



Member Guide

A Cooperative Owned by the Members It Serves.

Welcome to Farmers Mutual Telephone!

We are excited to include you in the growing number of satisfied members who are receiving their Phone and/or Internet from Farmers Mutual Telephone Company (FMTC).

We pride ourselves on being one of the first in the nation to have a 100% Fiber Optic Network. As your local Cooperative, it is our mission to provide reliable and affordable communication services to meet the needs of our members and subscribers while offering employees fulfilling careers.

Thank you for choosing us to be your communications and entertainment provider.

YOUR INSTALLATION IS SCHEDULED FOR:

DATE & TIME: _____

Account #: _____

Wi-Fi Password: _____

Office Information: 320-568-2105 farmers@farmerstel.net

Internet Help Desk: 320-568-4357 (HELP) 24 hours/7 days a week

After Hours Repair: 320-568-2105 or 611 from your FMTC served phone.

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Please see the Area-Wide Telephone Directory or visit www.farmerstel.net for more information about our features and services.

Office Information

Farmers Mutual Telephone Company (FMTC) is a full-service telecommunications center offering an assortment of products and services to meet your needs. As a new member of our cooperative, we want you to know you are a valued customer, and we look forward to serving you. We're eager to answer any questions you may have about your service. Please give us a call if we can be of help to you.

Corporate Office

Farmers Mutual Telephone Company
301 2nd Street South
Bellingham, MN 56212

Phone: 320-568-2105

Fax: 320-568-2200

Toll Free: 1-800-692-0021

Email: farmers@farmerstel.net

Lobby Hours: Monday through Thursday from 8:00 a.m. to 3:00 p.m., Friday 8:00 a.m to Noon.
(or by appointment) Phone Support available 24/7.

Website: www.farmerstel.net

Payment Locations

- In person at the Office Location above
- At our drop box located on the South side of the building by the front door

SmartHub: <https://farmers.smarthub.coop>

SmartHub gives you the ability to make payments online at the link above or download the SmartHub app from your app store.

Membership Benefits

As a subscriber, you are automatically a member/owner of Farmers Mutual Telephone Company. Your cooperative's mission is to provide the best communication services at a fair price; offering people choices to be successful and enhance their quality of life.

Each time you subscribe to one of our services such as telephone, long distance or High Speed Internet, you are not just becoming a customer - you are making an investment in a company you and your neighbors own!

As an owner of a telephone cooperative, you are entitled to certain benefits that are not available to customers of big name telephone companies. A few of these benefits include:

- A **local company** staffed with **local people** - *neighbors you know and trust*.
- You elect each representative on the Board of Directors. Their job is to oversee the operation of your cooperative & protect your investment.
- **Lower rates** and **ever-improving service** because revenues generated are put back into the company.
- Once the operating costs & reinvestments in your cooperative have been met, the Board of Directors allocates the remaining money to the members in the form of "Capital Credits." The amount allocated varies year to year.

Billing Information

Services are billed in advance from the 10th to the 10th of each month.
Each service will be prorated the date service begins. Bills are due on the 20th of every month.

Activation Fees

- Local Phone Activation = \$40.00
- High Speed Internet Activation = \$160.00

Activation fees may be waived at time of installation with a signed 12-month agreement. If you fail to fulfill the terms of the agreement, the above activation fee(s) will be applied to your account.

Repair Service

Farmers Mutual strives to provide you with quality services, even when our offices are closed. If you experience problems with our services after normal business hours, on a weekend, or on a holiday, we are still just a phone call away. Depending on the nature of your call, the Operator Service Center will either process your repair request or forward you to our voicemail messaging system, where it will be reviewed on the next normal business day.

Here are some tips to try before you call for repairs:

- Unplug all customer owned equipment, such as cordless phones, computers, satellite dish receivers and/or fax machines. Often times, removing this type of equipment from the phone jack will reset the phone line.
- Check for electricity going to the power supply—the A/C light should be green.
- Test your line using a different telephone if possible. If the problem goes away, the customer owned equipment has caused the problem.
- If the problem still exists after removing all of your own equipment, the cause may be with the wiring inside the walls of your home or business, or it may be with the line coming into the building.
- If the problem is with the wiring, the customer is responsible for the repair costs.

AFTER HOURS REPAIR

320-568-2105

or 611 from your Farmers Mutual Served Phone

CPNI - Customer Proprietary Network Information

The Federal Communications Commission (FCC) implemented CPNI rules to protect the privacy of customer proprietary network information or CPNI. These rules allow us to discuss account information **ONLY** with the person(s) listed on the account. We are also required to verify that the person accessing your account is, in fact, you.

To fulfill the requirements established by the FCC, you will need to set up a password and security questions for account access. You may also want to consider adding an **Authorized Account Representative** to your account, such as your spouse or roommate. Or if you are an individual who relies on someone else to discuss account changes, assist you with payments and/or billing issues, or anything else with Farmers Mutual Telephone, you will need to have that person's name added to your account.

Authorized Account Representative(s):

Will not be added to the billing name.

- Will be added to our records as a person that you have authorized to make changes or discuss information regarding your account.
- Must know the account password and answers to the security questions you have established.
- Will remain on the account until removed by the account holder.

WHAT TO EXPECT:

1. **Visiting Our Offices:** The FCC laws require you provide us with a valid government issued photo ID.
2. **Calling Our Offices:** The FCC laws require you to provide your password or answers to security questions. If these items cannot be answered, the information requested cannot be discussed over the phone, but will instead be either:
 - Mailed to the address of record (see explanation in item 4); or
 - The customer/authorized user may come into the office and show a valid government issued photo ID.
3. **Authorized Account Representative:** Anyone established as an authorized account representative will need to provide the password or answer two security questions established by the account holder.
4. **Address of record:** As defined by the FCC, the address of record is the address on file for a minimum of 30 days. The significance of this definition is that if you make a change to your address, the new address cannot be used until 30 days have passed.

Special Notice Regarding Your Account Information

Farmers Mutual knows the importance of personal privacy to our customers. Farmers Mutual keeps all account information strictly confidential to the fullest extent possible and uses industry-accepted technology to safeguard customer data. Recent changes in federal law concerning telecommunications companies regulate the use of account information to selectively market specific products and services to specific customers.

What kind of information are we referring? This information, legally referred to as Customer Proprietary Network Information (CPNI) includes data such as which long distance carrier you have chosen, what calling features you use and which calling plans, if any, to which you may be subscribed.

Who uses this information and is it protected? Only Farmers Mutual can see or use this information. It is never released to outside companies. You have the right, and we have the duty under federal law, to protect the confidentiality of this type of information.

What do I need to do? No action on your part is necessary unless you wish to restrict Farmers Mutual Telephone's use of this type of information to contact you for the purpose of tailoring our service offerings to your individual needs. Should you wish to restrict use of your CPNI, please call us at 568-2105 or email to: cpni-data@farmerstel.net. Your request should be sent within 30 days of this notice. Restricting CPNI may make you ineligible to receive information from Farmers Mutual about new products and services, packaged offerings, and various promotions.

How does this affect services I receive? Whatever you decide will not affect the provision of any services to which you subscribe. Your approval or denial for use of CPNI will remain valid until you tell us otherwise. Again, we only use your account information to market other telecommunication products and services Farmers Mutual Telephone offers and no action is required on your part unless you wish to restrict our use of your CPNI. You will still receive monthly bill inserts, quarterly newsletters, and other publications that are sent to all customers at the same time, so you will be kept up-to-date on what is happening with Farmers Mutual.

Keep a Record of your Information here:

Password: _____

Security Questions:

1. _____

2. _____

Credit, Deposit & Disconnect Guidelines

Farmers Mutual Telephone values our members. Your business is important to us. As with any business, NSF checks and non-payment of accounts are difficult situations and must be carefully monitored. So that all members are treated fairly and consistently, Farmers Mutual Telephone has adopted the following guidelines:

These guidelines may be modified as necessary to comply with the Minnesota Public Utilities Commission and/or public law.

- Monthly bills are mailed the 10th of each month and are due by the 20th of that month. Payment in full is expected in our business office each and every month by the 20th of the month.
- A deposit is required from any member who has not established satisfactory credit/payment history with a telephone company in the last 6 months, including Farmers Mutual Telephone. The deposit is held until the member has established a satisfactory credit/payment history with Farmers Mutual Telephone, at which time the deposit is applied as a credit to the member's account with interest.
- Satisfactory credit/payment history is defined as one year of consistent and complete monthly payments.
- If payment has not been received, a **FINAL NOTICE** will be sent out advising the member that unless payment in full is received on the past due balance or other suitable arrangements are made with our office by 11:00 am on the date of disconnect, the member's services will all be subject to disconnection. This will be the only notice sent before disconnection of some or all services.
- Farmers Mutual Telephone is willing to work with our members to establish suitable payment arrangements, who because of an emergency, cannot pay their bill in full. Suitable payment arrangements are not intended to exceed a 60-day time period or be allowed more than 2 times in a calendar year. The account will become subject to disconnection, if scheduled payments are not received.
- Disconnection will occur on the date of disconnect or upon default of established payment arrangements.
- Disconnection may also occur when a member issues a NSF check. The member will be mailed a notice of the receipt of the NSF check. The member will have 5 business days to cover the check and NSF check charge with cash or money order. If payment has not been received, the member's account will be subject to disconnection.
- Disconnection will not occur on a Friday, Saturday, Sunday, or legal holiday, but will occur on the next business day.
- Once service is disconnected, payment in full along with reconnection and late fees must be paid before service will be reconnected.
- If the disconnected non-pay account has not been reconnected or paid after 10 days, it becomes a permanent disconnect, removing the telephone number from the directory, closing the account, and turning the bill over to a collection agency.
- If the member wishes to reconnect after 10 days, a new application must be completed, the old bill paid in full, service charges for a new member and a deposit before service will be reinstated.
- Service charges, as listed in the Cooperative's tariff and approved by the Minnesota Public Utilities Commission, are assessed for reconnection of each service and/or upon the receipt of an NSF check.
- Members must have established a satisfactory credit/payment history before additional services or features are provided.

<p style="text-align: center;"><u>Service Fee:</u> \$30.00 on all Returned Checks</p> <p style="text-align: center;"><u>Nonpayment Reconnect Fee:</u> \$40.00 = Telephone Reconnect \$60.00 = Internet Reconnect</p>

Long Distance

FMTC Long Distance

Farmers Mutual has their own long distance service, which is included in all bundles. A list of other available providers is available upon request.

Unlimited Long Distance

** FMTC's Unlimited Long Distance plan is designed for one (1) residential phone line. The plan covers direct dialed local and nationwide voice calls within the United States – including Alaska and Hawaii.

The plan does not include commercial use, 900 calls, 800 services, International Calls, Directory Assistance, Operator Assistance, multi-line conference calls, data (including dial up internet connections), chat lines, multi-housing units or any other special Operator Handled calls. Commercial facsimile, auto-redialing, resale and telemarketing are also strictly prohibited. Residential customer voice usage is classified as using 3000 minutes or less per month of long distance calling. Usage may be monitored, and customer may be required to show compliance.

Farmers Mutual reserves the right to immediately suspend, restrict, bill excessive usage charges or cancel your service without prior notice if your usage is not consistent with typical residential customer usage. Additional regulatory charges and taxes may apply. Regulations and rates are subject to change. Farmers Mutual reserves the right to discontinue the plan at its sole discretion with due notice to the customer. Customer must retain all elements of bundle to qualify for package pricing.

Open Calling Scope

Another benefit of belonging to Farmers Mutual Telephone Company, is the Open Calling Scope among Co-op members. Members that subscribe to telephone service from Farmers Mutual can call other FMTC or Federated Telephone members in the following exchanges:

<i>Appleton (289)</i>	<i>Beardsley (265)</i>	<i>Bellingham (568)</i>	<i>Benson (842/843)</i>	<i>Big Bend (793)</i>
<i>Boyd (855)</i>	<i>Cerro Gordo (752)</i>	<i>Chokio-Alberta (324)</i>	<i>Clinton (343/325)</i>	<i>Correll (596)</i>
<i>Danvers (567)</i>	<i>Dawson (312/769)</i>	<i>Graceville (657/748)</i>	<i>Hancock (392)</i>	<i>Holloway (394)</i>
<i>Kerkoven (264)</i>	<i>Madison (698/598)</i>	<i>Marietta (668)</i>	<i>Milan (734)</i>	
<i>Montevideo (301/269)</i>	<i>Morris (585/589)</i>	<i>Murdock (875)</i>	<i>Odessa (273)</i>	
<i>Ortonville (305/849/839)</i>	<i>Pennock (599)</i>	<i>Sunburg (366/404)</i>	<i>West Marietta (605-678)</i>	

IMPORTANT: You must dial these calls, as a local call, using only 7-digits. If you dial 1-320 before the number, you will receive a toll charge on your monthly statement.

Statement of Nondiscrimination

Farmers Mutual Telephone Company is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Lifeline & Telephone Assistance Plan

There are several programs that provide assistance with paying your phone bill. The Lifeline program is federally funded and will provide a credit each month on your phone bill. To be eligible, you must be enrolled in one of the following public assistance programs or have an income at or below 135% of the federal poverty guidelines to be eligible.

Eligible Public Assistance Programs:

- Federal Public Housing Assistance
- Medicaid/Medical Assistance
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Veterans Pension or Survivors Pension Benefit

Minnesota Residents: If you qualify for a Lifeline credit, you will also qualify for Minnesota's Telephone Assistance Plan (TAP). This program also offers Minnesota residents a monthly discount on your phone bill. For more information or a Lifeline/TAP Application, please contact our office.

Internet Policy

INTERNET SERVICE AGREEMENT

- Service.** Farmers Mutual (FMTC) will provide to Client a **personal, non-transferable** and non-exclusive account enabling Client to access FMTC's Internet services via a high speed connection, including email and World Wide Web browsing, subject to the terms and conditions of this Agreement. (the "Service"). Client acknowledges that from time to time the Service may be inaccessible or inoperable and that FMTC shall have no liability to Client as a result, irrespective of the cause, including, without limitation: (i) equipment malfunctions; or (ii) periodic maintenance procedures or repairs by the FMTC from time to time.
- Client Responsibilities.** Client shall be solely responsible for providing all computer hardware, software, telecommunications lines or connections or other equipment and services required to access and use the Service. Client is solely responsible for the security, confidentiality and integrity of all messages and content Client receives, transmits, or stores via the Service. Client is solely responsible for any authorized or unauthorized access to Client's account, for the confidentiality of Client's password, and all use or charges incurred from use of the Service with Client's password. Client will not disclose Client's password to any other person and will promptly notify FMTC if the password is disclosed. Client shall abide by all applicable laws, rules, regulations, and other obligations relating to use of the Internet.
- Payment.** Client shall pay FMTC the initial and monthly fees and charges set forth on Application for the account level chosen by Client ("Fees") by the 20th day of each month. FMTC expressly reserves the right to change the Fees at any time, upon notice to Client. Service may be terminated by FMTC without notice to Client if the Fees are not received when due. The Fees do not include any payment for computer hardware, software, telecommunications access charges, lines or connections or other equipment and services required to access and use the Service. Client shall pay all taxes, duties and levies of any governmental authority relating to the Service. Any amounts payable by Client that remain unpaid beyond the due date shall accrue interest at one and one-half percent (1½ %) per month. Client shall pay all costs of collection, including reasonable attorney's fees and costs.
- Client's Representations.** Client represents and warrants to FMTC that: (a) Client has the authority to enter into and perform this Agreement; (b) Client has provided and will continue to provide accurate and complete registration information to FMTC; and (c) Client is the authorized signatory of any credit or charge card provided to FMTC to pay the Fees.
- Prohibited Uses.** Client is solely responsible for any and all acts and omissions that occur under Client's account or password, and Client agrees not to use the Service to: (a) disseminate or transmit unsolicited messages, chain letters or commercial email; (b) disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, import, or permit downloading of any message and/or content in violation of any export and import law, regulation or restriction of the United States, or without all required approvals, licenses and/or exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; or (g) disseminate or transmit viruses or any other malicious or destructive code or program. **Client shall not resell or otherwise make the Service or components of the Service available for the use of others.**
- Indemnification.** Client agrees to indemnify, hold harmless and defend FMTC, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) Client's breach of this Agreement; (b) Client's use of the Service, including any data or work transmitted or received by Client; and including, without limitation, any statement, data or content made or republished by Client in violation of Section 4; and (c) any action, cause, claim, damage, debt, demand, or liability asserted by any person using the Service provided by FMTC to Client hereunder.
- Unlimited, Unscreened Access.** Client acknowledges that the Service includes complete, uncensored access to material on the Internet created, maintained and disseminated by persons other than FMTC, portions of which may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious, and with respect to which FMTC exerts no editorial control, screening or blocking measures. Client acknowledges that FMTC has no liability to Client or responsibility to control, screen, or block viruses or other malicious or destructive codes or programs arising on the Internet.
- Termination/Suspension.** Client may terminate this Agreement for any reason upon thirty (30) days notice to FMTC. FMTC reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Service; (b) suspend Client's access to or use of the Service; and (c) terminate this Agreement.
- Disclaimer of Warranty.** THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT CLIENT'S SOLE RISK. FMTC DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES FMTC MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. FMTC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.
- Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL FMTC BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, CLIENT'S USE OR INABILITY TO USE THE SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY CLIENT TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SERVICE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.
- IN NO EVENT SHALL FMTC'S LIABILITY FOR ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET GENERALLY EXCEED THE TOTAL FEES INCURRED BY CLIENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING ACCRUAL OF SUCH CAUSE OF ACTION.
- IF CLIENT IS DISSATISFIED WITH THE SERVICE, CLIENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR CLIENT TO DISCONTINUE USE OF THE SERVICE AND/OR TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 8.
- Miscellaneous.** FMTC shall have the right, at any time, to amend this Agreement, by delivering such amended terms to Client by sending to the customer's address on file with FMTC. Client's use of the Service after such delivery shall constitute acceptance of the amended terms. No failure or delay in exercising or enforcing any right or remedy by FMTC shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. The terms and provisions of Sections 3, 4, 5, 6, 7, 9, and 10 shall survive any termination or expiration of this Agreement. All notices shall be in writing and shall be deemed delivered when sent by first-class mail, facsimile or e-mail to either party's last known address. Client hereby consents to notice by email at the address provided to Client by FMTC. This Agreement constitutes the complete and exclusive agreement between the parties with respect to the Service and supersedes any and all prior or contemporaneous oral or written statements.

ACCEPTABLE INTERNET USAGE POLICY

- OBJECTIVE** To establish guidelines, terms and conditions for acceptable usage of Internet services.
- POLICY CONTENT** The Accountholder agrees to use Internet services for lawful purposes, in compliance with all applicable laws. The following use restrictions apply:
- PROVISIONS**
 - Content:** The subscriber shall not upload to, distribute through, or otherwise publish to any chat area, bulletin board, or e-mail function any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, harassing, illegal, or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise give rise to liability or violate any law. Any violation of these restrictions will result in immediate disconnection from our services at our discretion.
 - Abusing other users:** Subscribers shall not abuse other users. Such abuse consists of acts by a subscriber that threaten, harass, use abusive language or attempt to disrupt the peace and serenity of another Internet user. Examples of such abuse would be the use of vulgar language or the making of threatening or disparaging sexual comments in an Internet chat room.

Flooding of other users: Flooding is strictly prohibited. Flooding takes place in numerous ways, including but not limited to mail bombing (sending large amounts of e-mail repeatedly to a person for purposes of harassment or to individuals who have expressed a desire not to receive like messages), mass mailings to multiple addresses, as well as other, less common methods. "Mail-bombing" constitutes sending more than ten (10) similar messages to the same e-mail address and "news-bombing" is defined as sending more than 10 MB of data to one particular newsgroup.

Sessions: In an effort to control multiple logins and offer all our customers an equal chance to get on-line, subscribers are permitted only two active sessions running at a given time. If users require multiple sessions simultaneously, additional accounts must be obtained. Violators are subject to immediate termination without warning.

Account Sharing: Sharing of a subscriber's account with another party for purposes of avoiding payment for a second account is strictly prohibited. Violators are subject to immediate termination without warning.

Security: Subscribers are responsible for maintaining their own firewall and the security of their account and password. A new password will be provided if the subscriber believes the security of their password is compromised. Staff may monitor the security of passwords at any time. A new password will be provided if the staff believes the security of a password is compromised.

4. VIOLATION MONITORING

Investigation: FMTC reserves the right to investigate suspected violation of these guidelines. When staff becomes aware of possible violations, an investigation may be initiated that may include gathering information from the subscriber or subscribers involved and the complaining party, if any, and examination of material on the Internet servers.

During an investigation, FMTC may suspend the account or accounts involved and/or remove the material involved from its servers. If the company believes a violation of these guidelines has occurred, it may take responsive action at its sole discretion. Such action may include, but is not limited to, temporary or permanent removal of material from the servers, warnings to the subscriber or subscribers responsible, and the suspension or termination of the account or accounts responsible. FMTC reserves the right to terminate a subscriber's account with or without notice. The company, at its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of these guidelines could also subject the subscriber to criminal or civil liability.

Cooperation: FMTC reserves the right to release the user names of accountholders involved in violation of system security to administrators at other sites, in order to assist them in resolving security incidents.

Law Enforcement: To comply with applicable statutes and lawful government requests, FMTC reserves the right to access and disclose any information. This may include disclosing the usernames of subscribers and other pertinent information. The Company will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserve the right to report to law enforcement when it becomes aware of any suspected illegal activity.

5. CONSEQUENCES OF ABUSE

Misuse of Internet access will result in loss of the subscriber's access rights through our Internet access.

6. DISCLAIMER

We provide Internet access "as is" and without warranties of any kind either express or implied. We do not warrant that service will be uninterrupted or error-free, that defects will be corrected, or that servers are free of viruses or other harmful code. We do not warrant or make any representations regarding the use of its server.

As our subscriber, you are entirely responsible for maintaining the confidentiality of your password. You are also responsible for any and all activities related to your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security that you know of. You agree to indemnify, defend, and hold harmless the providers for any liability or expense arising from such use or misuse.

7. LIMITATION OF LIABILITY

Under no circumstances, including, but not limited to negligence, shall we be liable for any or consequential damages that result from the use of, or the inability to use, our server or services, even if we have been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. RESPONSIBILITY

It shall be the responsibility of the Internet Manager to administer this policy as established by FMTC.

It shall be the responsibility of the company to authorize the necessary revisions when appropriate.

HSD DATA USAGE*

Gig Home and Happy Home data usage exceeding 2 Terabytes per month will be assessed a fee of \$10.00 for each 100 gigabytes over 2 Terabytes. Connected Home data usage exceeding 1 Terabyte per month will be assessed a fee of \$10.00 for each 100 gigabytes over 1 Terabyte. Ex) 1-100 gigabytes over would equal \$10. Data usage, also known as bandwidth usage, is the total amount of data, photos, videos and other files that are sent, received, downloaded and uploaded each month.

OPEN INTERNET FRAMEWORK & INTERNET TRANSPARENCY DISCLOSURE POLICY

Network Management Practices, Performance Characteristics, and Commercial Terms and Conditions for Fixed Services

Farmers Mutual Telephone Company ("The Company") has adopted the following network management practices, performance characteristics, and commercial terms and conditions for its broadband Internet access services in compliance with the Federal Communications Commission's (FCC's) Open Internet Framework and Internet Transparency Disclosure requirements (GN Docket No. 09- 191, WC Docket No. 07-52, and WC Docket No.18-142).

These practices, characteristics, terms and conditions are intended to help preserve the Internet as an open framework that enables consumer choices, freedom of expression, end-user control, competition, and freedom to innovate without permission, while permitting the Company to manage its network reasonably.

The practices, characteristics, terms and conditions will be maintained and updated on this website: www.farmerstel.net.

The Company may add, delete, or modify certain practices, performance characteristics, terms and conditions from time to time at its discretion. The Company will provide as much advance notice as practicable of such changes. It will normally endeavor to furnish written notice of rate changes on this website thirty (30) days before changes become effective but reserves the right to use a shorter notice period when regulatory, operational, technical or other circumstances warrant.

NETWORK MANAGEMENT PRACTICES

General: The Company manages its network with the goal of providing the best practicable broadband Internet experience to all of its customers. Within the scope of its resources, it attempts to deploy and maintain adequate capacity and facilities within its own network, and to acquire sufficient Middle Mile (between The Company's service area and Internet nodes) capacity or facilities outside its service area to connect with the Internet. The Company and its staff use their best efforts to monitor, address and minimize (but do not guarantee that they can prevent) the effects of spam, viruses, security attacks, network congestion, and other phenomena that can degrade the service of affected customers.

Congestion: Congestion is an Internet access service problem that can slow web browsing, downloading, and other activities of the customers during certain peak usage periods. Congestion may be caused by capacity limits and bottlenecks in a service provider's own network, or by limitations in the capacity of the Middle Mile transport facilities and services that many rural service providers must purchase from unrelated entities to carry the traffic of their customers between their service areas and the closest Internet nodes. Service capacity controlled by unrelated entities is outside of the control of The Company.

The Company has experienced no recent problems with congestion. If significant congestion problems arise in the future, The Company's approach is to determine the source of the problem, and to increase the capacity of the affected portions of its network and/or its Middle Mile routes where warranted. In the event of congestion, all traffic is classified as best effort.

Application-Specific Behavior Practices: The Company does not:

- Discriminate among certain applications or classes of applications;
- Normally monitor the contents of traffic or applications of its customers and undertakes no obligation to monitor or investigate the lawfulness of the applications used by its customers. If any party contacts The Company with a substantial allegation that an application being used by a customer is unlawful, The Company will investigate the matter (including consultation, as it deems appropriate, with attorneys, consultants, federal or state regulators, and/or federal, state or local law enforcement agencies), and will take appropriate actions to deal with the use of applications that are demonstrated to be unlawful.
- Prohibit the use of customer-developed or modified applications unless there is a reasonable belief that such applications will cause harm to its network.
- Block or rate-control specific protocols or protocol ports.
- Modify protocol fields in ways that are not prescribed by the applicable protocol standards.

Device Attachment Rules: The Company does not have any approval procedures that must be satisfied before a device can be connected to its network. Customers may use any lawful, compatible, type-accepted (if necessary) and commercially available device which they desire on The Company's network, as long as such device does not harm the network. The Company undertakes no obligation to monitor or investigate the lawfulness of the devices used by its customers. If any party contacts The Company with a substantial allegation that a device being used by a customer is unlawful, The Company will investigate the matter (including consultation, as it deems appropriate, with attorneys, consultants, federal or state regulators, and/or federal, state or local law enforcement agencies), and will take appropriate actions to deal with the use of a device that is demonstrated to be unlawful.

The Company will not prohibit the use of lawful customer-developed or modified devices unless there is a reasonable belief that such devices will cause harm to its network.

Security Practices: The Company undertakes no obligation to monitor or protect customer traffic from spam, viruses, denial of service attacks or other malicious, unlawful or unwarranted activities. The Company employs commercially appropriate security procedures to protect its network and its customer records from unauthorized access by third parties. The Company does not guarantee that it can protect customers from any or all security breaches. The customer is using this service at its own risk.

The Company recognizes that customers can purchase spam filtering and anti-virus software from commercial vendors to meet their needs. The Company may from time to time offer anti-spam and/or antivirus software or services to customers who desire to purchase them from The Company. When offered, these software or services will be described and priced in other sections of this website. Customers are free to obtain anti-spam and/or anti-virus software or services from any source they desire, as long as such software or services do not disrupt or degrade the traffic of other customers of The Company or harm the network.

The customer is responsible for maintaining security of their own network. A customer that is subjected to a denial-of-service attack, or similar malicious, unlawful or unwanted activity, is urged to notify The Company as soon as possible. The Company will work with the customer, other service providers, federal and state regulators, and/or law enforcement to determine the source of such activity, and to take appropriate, and technically and economically reasonable efforts to address the matter.

Traffic Blocking: The Company does not block any lawful content, applications, devices, and/or nonharmful devices. The only potential exceptions where blocking may occur, entail the unlawful or harmful circumstances set forth above. The Company believes that all such circumstances constitute reasonable network management practices.

Throttling: The Company does not knowingly and intentionally impair, degrade or delay the traffic on its network so as to render effectively unusable certain content, applications, services and/or non-harmful devices. However, The Company notes that congestion may from time to time impair, degrade, or delay some traffic.

No Unreasonable Discrimination: The Company does not unreasonably discriminate in its transmission of traffic over the broadband Internet access services of its customers, subject to reasonable network management as set forth in this policy. The Company attempts to give its customers as much choice and control as practicable among its different service offerings and among the content, application, service and device offerings of edge service providers. When reasonable network management practices entail differential treatment of traffic, The Company does not:

- Discriminate among specific uses, or classes of uses, of its network.
- Impair, degrade or delay VoIP applications or services that compete with its voice services and those of its affiliates.
- Impair, degrade, delay or otherwise inhibit access by its customers to lawful content, applications, services or non-harmful devices.
- Impair free expression by actions such as slowing traffic from particular websites or blogs.
- Use or demand "pay-for-priority" or similar arrangements that directly or indirectly favor some traffic over other traffic.
- Prioritize its own content, application, services, or devices, or those of its affiliates.

The Company does not charge edge service providers of content, applications, services and/or devices, any fees simply for transporting traffic between them and its customers.

PERFORMANCE CHARACTERISTICS

Many of the service and performance characteristics of The Company's broadband Internet access services are contained in the service offering portions of this website. The Company offers different tiers of service at different prices and changes these from time to time.

Actual access speeds and time delays (latency) are impacted by the length, capacity and congestion of Middle Mile transport facilities as well as the characteristic of The Company's own network. The Company offers a speed test site to any user or customer which can be accessed at: <http://www.farmerstel.net/SpeedTest.htm>. The Company cannot guarantee that it will be able to obtain capacity from third party providers at commercially reasonable prices if and when additional third party capacity is needed to reach Internet nodes.

The Company's service is suitable for real-time applications. The speed tier a customer subscribes to will impact the efficiency of the real-time applications.

The Company's ability to deliver the speeds set forth above may be affected by significant use of specialized services such as Internet-based video services. This is a growing area and its effect on The Company's ability to provide service at the speeds set forth above is unknown at this time.

COMMERCIAL TERMS AND CONDITIONS

The commercial terms and conditions of The Company's broadband Internet access services are contained in greater detail in the Internet section of this website. This section provides a brief overview or reference to terms and conditions detailed elsewhere, plus discussions of other terms and conditions required by the FCC's Open Internet Framework.

Pricing Terms and Conditions: The Company offers different tiers and levels of service at different prices and changes these from time to time. These service tiers are detailed in the service offering portion of this website.

The Company does reserve the right to impose usage-based fees upon certain tiers or levels of its service as provided in The Company's HSD 1TB Data Cap Policy.

The Company does impose fees for early termination with respect to certain service agreements.

The Company assesses fees for additional network services as indicated in the Internet section of this website. In addition, The Company is willing to consider and negotiate prices for customized additional network services requested by specific customer or edge service providers if such services can be designed, developed and furnished in a commercially reasonable manner. If and when such customized services are developed and furnished, The Company reserves the right to adapt and provide them to other customers on a non-discriminatory basis so long as such subsequent provision does not entail disclosure of proprietary or confidential information of the initial customer.

Privacy Policies: The Company does usually entail inspection of network traffic. The Company retains and stores certain traffic information (such as identity of the customer using a particular IP address during a specific period) for time periods required by federal or state law. The Company retains, stores and provides to law enforcement any traffic information requested pursuant to the procedures of the Communications Assistance for Law Enforcement Act (CALEA), the Foreign Intelligence Surveillance Act (FISA) or other applicable national security or criminal statutes.

The Company does not collect, store or use traffic information to profile its customers in order to sell additional service to them, or for similar non-network management purposes.

Redress Options: Questions and complaints regarding the foregoing matters should be addressed to The Company, **Farmers Mutual Telephone at 320-568-2105.**

The Company strongly desires to resolve questions, complaints and other problems of its customers and edge service providers in an informal and direct manner that satisfies all interested parties to the greatest extent practicable. A customer always has the right to file a complaint regarding Open Internet Framework or Transparency Disclosure disputes with the FCC at www.fcc.gov.

Feature Descriptions

3-Way Calling	Allows you to talk with two different numbers at the same time.
Automatic Callback	Allows you to dial a code to have your phone continuously attempt to redial a busy line. This feature is active for a maximum of 30 minutes.
Automatic Recall	Easily dial your last caller— even if you didn't get to the phone in time to answer.
Anonymous Call Rejection	Refuse calls from those who have blocked their number from appearing on your Caller ID unit.
Call Forwarding	Automatically forward your calls to another number. You will be billed for any long distance charges from your number to the forwarded number if it is a long distance call.
Call Waiting	You will be informed when another party is trying to contact you while you are talking with another party. You can also cancel this feature on a call by call basis by dialing *70 before you make the call. Call Waiting will be restored automatically for the next call.
Caller ID	See the name and telephone number of the person calling you even when you are on another call. You will need a Caller ID unit to implement this feature. You can choose to have Caller ID Number Only
CALLER ID 'SPOOFING': Caller ID service is susceptible to fraud known as Caller ID 'spoofing.' Disreputable persons can deliberately falsify the Caller ID number to disguise the identity of the caller. Congress is currently considering new laws to take action against spoofer. More information is available at www.fcc.gov Search for 'spoofing'.	
Customer Originated Trace	Allows you to attempt to trace a harassing or obscene call. More information is available by contacting our office by simply dialing 611 from your FMTC served phone. <i>See page 23 for details.</i>
Distinctive Ringing/ Call Waiting	Allows you to set up a list of up to 36 telephone numbers that you would like to ring in a distinctive ringing pattern. If you have Call Waiting, you will hear a distinctive Call Waiting tone when someone on your list calls.
Selective Call Acceptance	Allows you to create a list of up to 36 telephone numbers from which you are willing to accept calls. Other callers hear an announcement stating that you are not receiving calls at this time.
Selective Call Forwarding	Allows you to create a list of up to 36 telephone numbers that are to be forwarded to another number. Other callers will not be forwarded. Toll charges may apply if you are forwarding calls to a long distance number.
Selective Call Rejection	Allows you to create a list of up to 36 telephone numbers from which you DO NOT wish to receive calls. Callers on your list will hear an announcement stating that you are not receiving calls at this time.
Speed Dialing	Lets you call frequently called numbers by dialing one or two digit codes. This includes long distance, local and emergency numbers.
Voice Mail	An answering service without the answering machine. All you need is a touch tone telephone.
Premium Voice Mail	An answering service without the answering machine. You receive a total of 5 mailboxes. Voice Mails are also delivered to your email for added convenience when you are away from home.

Line Restrictions

900 Blocking	Block all 900 numbers from being made from your phone.
Blocking Collect Calls	Deny all collect calls. If someone tries to call you collect, the operator will automatically block the call.
Blocking ALL Long Distance	All long distance calling can be blocked from your line. You will still be able to place local and emergency calls.
Line Blocking	Prevent your name & number from being displayed if you are calling someone who has Caller ID services. If you select Line Blocking, you can activate the blocking on a per call basis by dialing * 67 before you make the call. If you want to subscribe to Per Line Blocking , all your calls will be “blocked” unless you “unblock” your name and telephone number on a per call basis by dialing *82 before you make the call.
Toll Restriction with PIN	You can restrict long distance calls on your line by adding a PIN number to your account. Only those with the PIN number will be able to make a long distance call.

Terminating Call Management

This feature helps eliminate calls from telemarketers and auto dialers. When someone calls you, they will hear a message that they need to press 1 if they are not a telemarketer. After they press 1, they will be added to a Safe list and will not hear this message again unless the Safe list gets too full.

You can add numbers to the Safe list or to the Blocked list so they will always be safe or blocked when they call.

***95** - allows you to manage the Safe & Blocked lists. Follow the prompts.

***96** - will automatically add the last caller to the Blocked list.

Notes



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AND FEDERATED TELEPHONE COOPERATIVE**