Before you continue, you should print or save a local copy of the Terms for your records.

## **2.3 CHANGES TO TERMS**

FORT DODGE FIBER may make changes to the Terms from time to time. When changes are made, FORT DODGE FIBER will post revised Terms at [www.fortdodgefiber.com](http://www.fortdodgefiber.com). Revised terms shall take effect immediately upon posting.

You understand and agree that if you use the Services after the date when a change to the Terms is posted, FORT DODGE FIBER will treat your use as acceptance of the updated Terms.

The Terms may not be modified by any verbal statement or representation. If there is any contradiction between the Terms and any other representation made to you, the Terms shall take precedence, unless through a separate written agreement between you and FORT DODGE FIBER which has been authorized by the Fort Dodge City Council.

## **2.4 QUESTIONS ABOUT THE TERMS**

If you have questions about the Terms, contact FORT DODGE FIBER at 617 Central Avenue, Fort Dodge, Iowa 50501. Our phone number is (515) 515-5000. You will be referred to the appropriate staff member for assistance, depending upon the nature of your question.

# **3 PROVISION OF THE SERVICES BY THE UTILITY**

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The Services are available at locations that meet operational criteria in the sole discretion of FORT DODGE FIBER.

FORT DODGE FIBER builds and maintains facilities in areas where service is provided. Services are provided by connecting the Utility's facilities and any necessary reception equipment to the subscriber's inside wiring. Only authorized Utility employees or their authorized representatives may remove, cut, raise, or change any facilities belonging to the Utility. FORT DODGE FIBER retains ownership of all facilities and all reception equipment we provide for use at the customer premises.

All inside wiring belongs to the property owner, regardless of who may have installed it. The customer or property owner is responsible for the installation, repair, and maintenance of the inside wiring.

Facilities may be installed overhead on existing poles or underground in compliance with the Municipal Code of the City of Fort Dodge. No additional poles will be erected on or along any City street without the advance approval of the City. Facilities outside the corporate limits of Fort Dodge shall be installed overhead or underground at the Utility's sole discretion and in compliance with any law or ordinance governing use of public rights-of-way.

When facilities are constructed or relocated at the request of a customer, the costs of construction may be shared by the customer or property owner and the Utility. Such cost sharing arrangements are governed by the Facilities Extension Policy found in Section 21 of the Policy.

FORT DODGE FIBER offers communications services under a fee schedule established by the Fort Dodge City Council. The schedule of standard services and prices is published in our service brochure, available at our Customer Experience Center at 617 Central Avenue, Fort Dodge, Iowa 50501, or online at [www.fortdodgefiber.com](http://www.fortdodgefiber.com).

FORT DODGE FIBER also offers custom communications services for Business Subscribers under separate, non-standard pricing individually approved by the Fort Dodge City Council.

FORT DODGE FIBER has contracts with vendors, providers, and affiliated legal entities, ("Affiliates"). Sometimes, these Affiliates provide the Services to you through or on behalf of FORT DODGE FIBER. You acknowledge and agree that Affiliates will be entitled to provide the Services to you.

You acknowledge and agree that FORT DODGE FIBER may refuse to provide the services, stop, or deactivate (permanently or temporarily) the Services, or change the form, nature, prices, features, and limitations of the Services at its sole discretion without prior notice to you, except where prior notice is required by law or regulation.

You acknowledge and agree that if FORT DODGE FIBER deactivates access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

You acknowledge and agree that the Services are subject to interruption for business purposes or from equipment failure, human error, or acts of God; and may not always be available, timely, secure, or free from error.

## 4 PAYMENT FOR SERVICES

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You agree to pay all charges associated with the Services, which may be for installation, equipment, service calls, monthly service rates or other purposes. You also agree to pay any taxes or other governmental fees required to be collected by FORT DODGE FIBER on behalf of taxing authorities. The schedule of charges that apply to your service may be found at [www.fortdodgefiber.com](http://www.fortdodgefiber.com) or requested from FORT DODGE FIBER's Customer Experience Center 617 Central Avenue, Fort Dodge, Iowa 50501 or by calling (515) 515-5000.

Services are billed in advance. Your first bill will include charges for the partial month during which you subscribed to the services as well as the next month in advance.

### Residential Account Billing Schedule

1 <sup>st</sup> of the month	Bills calculated, issued
10 <sup>th</sup> of the month	Courtesy payment due reminder via email (if provided by customer)

15 <sup>th</sup> of the month	Payment Due
15 <sup>th</sup> of the month	AutoPay is Pulled for enrolled customers
16 <sup>th</sup> of the month	Late notice and disconnection notice sent by email
16 <sup>th</sup> of the month	Late Fee Applied
20 <sup>th</sup> of the month	Account suspended for non-payment
27 <sup>th</sup> of the month or next business day after the 27th	Account Deactivation

Business Account Billing Schedule for Services

1 <sup>st</sup> of the month	Bills calculated, issued
15 <sup>th</sup> of the month	AutoPay is pulled for enrolled customers
45 <sup>th</sup> Day after Invoice Issued	Payment Due
46 <sup>th</sup> Day after Invoice Issued	Late Fee Applied
50 <sup>th</sup> Day after Invoice Issued	Account suspended for non-payment
57 <sup>th</sup> Day after Invoice	Account Deactivation

Business Billing Schedule for Equipment

NET 60 Day terms for all Equipment – 1.5% late fee applied on NET 61.

If you have questions or concerns about your bill, contact FORT DODGE FIBER at (515) 515-5000.

You agree that you will not engage in theft of the Services or use any Service for which you do not pay. If you observe that you are receiving services for which you have no current subscription and are not being billed, it is your obligation to report the receipt of unsubscribed services to FORT DODGE FIBER. Violators of this service theft policy will be prosecuted to the full extend of the law.

FORT DODGE FIBER may require customers to bring any past due accounts up-to-date and may require a deposit before providing the Services.

FORT DODGE FIBER may disconnect your service if you do not pay your bill by the due date.

If your service is disconnected for non-payment, we may require you to pay all past due charges and a reconnection fee in a manner of our choosing before we reconnect your service.

## **5 USE OF THE SERVICES BY YOU**

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To access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process or as part of your continued use of the Services. You agree that any registration information you give to FORT DODGE FIBER will always be accurate, correct and up to date.

You agree to use the Services only for lawful purposes permitted under the Terms and by any applicable law, regulation or generally accepted practices or guidelines in Iowa or any other relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other countries).

You agree that you will not engage in any activity that interferes with or disrupts the Services or the servers and networks which are connected to the Services.

Unless you have been specifically permitted to do so in a separate agreement with FORT DODGE FIBER, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose, or in any way authorize, permit, or enable others to use the Services FORT DODGE FIBER provides to you.

Without limitation and for the avoidance of doubt, subscribers are in violation of the Terms if they fail to secure a wired or wireless local area network against access by any third party, whether such access is known or unknown to the subscriber, and whether a fee is collected for such access.

You agree that you are solely responsible for (and that FORT DODGE FIBER has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which FORT DODGE FIBER may suffer) of any such breach.

You may stop using the Services at any time. If you no longer use the Services, you should contact FORT DODGE FIBER and cancel the Services. Any equipment owned by FORT DODGE FIBER and supplied for your use in connection with the Services must be returned to FORT DODGE FIBER before billing for the Services will cease. FORT DODGE FIBER will charge a replacement fee for equipment you do not return and for equipment returned in damaged condition. Replacement fees are specified in our published rates, available at our Customer Experience Center or online at [www.fortdodgefiber.com](http://www.fortdodgefiber.com).

## **6 PASSWORDS AND ACCOUNT SECURITY**

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You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

You agree that you will be solely responsible to FORT DODGE FIBER for all activities that occur under your account, whether conducted by you or conducted by a third party with or without your knowledge.

You agree that you are solely responsible for the security of any device(s) connected to the Services through your account, including any data stored or shared on or through the device(s).

If you become aware of any unauthorized use of your password or of your account, you may notify FORT DODGE FIBER by phone at (515) 515-5000 or by email at [support@fortdodgefiber.com](mailto:support@fortdodgefiber.com).

## **7 PRIVACY AND YOUR PERSONAL INFORMATION**

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FORT DODGE FIBER collects personal information from customers for the purpose and to the extent necessary to enable provision of services and secure payment for services. We also acquire information about the services you use and usage patterns as part of the normal course of business. It is our goal to protect your privacy and personal information to the best of our abilities by following the following procedures.



## **7.1 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)**

FORT DODGE FIBER's privacy rules seek to protect your account information from identity theft and fraud by closely following the Customer Proprietary Network Information (CPNI) rules enacted by the Federal Communications Commission. These CPNI rules allow us to discuss account information only with the person(s) listed on the account. To identify the identity of that person, we collect the social security number and/or the driver's license or other government-issued identification of each authorized user by requiring customers to complete a Customer Proprietary Network Information (CPNI) Input Form prior to scheduling the installation of services.

## **7.2 DISCLOSURE OF INFORMATION**

Except as described in this policy, the disclosure of personally identifiable customer information to a third party shall only occur if the customer provides written or electronic consent in advance.

- A. Customer records may be available to employees or agents of FORT DODGE FIBER to market, provide, or audit communication services, to measure viewership and customer satisfaction, to settle disputes, and to provide customers with information concerning communications related products.
- B. Information may be provided to contractors acting on behalf of FORT DODGE FIBER for the purpose of installing or repairing services.
- C. Information may be released to collection services if required to collect past due bills.
- D. FORT DODGE FIBER may be required to disclose information or provide documents, including e-mails or other documents subscribers have stored on our network, to comply with a request from a law enforcement agency or a court order. The disclosure of information shall be limited as follows:
  - a. City of Fort Dodge, Webster County, State of Iowa and any subdivision or agency thereof: Disclosure of name, address and forwarding address only. Any other information will be provided only upon the receipt of a subpoena or court order (other information may include phone number or Social Security Number).
  - b. Law enforcement agencies and emergency responders: Disclosure of name, address, phone numbers, and emergency contacts will be made upon a bona fide request. Bona fide means that FORT DODGE FIBER is certain of the source of the request. Any other information will be provided only upon the receipt of a subpoena or court order (other information may include SSN). These agencies include the FBI, Police or Fire Department and similar entities.

## **7.3 RECORDS INSPECTIONS BY CUSTOMERS**

By providing adequate personal identification, a customer and/or their authorized account user(s) may review their account information and inspect personally identifiable customer information during office hours. Customers shall have the right to correct any inaccurate information in their account records.

## **7.4 INTERNET AND E-MAIL PRIVACY PRACTICES**

FORT DODGE FIBER does not monitor the content of information packets passing over our network or information stored on our network.

FORT DODGE FIBER does not monitor the content of e-mail passing over our network and respects the privacy of users' e-mail.

FORT DODGE FIBER cautions users that electronic communication, including e-mail, is not completely private on any network.

FORT DODGE FIBER may inspect information packets to investigate a report of network abuse or a condition on the network that indicates possible abuse.

If FORT DODGE FIBER is required by court order, subpoena, or similar law enforcement action to provide customer information stored on the network, staff members may review the materials to determine whether or not they are covered by the order.

## **8 CONTENT IN THE SERVICES**

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You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to FORT DODGE FIBER (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the owners of that Content, in a separate agreement.

You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

You agree that you are solely responsible for (and that FORT DODGE FIBER has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which FORT DODGE FIBER may suffer).

## **9 PROPRIETARY RIGHTS**

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You acknowledge and agree that FORT DODGE FIBER (or its licensors) owns all legal right, title, and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

Unless you have agreed otherwise in writing with FORT DODGE FIBER, nothing in the Terms gives you a right to use any of FORT DODGE FIBER' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

FORT DODGE FIBER acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with FORT DODGE FIBER, you agree that you are responsible for protecting and enforcing those rights and that FORT DODGE FIBER has no obligation to do so on your behalf.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **10 LICENSE FROM FORT DODGE FIBER**

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FORT DODGE FIBER gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by FORT DODGE FIBER as part of the Services (referred to as the “Software” below). This license is for the sole purpose of enabling you to use the Services provided by FORT DODGE FIBER, in the manner permitted by the Terms.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by FORT DODGE FIBER, in writing.

Unless FORT DODGE FIBER has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the software, or otherwise transfer any part of your rights to use the Software.

## **11 CONTENT LICENSE FROM YOU**

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You retain copyright and any other rights you already hold in Content which you submit, post, or display on or through the Services and hold FORT DODGE FIBER harmless for any reuse or public display of said content.

You understand that FORT DODGE FIBER required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services, or media. You agree that this license shall permit FORT DODGE FIBER to take these actions.

You confirm and warrant to FORT DODGE FIBER that you have all the rights, power, and authority necessary to grant the above license.

## **12 SOFTWARE AND EQUIPMENT UPDATES**

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The Software which FORT DODGE FIBER uses may automatically be updated from time to time to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit FORT DODGE FIBER to deliver these to you) as part of your use of the Services.

FORT DODGE FIBER provides equipment (such as optical network terminals, home gateways and Wi-Fi mesh devices) and related software and firmware used at Subscribers’ premises to deliver the Services. FORT DODGE FIBER retains

ownership of such equipment. Subscribers shall not connect FORT DODGE FIBER's equipment to any computer, television, or other device outside of their premises.

You acknowledge that use of the Service may at times require updates and/or changes to this equipment and/or related software or firmware. You will permit FORT DODGE FIBER and/or its agents' reasonable access to Subscriber premises:

- A. To repair, replace, upgrade, or alter the equipment, including access to any inside home wiring and other equipment owned by Subscriber and used to access the service.
- B. To remove any FORT DODGE FIBER equipment from the premises upon termination of service (it being understood that some equipment may not be removed upon termination, and failure to remove equipment by FORT DODGE FIBER does not constitute abandonment).
- C. In its discretion to use for the provision of the Service any existing wiring, conduit and/or other devices installed upon the premises. Subscriber acknowledges that he or she will be solely responsible for all costs of installation.

## **13 ENDING YOUR RELATIONSHIP WITH FORT DODGE FIBER**

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The Terms will continue to apply until terminated by either you or FORT DODGE FIBER as set out below.

If you want to terminate your legal agreement with FORT DODGE FIBER, you may do so by (a) notifying FORT DODGE FIBER at any time and (b) closing your accounts for the Services which you use and (c) returning any FORT DODGE FIBER-owned equipment to the Customer Experience Center. You acknowledge that billing for services will continue until all equipment owned by FORT DODGE FIBER has been returned to our office and any outstanding account balance is paid in full.

If you or FORT DODGE FIBER terminate this agreement, the rights and obligations under the Terms shall continue indefinitely after termination.

## **14 EXCLUSION OF WARRANTIES**

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You understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."

Nothing in these terms, including sections 14 or 15, shall exclude or limit FORT DODGE FIBER's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in Iowa will apply to you and our liability will be limited to the maximum extent permitted by Iowa law.

FORT DODGE FIBER, its affiliates and its licensors does not represent or warrant that your use of the services will meet your requirements:

- A. The services will be uninterrupted, timely, secure, or free from error
- B. Any information obtained by you because of your use of the services will be accurate or reliable
- C. Defects in the operation or functionality of any software provided to you as part of the service will be corrected.

Any material downloaded or otherwise obtained, whether intentionally or unintentionally, while using the service is at your own discretion and risk. You are solely responsible for any damage to your computer system or other device or loss of data that results from such material.

No advice or information, whether oral or written, obtained by you from FORT DODGE FIBER or through or from the Services shall create any warranty not expressly stated in the Terms.

FORT DODGE FIBER further expressly disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## **15 LIMITATION OF LIABILITY**

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Subject to overall provisions in Section 14 above and State of Iowa Code, you understand and agree that FORT DODGE FIBER, its affiliates and licensors shall not be liable to you for:

- A. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
- B. Any loss or damage which may be incurred by you, including but not limited to loss or damage because of:
  - a. Any reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services.
  - b. Any changes which FORT DODGE FIBER may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services).
  - c. The deletion of, corruption of, or failure to store any content and other communications data maintained or transmitted by or through your use of the Services.
  - d. Your failure to provide FORT DODGE FIBER with accurate account information.
  - e. Your failure to keep your password or account details secure and confidential.
  - f. Damage or loss incurred from virus, malware or any malicious or harmful content you may access through use of the Services.

The limitations on FORT DODGE FIBER's liability to you above shall apply whether or not FORT DODGE FIBER has been advised of or should have been aware of the possibility of any such losses arising.

You agree that the liability of FORT DODGE FIBER is limited to a refund of amounts prepaid for services which have not been delivered. Delivery of services is subject to the limitations set forth in item 15 of these Terms.

## **16 COPYRIGHT AND TRADEMARK POLICIES**

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It is the Utility's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Specific information about Copyright and trademark compliance may be found in FORT DODGE FIBER's Internet Acceptable Use Policy.

## **17 OTHER CONTENT**

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The Services may include hyperlinks or referrals to other web sites or content or resources. FORT DODGE FIBER has no control and makes no representations regarding any websites or resources provided by third parties.

You acknowledge and agree that FORT DODGE FIBER is not responsible for the availability of any websites or online resources, and does not endorse any advertising, products, or other materials on or available from such any websites or resources.

You acknowledge and agree that FORT DODGE FIBER is not liable for any loss or damage which may be incurred by you because of the availability of external sites or resources, or because of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

## **18 ADDITIONAL PROVISIONS**

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Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service, download software or purchase goods which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

Unless supplemented by a separate written agreement between you and FORT DODGE FIBER for use of the services, the Terms constitute the entire legal agreement between you and FORT DODGE FIBER; govern your use of the Services; and replace any prior agreements between you and FORT DODGE FIBER in relation to the Services.

You agree that FORT DODGE FIBER may provide you with notices, including those regarding changes to the Terms, by e-mail, U.S. Mail, ground delivery service or postings on the Services.

You agree that if FORT DODGE FIBER does not exercise or enforce any legal right or remedy which is contained in the Terms (or which FORT DODGE FIBER has the benefit of under any applicable law), such non-enforcement will not be taken as a waiver of FORT DODGE FIBER's rights, and those rights or remedies will still be available to FORT DODGE FIBER.

If any court of law with jurisdiction to decide on the matter rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

The Terms, and your relationship with FORT DODGE FIBER under the Terms, shall be governed by the laws of Iowa without regard to its conflict of law provisions. You and FORT DODGE FIBER agree to submit to the exclusive jurisdiction of the courts located within the Iowa District Court in Webster County, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that FORT DODGE FIBER shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **19 SERVICE CALLS**

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If a customer contacts FORT DODGE FIBER with a service-related issue, efforts will be made to resolve the issue over the phone or remotely if possible.

If a problem cannot be resolved over the phone or remotely, a service call will be scheduled at the customer's request. If the service issue is found to be the result of a problem with FORT DODGE FIBER's network or equipment, the customer will not be charged for the service call.

If the service issue is found to be the result a problem with the customer's equipment, wiring, or other circumstance beyond the control of FORT DODGE FIBER, a service call charge may be assessed. If the service call is initiated after normal business hours, an after-hours service call charge may be assessed. FORT DODGE FIBER staff may waive the service call charge upon their discretion.

## **20 FACILITIES ADDITION, EXTENSION OR RELOCATION POLICY**

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If a service drop is requested following the conclusion of the initial construction of the fiber network, defined as the time at which the project is considered complete and accepted as such by the Fort Dodge City Council, a network facilities charge based on estimated construction costs may be assessed. FORT DODGE FIBER retains the right to waive any such charges as it deems appropriate.

Estimated construction costs are calculated using average costs in accordance with good engineering practices and upon the following factors:

- A. Size, location, and characteristics of the addition, extension, or relocation
- B. All other materials and accessories required to construct a line including conduit, vaults, fiber and fiber splices, and termination equipment.

FORT DODGE FIBER reserves the right to require a contribution in aid of construction.

The customer may, with the consent of FORT DODGE FIBER and in accordance with FORT DODGE FIBER standards, offset a portion of the advance for construction cost by providing trenching and backfill for the underground fiber system. The customer is responsible for the trench and/or excavation being properly located within specified easements and/or rights-of-way. All relocation costs resulting from improperly located trenches shall be borne by the customer.

### **20.1 COMMUNICATION SYSTEM EXTENSION POLICY**

#### **20.1.1 Single Family Residential**

FORT DODGE FIBER may extend facilities, at FORT DODGE FIBER's cost, to newly constructed homes if FORT DODGE FIBER's fiber-to-the-premises system (FTTP) is near the premises. If in FORT DODGE FIBER's sole judgment circumstances exist which make the provision of service at FORT DODGE FIBER's cost unduly risky or burdensome to the Utility, FORT DODGE FIBER reserves the right to require a contribution in aid of construction.

#### **20.1.2 Multifamily Dwelling Units (MDU)**

FORT DODGE FIBER may extend facilities, at FORT DODGE FIBER's cost, to newly constructed MDUs provided that:

- A. FORT DODGE FIBER's fiber-to-the-premises system (FTTP) is near the premises or;
- B. In FORT DODGE FIBER's sole judgment an adequate number of the individual units within the premise will purchase retail communication services from FORT DODGE FIBER or;
- C. The MDU owner or manager executes a bulk communications agreement with FORT DODGE FIBER for the MDU.

If in FORT DODGE FIBER's sole judgment circumstances exist which make the provision of service at FORT DODGE FIBER's cost unduly risky or burdensome to the Utility, FORT DODGE FIBER reserves the right to require a contribution in aid of construction.

Activation fees, as administered at the time of connection, are applicable.

### **20.1.3 Commercial, Industrial, Governmental, Non-Profit, or Others**

FORT DODGE FIBER may extend facilities, at FORT DODGE FIBER's cost up to \$3,500.00, to newly constructed properties provided that;

- A. FORT DODGE FIBER's fiber-to-the-premises system (FTTP) is near the premises and;
- B. The customer subscribes to FORT DODGE FIBER's business and/or voice services.

If the installation cost is estimated to be greater than \$3,500.00 the customer will be required to pay the lesser of the actual installation cost (not to exceed the estimate) less \$3,500.00. Such installation cost may be paid for over a period of up to 36 months as part of a contracted service agreement.

If in FORT DODGE FIBER's sole judgment unusual or extraordinary circumstances exist which make the provision of service at FORT DODGE FIBER's cost burdensome to the Utility, FORT DODGE FIBER reserves the right to require an additional construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

### **20.1.4 New Developments**

FORT DODGE FIBER may extend facilities, at FORT DODGE FIBER's cost, to new developments provided that:

- A. FORT DODGE FIBER's fiber-to-the-premises system (FTTP) is near the property and;
- B. In FORT DODGE FIBER's sole judgment an adequate number of customers within the developed area will purchase communication services from FORT DODGE FIBER.

If in FORT DODGE FIBER's sole judgment circumstances exist which make the provision of service at FORT DODGE FIBER's cost unduly risky or burdensome to the Utility, FORT DODGE FIBER reserves the right to require a contribution in aid of construction.

Activation fees, as administered at the time of connection, are applicable.

## **20.2 FACILITY RELOCATIONS**

In those cases where the relocation of Utility facilities is mutually beneficial, the cost may be shared on a basis agreeable to the customer or property owner and the Utility. Only authorized employees may remove, cut, raise, or change any facilities belonging to the Utility. The customer or property owner shall reimburse the Utility for the cost of relocating its facilities under the following conditions:

- A. Structural changes in a building that will result in Utility facilities being damaged, inaccessible, or unsafe.
- B. Modifications for the convenience of a customer or property owner, which in the judgment of the Utility, does not result in mutual benefits.