

HTC Communications

LETTER OF AUTHORIZATION

Dear HTC Communications Customer:

Thank you for choosing HTC Communications Phone Service!

Local Number Portability (LNP) allows you to move your current telephone number from your current telephone service provider to HTC Communications. Your current provider requires this Letter of Authorization as proof that you have explicitly requested and authorized to have your telephone number transferred to another provider. By submitting this form, you authorize us to initiate the process of transferring your telephone number to HTC Communications. **Once this form has been sent back to HTC Communications, the number porting process CANNOT BE STOPPED.**

IMPORTANT

Please DO NOT submit any service change orders on your current phone number to your current provider. Doing so will delay or cancel this transfer.

IMPORTANT

Please note that once the date is set to port your telephone number to HTC Communications the installation must be done at the time your appointment is set for or you will be without telephone service.

ALL FIELDS ARE REQUIRED

The name you enter below MUST BE the name and the phone number that is officially with your current provider (you, spouse, business, etc).

First Name:

Last Name:

Address:

City, State, Zip:

County:

SSN# or EIN#:

Current Telephone Provider:

Current Provider Account Number:

Email Address:

Phone Number to Transfer:

Cell Phone Number:

YES, I would like to receive my bill by email. Email address: _____

By signing below, I designate HTC Communications or its designated agent to transfer my service from my current provider to HTC Communications. By signing below, I also authorize HTC Communications or its designated agent to transfer my current telephone number(s) so that HTC Communications may provide its service. By signing below, I also authorize HTC Communications or its designated agent to obtain billing information, customer service records, and other network information required to provide me with HTC Communications service. I understand that I may consult with HTC Communications as to whether a fee will apply to the change. I understand that this is not considered a lifeline service.

By signing below, I acknowledge that I have received a copy of HTC Communications Terms of Service and Standard Agreement. I acknowledge by signing below to abide by these Terms of Service and Standard Agreement. I understand that I may request a copy of the company's Service Catalog or access it on the company's website www.hosperstel.com at any time in the future.

Print Name

Signature

Date

Please fax this Letter of Authorization to (712) 752-8280 with the first page of your current provider's bill. You may also email the form to porting@hosperstel.com or mail to HTC Communications PO Box 142 Hospers, IA 51238. We must have the form in hand before we can begin the porting process. The bill must clearly show your name, phone number, address, account balance and the carrier's name. The bill MUST NOT be more than 30 days old.

HTC Communications Long Distance Carrier Service Order

_____ I don't want any long distance service

_____ I would like the following CIC code _____

_____ HTC Communications: Residential: 5 cents/minute* Business: .035/minute*

*rates are for the continental U.S. International rates available upon request.

_____ Americatel - 0123

_____ Amerivision Communications - 0284

_____ AT&T Communications – 0288 _____ or 0732 _____

_____ Broadwing Telecommunications – 0071 _____ or 0401 _____

_____ Buyers United Intl. - 0244

_____ Centurylink (formerly Qwest) - 0432

_____ Caprock Telemanagement - 0795

_____ Discount Long Distance - 0354

_____ Excel Telecommunications - 0752

_____ Frontier Communications Intl. Inc RC - 0211

_____ Global Crossing – 0444 _____ or 0569 _____

_____ Integrated Communications - 0026

_____ Iowa Communications Network - 0283

_____ Independent Network Services - 0460

_____ Incomnet Communications - 0603

_____ Ionex Telecommunications - 0475

_____ Matrix Telecom - 0780

_____ MCI – 0222 or MCI Worldcom – 0555 _____ or 0888 _____

_____ McLeodUSA – 0725 or 0937 _____

_____ Norlight Telecom -0912

_____ ONCOR Communications, Inc. - 0658

_____ Onvoy, Inc. - 0264

_____ Powernet Global Communications - 0813

_____ Primus Telecommunications - 0223

_____ Telco Communications Group - 0457

_____ Telecom*USA – 0826 _____ or 0832 _____ or 0835 _____

_____ Winstar – 0621 _____ or 0643 _____ or 0810 _____

_____ Working Assets - 0649

Signed _____ Date _____ Telephone # _____

****Please note that HTC Communications long distance charges will be billed on your monthly HTC Communications statement. All other carriers will send you a bill directly. You must contact the carrier you want and set up an account with them to avoid casual billing at much higher rates. Please call if you need a carrier's phone number or it would be available on the carrier's website.**

HOSPERS TELEPHONE EXCHANGE, INC. D/B/A HTC COMMUNICATIONS

TERMS OF SERVICE

LOCAL EXCHANGE SERVICE

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

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

Effective Date: These Terms of Service are effective as of October 31, 2014 (the “**Effective Date**”). These Terms of Service cancel and supersede (i) the Company’s Local Services Tariff previously filed with and approved by the Iowa Utilities Board and (ii) any terms and conditions of service published by the Company and effective prior to the Effective Date.

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

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

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

Please keep this document for your records.

STANDARD AGREEMENT FOR LOCAL EXCHANGE SERVICE HTC Communications

1. **SERVICE AGREEMENT.** This standard agreement (this “**Agreement**”) governs your service relationship with HTC Communications (together with any subsidiaries or affiliates providing your service or related facilities, “**we**,” “**us**,” or the “**Company**”) for regulated local exchange services and facilities (“**Service**”). Previously, the Company provided Service pursuant to a Local Services Tariff filed with and approved by the Iowa Utilities Board. As a result of recent changes to applicable law and regulations, the Company no longer files or maintains a Local Services Tariff. Instead, we now provide Service pursuant this Agreement, including the additional Terms of Service incorporated herein by reference.
2. **ACCEPTANCE.** Your acceptance of this Agreement occurs upon any of the following: (a) you provide a written or electronic signature expressly accepting this Agreement; (b) you orally or electronically order and/or activate Service; or (c) you use Service, following notification that this Agreement will apply to your ongoing use of such Service.
3. **ADDITIONAL TERMS OF SERVICE.** We provide Service pursuant to a certificate of public convenience and necessity issued by the Iowa Utilities Board. We provide Service subject to our “**Terms of Service**”, including: (a) this Agreement (b) our Service Catalog, which is incorporated herein by reference; (c) our applicable Service Guides and Rate Schedules, which are incorporated herein by reference and (d) applicable rules and regulations of the Iowa Utilities Board. Current versions of our Terms of Service are available in electronic form on our website at www.hosperstel.com. Current versions of these documents are also available at our business office(s) and will be provided or made available to you upon request. Our Terms of Service contain the specific prices and charges, service descriptions and other terms and conditions not set forth herein which apply to Service. This Agreement incorporates by reference the prices, charges, terms and conditions included in our other **Terms of Service**.
4. **RIGHTS AND RESPONSIBILITIES.** This Agreement is our standard service agreement. Under this Agreement, we agree to provide and bill for Service, and you agree to use and pay for Service, as provided herein and in our other applicable **Terms of Service**. Our rights and responsibilities, and your rights and responsibilities, are as set forth in this Agreement and our other applicable Terms of Service.
5. **TERM.** This Agreement shall commence on the date of your acceptance and shall continue month-to-month (or, in some cases for an established minimum term) as provided in our applicable Terms of Service. Either party may terminate this Agreement or any Service in accordance with our applicable Terms of Service. Termination of this Agreement or any Service shall not waive or release your obligation to pay for Service provided prior to such termination as well as any other applicable fees and charges, as provided in our Terms of Service.
6. **RATES; PAYMENT.** Nonrecurring and recurring charges for Service are as set forth in our applicable **Terms of Service**. Except as otherwise noted, Service pricing is exclusive of applicable local, state and federal taxes and regulatory fees, assessments and surcharges. All Service charges, along with applicable local, state and federal taxes and regulatory fees, assessments and surcharges, will be itemized on your invoice. Failure to pay invoices when due may result in late payment penalties or suspension or disconnection of Service as provided in our applicable **Terms of Service**.
7. **CHANGES TO TERMS.** We reserve the right to change our **Terms of Service** (including rates or any other terms and conditions of Service) upon written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication or other form of notice permitted or required by applicable laws and regulations. If you elect not to cancel your Service and continue to use Service after the communicated effective date of any such changes, your continued use of Service will constitute acceptance of the modified **Terms of Service**.
8. **CHANGES TO SERVICE.** We may, from time to time, modify the Service to reflect improvements and other changes and modifications to our network. In addition, we reserve the right to discontinue or limit Service as required to comply with or satisfy our obligations under applicable laws or regulations, including when changes to or interpretations of such laws and regulations have a material, adverse effect on the business, technical or economic feasibility of providing Service, as determined by us in our reasonable judgment.
9. **ACCESS TO SERVICE PREMISES.** We may enter into, upon and over your Service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove our facilities and equipment used to provide Service. To the extent the same is consistent with your ownership of the premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all facilities and equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its facilities and equipment as contemplated herein.

10. CREDIT CHECK; DEPOSITS. In connection with your request or application for any Service, we may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. We may require a deposit for you to establish or maintain Service. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history, our Terms of Service and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to our Terms of Service and applicable law and regulations, apply your deposit toward payment of outstanding charges.

11. SERVICE ACCOUNTS. Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more "authorized users" who will have access to account information and may make certain account changes in accordance with our policies and applicable laws and regulations. As the owner of the account, you are responsible for designating (or changing the designation) of any authorized users. You will hold the Company harmless from any claims arising from account instructions given or inquiries made by you or any authorized user. You are responsible for keeping all account and billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.

12. FEDERAL LIFELINE PROGRAM. The Company is an eligible telecommunications carrier (ETC) within all or portions of its service area, meaning that it provides certain services supported by the federal Universal Service Fund, including the federal "Lifeline" program for qualifying low-income consumers. Single line, local residential service is a Lifeline-eligible service. Lifeline is a government benefit program which provides a monthly credit toward a qualified low-income subscriber's telephone bill. Only eligible low-income consumers may enroll in the Lifeline program. Consumers who meet eligibility criteria must also complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance from only one wireline or wireless telecommunications provider per household. If you believe you may qualify for the Lifeline program, please visit our website at www.hosperstel.com or contact us to discuss program details, eligibility requirements or to request a Lifeline application. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. To report Lifeline fraud, you may contact the Federal Communications Commission Lifeline Fraud Tip Line: 1-855-4LL-TIPS (or 1-855-455-8477) or Lifeline@fcc.gov.

13. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN OUR TERMS OF SERVICE, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR FACILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR FACILITIES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. LIMITATION ON REMEDIES. In addition to any other limitation on remedies or limitations of liability set forth in our Terms of Service or in applicable law or regulations, the Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) an act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure, including failure caused by the loss of power; (c) equipment, network or facility upgrade or modification; (d) force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; (e) equipment or facility shortage; (f) equipment or facility relocation; (g) any act or omission by you or any person using your Service; (h) theft, fraud or abuse of Service; or (i) any other cause that is beyond the Company's reasonable control.

THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE AFFECTED SERVICE OR FACILITIES, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. INDEMNIFICATION. You agree to indemnify the Company and our affiliates, officers, agents and employees from any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or related to your abuse or misuse of Service, or any other violation of this Agreement or our other Terms of Service.

16. ADDITIONAL SERVICES. Our telecommunications and communications services are diverse, and not all services we provide are regulated services. This Agreement and the other Terms of Service identified herein apply only to local exchange services regulated by the Iowa Utilities Board. The Company may also offer or provide other products and services, including unregulated telecommunications or communications services. Unless otherwise specified, such products and services are not covered by this Agreement or our other Terms of Service referenced herein, but may be subject to other service contracts or terms and conditions of service provided or made available to customers in connection with those products and services.

17. GOVERNING LAW. This Agreement, and our contractual and service relationship with you, shall be deemed to have been made in and shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.

18. INCORPORATION AND INTEGRATION. Our Terms of Service are incorporated into this Agreement. This Agreement, along with our other **Terms of Service**, constitute the entire agreement between the parties concerning our contractual service relationship, there being no prior written or oral promises or representations not incorporated herein or therein.

19. **NO IMPLIED WAIVER.** Our failure to exercise or enforce any provision of or rights under this Agreement or our other Terms of Service shall not constitute a waiver of any such provision or right.

20. **SEVERABILITY.** If any part or provision of this Agreement or our other Terms of Service is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority, or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Agreement or our other **Terms of Service.**

21. **ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, you may not assign or transfer your rights or obligations under this Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number.