

WEST RIVER TELECOMMUNICATIONS COOPERATIVE

BOARD POLICY: 500

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CAPITAL CREDIT POLICY

I. OBJECTIVE

It is the policy of WRT that margins from the operations of WRT will be accounted for in accordance with the Bylaws.

II. CONTENT

A. DEVELOPMENT OF A PATRONAGE BASE USED FOR THE ALLOCATION OF CAPITAL.

1. This policy and its operations shall be subject to annual review by the Board of Directors, in consultation with staff, legal counsel and auditors.
2. Patronage derived capital credit allocations may be based on business between a member patron and particular departments, or in regards to particular goods or services, or upon classification of business according to type or nature thereof as determined by the Board of Directors.
3. The bylaws provide that capital credits are to be allocated to member patrons.
4. Generally all revenue received from business between member patrons and WRT shall be considered in developing the patronage base. However, the following revenue shall be excluded in the determination of the patronage base:
Revenue from (1) sale of equipment and supplies, office services; (2) cellular related income; (3) leased facilities income; and (4) financed (timed-pay) income.

B. RETIREMENT OF CAPITAL

1. The Bylaws provide that allocated margins may be retired if in doing so it will not impair the financial condition of WRT. Factors to be considered should include:

Compliance with loan covenants contained in WRT's mortgage agreements;
Cash needs for the general operation of WRT;
Cash needs for investment in plant facilities; and
Cash needs for expansion of WRT's line of business.

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As provided in the Bylaws, capital credit accounts may be retired in full or in part at the discretion of the Board of Directors.

Date: 1/27/14

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Equity Management

I. OBJECTIVE

To set forth policy related to management of the cooperative's equity, as well as periodic rotation of patronage capital and other returns.

II. CONTENT

A. Equity Management Considerations

1. Development and implementation of the board's plan to manage the cooperative's equity will take into account any relevant economic, strategic, regulatory and other considerations including:
 - a. The cooperative's growth prospects and need for infrastructure financing;
 - b. Factors such as patronage equity levels and return of capital as patronage dividends;
 - c. Impact of legislation, FCC rulings and other regulations;
 - d. Legal, tax and accounting matters.

B. Approval of Equity Management Plan

1. As directed by the board, on an annual basis cooperative management will prepare an equity management plan including the following elements:
 - a. Forecasted patronage and non-patronage equity based upon expected operating and nonoperating results;
 - b. Equity allocation consideration;
 - c. Annual special retirement plans, both patronage and non-patronage based;
 - d. Balance sheet cash reserve;
 - e. Equity goals.

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- C.** Monitoring and Correction of Equity Management
 - 1. Management shall be accountable for development and achievement of the cooperative's equity management plan, as approved by the board, and will report on progress toward the plan objectives as well as opportunities to improve the cooperative's plan and this policy.

DATE: The initial policy was established by the Board of Directors at its meeting on October 26, 2015

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CONTRIBUTIONS

I. OBJECTIVE

To establish a policy which will govern the contributions of WRT funds.

II. CONTENT

Cash contributions greater than \$1,000.00 shall be considered by the Board. Information shall be provided to the Board when the meeting agenda is distributed so that the Board can adequately consider each request.

DATE: 12/20/13

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DISCLOSURE OF WRT INFORMATION

I. OBJECTIVE

To establish and explain the procedure through which members or others may obtain information regarding the operation of WRT.

II. CONTENT

A. EMERGENCY AND LIFE THREATENING SITUATIONS

1. All calls requesting number information or IP identification/information for the purpose of preventing imminent loss of life, or serious bodily injury shall be routed to the Plant Department.
2. If practical, the plant person in charge will contact the CEO/GM or the person in charge of WRT at such time, reporting the situation.
3. If the situation is determined to involve risk of serious bodily injury or to be life threatening, telephone number information may be released, but only to law enforcement personnel making the request. Information released by telephone shall be made on a call-back basis to assure the request is coming from a valid law enforcement agent.

B. GENERAL REQUEST FOR INFORMATION

1. It is recognized that the members are the beneficial owners of WRT and the persons most immediately interested in its welfare. They should be permitted, to the extent possible, to check the conduct of the affairs of WRT. Information requested shall not infringe upon any right to confidentiality on the part of employees or directors. It is recognized that to permit the several thousand members of WRT to access at will through the records would render impossible any attempt to keep the records efficiently, or the proper conduct of the business of WRT. Accordingly, this policy is established to balance the interests of the members of WRT with the responsibility that the employees and Board of Directors have to conduct the business of WRT. It is recognized that the Board of Directors has a responsibility to all of the members of WRT to verify that any request for information is made for a legitimate purpose, in good faith and in furtherance of the rights of such members. A request for inspection will not be granted to advance purposes which are hostile to WRT or its members, to aid a

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member in gratifying idle curiosity, to harass or annoy WRT or its management, or to advance speculative purposes. A request for information will also be denied when the purpose is to aid a business competitor of WRT seeking to injure it in some way.

2. The following information will be made available to members at no charge upon request: rates, by-laws, tariff, subscriber policies and audited annual financial statements. Member location information may be given to courier services, other telephone companies and the directory company retained by WRT, when requested.
3. Employee information will be released upon receipt of authorization by the affected employee only.
4. The following items are considered information which will be made available only upon direction of the CEO/GM.
 - a. Member addresses and telephone numbers
 - b. Member location
 - c. Member credit information or payment record
 - d. Annual and monthly operating reports, sales statistics and audit reports
 - e. All policies other than the subscriber policies
5. The following items are considered information which will be made available only upon direction of the Board of Directors. A request for information under this section must be submitted in writing addressed to the President of the Board of Directors. The request must state the reason for the same. The President will submit the letter requesting the information to the full Board, who after consideration, may direct the CEO/GM to provide the applicant with the information.
 - a. Membership lists
 - b. Board minutes, or excerpts of Board minutes, upon a proper request if the request is made in good faith and for a legitimate purpose.
 - c. Such other items deemed appropriate by the Board of Directors.
6. Director information considered as personal such as credit information or family information, will be released after receiving authorization from the Director.

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7. All requests for documents classified by the CEO/GM as routine shall also be accompanied by a Request for Information form which has been completed and signed by the requestor. The completed form shall be submitted to the CEO/GM or his designee who shall determine if the request is legitimate.
8. WRT will comply with all requests made pursuant to legal process.
9. Requests which are not determined to be for a proper purpose shall be denied. Any denial of a request for information shall be accompanied by an appropriate explanation. Any request which has been denied may be appealed to the Board of Directors and the Board shall make a final decision as to the request.

C. **RELEASE OF CUSTOMER TOLL BILLING RECORD AND INTERNET INFORMATION**

WRT has always maintained its customers' right to privacy of communications. WRT business records relating to customers are held in strict confidence and carefully safeguarded. However, WRT must respond to legal process requiring production of business and internet records, including toll billing records. WRT will only honor demands of lawful authority in the form of a valid subpoena or administrative summons. This policy will protect our customers' right to privacy and respond to the legitimate needs of law enforcement for specific toll billing record information and/or internet activity for investigating and prosecuting purposes.

Unless requested by the account holder or authorized agent or requested in writing authorizing the release of information to a third party, toll billing record and internet information shall only be released under the express authorization of the CEO/GM of WRT, and in his/her absence the Customer Service Manager, and shall then only be released upon receipt of a civil or criminal subpoena or summons or similar legal process, valid on its face, issued under the authority of a statute, court or a Congressional or other legislative body.

The customer whose toll billing records or internet information are subpoenaed shall be notified by telephone the same day and by written notification within twenty-four hours, except as stated below.

Notification to the customer will be deferred, and no disclosure made for a period of 90 days if there is a certification for non-disclosure in the subpoena or summons. The 90 day period may be extended for successive 90 day periods, upon a written application from the individual who procured the issuance of the original subpoena or summons. Within five days after the expiration of the period of non-disclosure, the customer will be notified of the subpoena.

To guard against the inadvertent disclosure of the existence of a subpoena for which a certification is in effect, the following reply should be made: "We automatically notify the customer within twenty-four hours, unless we have been directed in writing by law enforcement not to disclose such subpoena for a specified period of time because it would interfere with enforcement of the law."

A customer may request Call Detail records only by written permission (see attached example). The information will be sent to the address of record.

D. REQUEST FOR COIN TELEPHONE TOLL BILLING RECORDS

1. When toll information from a public telephone is requested by a subpoena or summons, no notification to anyone is required.
2. When toll information for a semi-public telephone is required, notification to the customer shall be made in accordance with the above.

E. REQUEST FOR TRADE SECRETS INFORMATION

In addition to the above information, the information that will not be furnished without compliance with this policy, and approval by the CEO/GM, includes, but is not limited to, any information which constitutes a trade secret, process, program, trademark, or other legally protectable confidential information or thing owned, or protected in confidentiality by contract, agreement, or legal duty by or about the Company.

"Trade secret" shall mean information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy .

F. ACTION UNDER LEGAL PROCESS

In the event any employee is served with legal process, such employee shall immediately contact the CEO/GM or the Customer Service Manager for instructions, and in the meantime no information or documents shall be released. Any type of oral or written demand other than a subpoena or summons should be refused and the request referred to the CEO/GM or Customer Service Manager.

The statutory authority for the issuance of administrative summonses by Bureau of Alcohol, Tobacco and Firearms, U. S. Department of Treasury and the Internal Revenue Service requires the passage of a certain amount of time before release of the information or documents requested. All such requests shall be submitted to Legal Counsel for WRT for specific instructions as to the procedure to be followed.

Authority: Section 8-10-09, NDCC; Chapter 12.1-15 NDCC; 47USC Section 605; 18USC Sections 2510-2520; IRC Sec 7609; Sec. 11-16-15, NDCC; Sec. 49-31-25; S. Dak. Code; Section 49-31-26, S. Dak. Code.

III. RESPONSIBILITY

- A.** It shall be the CEO/GM's responsibility to administer this policy with respect to employed personnel and to forward any request for such information under Section II B (5) to the President of the Board of Directors.
- B.** It shall be the responsibility of the Board President to submit requests to the full Board for consideration.
- C.** Each member of the Board of Directors shall be responsible for calling to the attention of the President, for discussion before the full Board, any nonadherence to this policy.
- D.** An employee of WRT shall be present during the period of examination of records by the member.

DATE: 1/25/16

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WEST RIVER TELECOMMUNICATIONS COOPERATIVE REQUEST FOR INFORMATION

To efficiently comply with Requests for Information, WRT requires you to complete and sign this form when you request information. You will be asked to pay for labor costs in researching and making copies.

It is important that you state the purpose for requesting the information since requests which do not state a proper purpose will be denied. You will be provided with an appropriate explanation of the reason for the denial and you may appeal the denial to the Board of Directors of WRT.

-- NAME: _____ DAYTIME PHONE: _____ DATE: _____
ADDRESS: _____

INFORMATION REQUESTED

DOCUMENT

PURPOSE

- 1.
- 2.
- 3.

Do you wish to be informed of estimated reproduction costs before the documents are reproduced? Yes _____ No _____

Signature _____

FOR USE BY WRT

<u>DATE BY</u>	<u>ACTION</u>
___	Request received.
___	Denied. No proper purpose stated.
___	Denied. No documents or records in existence.
___	Copying labor costs estimated and reported to requestor. Est. \$
___	Requestor declined to pay costs.
___	Requestor informed copies ready. ACTUAL COST: \$
___	Documents delivered. Payment received.

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Disclosure of CPNI/Call Detail Records on Customer's Request

Pursuant to the requirements of Section 222 of the Communications Act and the FCC's CPNI Rules (subpart U of Part 64 of the FCC Rules), WRT IS UNABLE TO PROVIDE ANY INFORMATION REGARDING YOUR ACCOUNT TO ANOTHER PARTY WITHOUT YOUR EXPRESS WRITTEN PERMISSION TO DO SO. Below is a sample letter for you to send to WRT granting WRT permission to disclose CPNI. You may revoke this Grant of Permission by writing to us or calling 701-748-2211.

[SAMPLE REQUEST LETTER]

(Your Name)
(Street Address)
(City, ST, Zip Code)

(Date)

WRT
Attn: Customer Service Manager
PO Box 467
Hazen, ND 58545

Dear WRT:

I give my written permission for WRT to release Call Detail Information to _____
_____ for the following phone numbers and time period:

Phone Number(s) _____

Date & Time Requested _____

Date & Time Requested _____

Date & Time Requested _____

Incoming Call Records (YES / NO)

Outgoing Call Records (YES / NO)

Signature: _____

Printed Name: _____

Date: _____

Contact Phone Number: _____

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MEMBER ATTENDANCE AT BOARD MEETINGS

I. OBJECTIVE

To enable the members of WRT to meet with the Board of Directors and to establish the appropriate procedures relating to such attendance.

II. CONTENT

- A.** The members will be afforded every opportunity to meet with the CEO/GM and/or staff personnel to resolve any concerns or problems without the necessity of attending a Board meeting.
- B.** If the above effort fails, then the Board President shall schedule a time on the next meeting agenda to hear the requesting member(s).
- C.** If the group is large, they may be requested to limit the group to a representative number. Once the member(s) is heard by the Board, the member(s) will be excused and the Board shall proceed with its regular meeting agenda.
- D.** The Board will not take action or make a decision on the member(s) request until the Board resumes its regular Board meeting and can further consider the matter after the member(s) has retired. The CEO/GM shall be responsible for advising the member(s) of the decision or action subsequently taken by the Board.
- E.** All of the above shall be carried out in the spirit of WRT's intent to be completely open and frank with it's member-owners and to be very sensitive and responsive to their needs and concerns.
- F.** If a meeting with the Board is requested, the CEO/GM shall inform the President.

DATE: 11/26/12

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SUBSCRIBER SERVICES

I. OBJECTIVE

To identify the manner in which certain aspects of subscriber service or subscriber relations are to be provided.

II. CONTENT

A. Rates

The rates to be charged for telephone service shall be those rates approved by WRT's Board of Directors. Evidence of the Board's action shall be provided to the North Dakota Public Service Commission and the South Dakota Public Utilities Commission for informational purposes only as no formal PSC/PUC action or approval of local rate changes is required. Changes to access rates and Extended Area Service (EAS) rates may require PSC/PUC action in addition to WRT Board review.

B. Extension Phones

Extension phones shall be installed in the place of residence of any subscriber and/or in any out building under actual physical control of the subscriber at such cost or rates as determined by the Board. No extension phone shall be installed in a residence or household other than the actual residence or household of the person receiving main station service.

C. Credit Due To Service Interruption

WRT does not guarantee uninterrupted working of its lines or equipment. In case service is interrupted otherwise than by the negligence or willful act of the subscriber, an adjustment will, upon application by the subscriber, be made in the amount of the charges for such service, equipment, and facilities furnished as are rendered useless or inoperative. Any adjustment shall apply only to the period the interruption continues beyond twenty-four hours after notice of the interruption is received by WRT. No other liability shall in any case attach to WRT. A request for adjustment on the subscriber's bill must be made within 45 days from the period of the trouble, interruption, or billing question. This information is to be listed in the informational pages of WRT's telephone directory.

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D. Purchased/Returned Merchandise

WRT will honor the manufacture warranty by repairing or replacing new or refurbished telephone and/or equipment purchases.

Upon approval of authorized personnel, replacement equipment may be loaned to a customer, if available, until customer's equipment is repaired or replaced.

WRT will refund the price in full if the equipment is returned unused with no parts missing. No refund will be made for 'special' orders.

E. Disconnects

1. Any subscriber may order WRT to discontinue their telephone service as of a specific date. However, the subscriber will be responsible for all telephone service on the premises up to and including the date the service was ordered discontinued. If a subscriber discontinues the use of WRT's service without notifying WRT, the subscriber will be responsible for all service on the premises until such time as the service is disconnected by WRT. If a subscriber has service for less than one month, a minimum charge of one month's services and the service connect fee will apply.
2. In the case of joint-membership when WRT is notified by either party that they are having marital difficulties and a dispute arises concerning the disconnection of service, WRT shall delay the disconnection for a period of forty-eight hours to allow the spouse time to apply for service.
3. When WRT receives a request for a name change and, if the account has not been delinquent, WRT will not request a credit deposit. If the account has been delinquent or been disconnected for non-pay, a credit deposit should be requested. The amount will be determined by the Credit Department. The service order charge is waived on name changes for family members.

F. Call Trace

No employee of WRT will initiate a call trace without written authorization from the person requesting the trace. This request should be made through WRT's business office. The phone must be in the name of the person making the request. If the customer is married and husband and wife are living at the same location, both must

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sign the authorization form, except where the other spouse is believed to be the person making the calls, and in such situation, the application needs to be signed by only one of the customers.

The call trace will be put on the subscriber's line from the Hazen Headquarters, when written authorization is received. All calls will be registered at WRT Headquarters.

If possible, WRT requires at least two traces before turning the information over to the law enforcement authorities. WRT requires a signed letter of request from the law enforcement authorities before turning over information. Under no circumstance will this information be turned over to the subscriber requesting the trace.

In a situation where a law enforcement agency requests WRT to trace a line without the subscribers consent, whether originating or terminating, WRT will require a court order. All information concerning such calls will be handled by the Plant Manager. In the absence of the Plant Manager, the 'In-Charge' employee shall handle such matter. The CEO/GM shall be kept informed of matters covered by this policy.

G. Subscriber Requests for Telephone Number portability between WRT Certified Area or Out of Certified Area

WRT will not allow number portability between exchanges in its certified area or out of its certified area. The only exception to this policy is when the following criteria is met: existing subscriber wants to port an existing telephone number to another exchange within WRT's area and the calling plan for the exchange is the same. This exception must be approved by the CEO/GM.

DATE: 12/18/15

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CREDIT PROCEDURES

I. OBJECTIVE

To identify the procedure to be followed in the establishment and administration of a subscriber's credit status with WRT.

II. CONTENT

- A. WRT is not obligated to furnish essential and/or nonessential service to any individual or firm that owes for that service type at the same or a different address until arrangements have been made to make payment of such indebtedness to WRT.

Customers will receive credit classifications based on the following criteria:

1. "A" - A customer who always pays prior to the due date.
 2. "B" - A customer with a good credit history, timely payment and no treatments to an account.
 3. "C" - A customer who is, or has been, two months delinquent within the past 12 months.
 4. "D" - A customer who is delinquent and has received a final notice within the past 12 months. Also, a customer who has been disconnected for non-payment once within six months and/or has had two NSF checks within six months.
- B. To protect WRT from potential non-payment of charges due for service rendered, WRT may require any subscriber to establish and maintain the subscriber's credit status in one or more of the following ways:
1. By furnishing references acceptable to WRT. Information required at the time of application for service include:
 - a. Social Security Number
 - b. Birth date
 - c. Mailing address - a post office box, street or rural mailing address
 - d. Previous telephone number
 - e. Business references for business accounts

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2. By means of a credit deposit based on credit history. A credit deposit may be required for receipt of essential and/or non-essential services. The size of the deposit will be at the discretion of WRT's Credit Department. For Lifeline or Enhanced Lifeline customers, no credit deposit is required for essential services.
3. By providing a suitable guarantee of payment form prescribed by WRT when the applicant is under 18 years of age and applying for telephone service. The subscriber signing the Guarantee of Payment form must receive telephone service from WRT and must have a good credit standing with WRT.

Credit deposits will be retained by WRT for a period of six months or more, until such time that the customer's payment history is determined by WRT to be reliable. Deposit refunds may be made by check or credited to the subscriber's account following six months of satisfactory payment history.

Delinquent accounts to WRT shall be reviewed quarterly (or at any time deemed advisable) by the Board to determine if any accounts should be written off as bad debts to WRT. Whether or not an account is written off by the Board WRT may employ the services of an outside collection agency to collect delinquent accounts. The money expended for collection activity cannot be charged back to the account in the event a request for reconnect is made. However, a deposit may be required in accordance with this policy.

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COLLECTION PROCEDURES & DISCONNECT FOR NON-PAY

I. OBJECTIVE

To establish the procedure to be followed to collect amounts due WRT for service rendered and the action to be taken by WRT in the event of account delinquency.

II. CONTENT

For customers who are delinquent the following procedures will be followed:

- A.** Current monthly bills are due and become delinquent if not paid on or before the date specified on the bill.
- B.** If a customer's bill is delinquent and no payment has been received:
 - 1. A final notice will be included in the monthly billing statement reminding the customer to pay the billed amount in full or customer may be subject to disconnect.
 - 2. Customer will be disconnected for non payment if full payment is not received or prior arrangements are not made by the date showing on the final notice.
 - 3. A customer will not be disconnected for non pay if bill is less than \$20.
- C.** Customers have the opportunity to notify the Credit Department to make special payment arrangements prior to the final service date specified in the final notice. WRT is not responsible for contacting the customer by phone to request payment or arrange a payment date. In lieu of complete disconnect, WRT may at it's discretion, put customer on complete toll restriction until a bill is paid in full. At that time, a credit deposit may be required to have the toll restriction lifted. If the customer has been placed on mandatory toll restriction and no payment has been made toward the account as agreed upon, the customer will be disconnected from essential services also. Customers placed on mandatory toll restriction will not be charged toll restriction fees.

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- D. If payment arrangements have not been made by the final due date, or if the special payment arrangements have not been adhered to as agreed, a service order shall be issued to suspend essential and non-essential service. A written notice is sent to the customer if it becomes necessary to disconnect.
- E. Any amounts currently owed to the subscriber by WRT will be applied to delinquent customer bills.
- F. A customer issuing a non-sufficient fund check for a delinquent account will be given five days to pay the delinquent bill. The customer will be notified either in writing or by a telephone call. If the account is not paid or arrangements have not been made within the five days, service will be disconnected for non-payment and be subject to the reconnect fee plus a NSF charge per the WRT Tariff.
- G. When an account has been disconnected for non-pay, prior to reconnection, payment and any required deposit must be mailed, delivered or remitted by any form of electronic payment to the commercial office. Unless authorized by a supervisor, the outstation employee will not accept a check, money order or cash at locations other than Beulah, Mobridge or Hazen. The customer should go through the normal procedure of mailing, delivering or remitting by any form of electronic payment to the Beulah, Mobridge or Hazen office before service can be reinstated.

In the event service is disconnected for non-payment, service will be restored upon receipt of payment. If payment is made via check and the check is returned for non-sufficient funds, service will be disconnected without further notice and the account will be subject to the reconnect fee plus a NSF charge per the WRT tariff.

H. Late Payment Charges

1. Miscellaneous Billing includes all charges due WRT other than monthly recurring telephone service and toll billing.

Charges to the customer are due and payable upon the rendering of a statement/invoice. Charges shall be past due 30 days after the date of the invoice or after any payment date previously established by agreement between the customer and WRT. If the bill is not paid when delinquent, a late payment charge, not to exceed 1.5 percent monthly, or 18 percent annually, will be imposed by WRT.

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2. Late Payment Charge is based upon the past due daily balance which excludes any unpaid late payment charge.

Management has the right to adjust any late payment charge in the event of a dispute or where the amount is diminutive.

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LINE CONSTRUCTION

I. OBJECTIVE

To identify those circumstances in which providing telephone service may involve substantial additional costs to WRT and to identify the responsibility of the potential subscriber in such situations.

II. CONTENT

A. Aid to Construction

1. When line construction is required to make telephone service available to a future subscriber, the applicant will be required to provide some assurance that the service installation is of a permanent nature before any line construction may commence.
2. This action may be accomplished by requiring the applicant to make a payment to WRT based on the route distance from subscriber location to the nearest, reasonable and serviceable telephone plant facilities. The Aid to Construction requirements are as follows:

<u>DISTANCE</u>	<u>AID TO CONSTRUCTION PAYMENT</u>
0 - 5,280' (one mile)	NC
Anything over 5,280'	\$1.00 per foot

Aid to Construction will be paid back after ten years of continuous service. The Aid to Construction will be repaid to the person making the deposit, their designee or their successor in interest.

Aid to Construction payments will not be considered as part of the patronage base. Forfeited Aid to Construction payments will not be considered part of the patronage base.

3. If unusual expenses occur, such as railroad crossings, boring four lane roads, permitting fees, these unusual costs will be additional to the applicant.
4. If service is requested to a previously served farmstead and services are not available due to redesign of plant facilities, line construction costs may be waived.

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5. This policy applies to residential customers and main business locations. For all other line construction, the customer making the request shall be required to pay the entire cost attributable to such construction. Cost sharing arrangements will be at the discretion of the CEO/GM.

B. Temporary Service Connection Charge

1. For temporary service connections, the customer will be charged an activation charge, labor and material. Removal of temporary cable will be completed by WRT. Removal charges are included with installation charges. No refund will be applied for used materials such as protector, wire, or phone jacks billed to the job during installation of the temporary service.
2. In cases where WRT is unable to install permanent facilities in a reasonable timeframe due to WRT's possible construction scheduling issues, temporary facilities can be placed if under 1000 feet and the temporary facility will not cause a safety hazard. Exceptions to this policy will be at the discretion of the CEO/GM.

C. Requests for Service from Applicants Outside WRT's Certified Area

1. Application for membership and service from potential subscribers outside the certified boundary of WRT shall be considered subject to the following conditions:
 - a. Feasibility of the construction and the costs involved.
 - b. The applicant must furnish a letter from the telephone company in whose area service is to be located granting the applicant a release from said telephone company's service area to WRT's service area.
 - c. Approval of the boundary change by the North Dakota Public Service Commission or South Dakota Public Utilities Commission.

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RIGHT-OF-WAY ACQUISITION

I. OBJECTIVE

To establish the procedure to be followed in obtaining right-of-way agreements, legally recording those agreements, and the circumstances in which compensation for surface disturbance damage may be due the landowner.

II. CONTENT

A. Obtaining Right-Of-Way Agreements

1. The acquisition of right-of-way agreements shall be obtained by an employee or agent of WRT.
2. Proper easements, right-of-ways, or permits will be obtained before facilities are placed on that property.
3. Condemnation proceedings are authorized to acquire rights-of-way to properly route telecommunications facilities when right-of-way agreements cannot be obtained.

B. Recording Right-Of-Way Agreements

1. All right-of-way agreements for new buried telephone facilities shall be properly recorded (fees paid by WRT) in the appropriate county on a timely basis.
2. All old existing agreements shall be maintained in WRT's Headquarters office and will be recorded only in special cases unless circumstances dictate otherwise.

C. Compensation for Right-Of-Way Agreements

1. Right of Way Agreements will be compensated for at \$1.00 per rod with a minimum payment of \$25.00 for local loop and \$2.00 per rod for toll facilities with a minimum payment of \$50. No payments shall be made in the following situations:

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- a. When the landowner requests relocation.
 - b. When the easement only serves the landowner as the subscriber and no further growth is anticipated.
2. Landowners or tenants may be compensated for surface disturbance damages suffered as a result of telecommunications facilities construction on the right-of-way. Crop damages should be based upon a yield and price statement for the affected property. Exceptions to this reimbursement schedule must be approved by the CEO/GM.

DATE: 12/20/13

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DAMAGE TO UNDERGROUND FACILITIES

I. OBJECTIVE

To establish WRT's buried cable location procedures and the procedures to be followed in the event of cable damaged by others.

II. CONTENT

A. Locating WRT Facilities

1. WRT facilities are constructed adequately below the ground surface to eliminate damage to the facilities that would be caused by normal above ground activities.
2. WRT will locate its underground facilities during normal working hours and during the normal work week the first time at no cost to the individual requesting the location. At least 48 hours advance notice is required.
3. WRT operates in accordance with North Dakota and South Dakota One- Call laws and regulations.

B. Damage to Underground Facilities

1. The responsible party will be issued an itemized statement for all costs involved to repair damaged facilities. The responsible party will be financially obligated to pay for repair costs without the necessity of WRT establishing "fault."
2. The billing statement for repairs of cables may be adjusted or eliminated if extenuating circumstances warrant such action. Such adjustments will require the approval of the Plant Manager.
3. No statement will be issued if WRT's facilities were improperly or inadequately located. Determination of proper or improper cable location work will be at the discretion of WRT management following a review of the circumstances involved.

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C. Construction on Major Outside Contractor Projects

1. The following additional guidelines will apply to all large scale construction projects where numerous cable crossings are expected by a single contractor:
 - a. When WRT facilities are located for the purpose of engineering a road or other construction type project, WRT will charge time and materials for these locates.
 - b. WRT's facilities will be located at no cost to the contractor, the first time. However, WRT may require a deposit from the contractor as a form of guarantee to pay for anticipated cable repairs. Such deposit amount shall be negotiated with the contractor involved.
 - c. The contractor shall be responsible for exposing all WRT facilities prior to crossing. Total exposure, by hand digging only, will be a minimum two feet all around the cable.
 - d. The contractor will also be responsible for exposing all damaged WRT facilities, digging the splice pits, and covering the splice pits to restore the above ground surface.
 - e. If by mutual agreement between WRT and the contractor a WRT cable must be cut prior to crossing the cable with the contractor's plow or backhoe operation, only WRT personnel will be allowed to cut the facility.
 - f. The contractor will be billed by WRT for all cables cut and/or damaged. The billing will include all direct labor, overheads, and materials required to repair or replace the cable.
 - g. Advance notification of work to be performed by the contractor will be required in accordance with North Dakota and South Dakota law.
2. WRT will endeavor to work with outside contractors as much as possible to prevent any cable damage.

DATE: 11/26/12

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CUSTOMER INTERNET SERVICE ACCEPTABLE USE POLICY

I. OBJECTIVE

To provide high quality Internet Services to its customers. WRT has adopted the following Acceptable Use policy to ensure the integrity of its Service and to provide a high quality customer experience. By accessing WRT's Internet Services the Customer accepts the terms of this policy and agrees to be bound thereby.

II. CONTENT

- A.** Each Internet Service account is for one household or one business and the customer is responsible for unauthorized use of the account by third-parties. Customer will not resell or redistribute the Service to others.
- B.** WRT will provide up to five 1 GB email addresses for residential accounts and up to ten 1 GB email addresses for business accounts for each Internet customer. These email addresses will be a source to contact the customer with the information that is related to the Internet. An overage fee may be charged if an email address is over 1GB in size. WRT is not liable for any damages due to the loss of information contained in customer email.

Customers will not use the Service for spamming (sending unsolicited messages, bulk email or other solicitations). Customer will not alter, remove or forge email headers, or take any action to deceive the recipient of email as to the sender's true identity. Customer will not reference WRT in any email in order to mislead the recipient. Customer will not use the Service to fraudulently or illegally access the accounts of others, penetrate the security measures of the Service or other systems, or to disrupt the Service or Services of any other user, host, business or network. This includes attempting to access any unauthorized computer system, network, business, account or any other proprietary material, or using any processes or programs to compromise the security of any of the foregoing, mail bombing or flooding or any other activity that disrupts the Services of any other user, host, business or network. Anyone found to be using this Service for any of these purposes will have their account(s) disabled.

- C.** A customer may have one 3.5 Meg web page per account for their home page. It is up to the customer to create or have their home page created. Once the page is created, WRT will activate the page.

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- D.** Customer will not use the Service to send, receive or use any data, files or information which infringes upon the patents, trademarks, copyrights, trade secrets or proprietary rights of another person or entity.

WRT is committed to complying with US copyright and related laws and requires all customers and users to comply with these laws.

WRT is registered under the Digital Millennium Copyright Act of 1998 (DMCA) to receive notices of copyright infringement by users of WRT's Internet Services. Protected materials include but are not limited to, digital music, movies, photographs, audio books and software.

WRT will notify the subscriber of the alleged infringement by mail. The subscriber will be advised that repeat violations may result in termination of Internet Service. If a subscriber has three infringements within one year, the Internet Services will be terminated. The Services will not be reinstated until WRT receives a copy of a Computer Repair invoice showing the file sharing program has been removed.

- E.** Customers are solely responsible for everything contained in their own personal home pages. WRT does not verify, endorse or otherwise vouch for the contents of any personal home page. Customers can be held legally liable for the contents of their personal home pages and may be held legally accountable.

No offensive material or links to sites deemed inappropriate by WRT shall be allowed. Customer will not use the Service for any purpose that violates local, state or federal laws or that promotes illegal activity including, but not limited to child pornography, sexually oriented products and services, escort services, drugs, drug paraphernalia, stolen or illegal goods or services, instructions on how to assemble weapons of mass destruction, racially bias material, slanderous material, any gambling, raffles, lotteries, pyramid or ponzi schemes. Customer will not impersonate another user, falsify identifying information in any post or transmission in order to mislead or forge another's digital or manual signature.

- F.** The Customer agrees not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. The Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited.

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Customer acknowledges and agrees that WRT neither endorses the contents of any customers communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

- G.** The customer understands and agrees that any material and/or data downloaded or otherwise obtained through the use of this Service is done at member's own discretion and risk and that the customer will be solely responsible for any damage to customer's computer system or loss of data that results from the download of such material and/or data.
- H.** Customer must take appropriate security precautions for any device or system connected to the Service. Customer must secure any wireless network devices (i.e. Routers) connected to the Service. Unsecure wireless networks are subject to Service termination as they are operating as a pseudo ISP. Customer will not transmit viruses, worms, Trojan horses, denial of service attacks or any other harmful software or code, bomb, key or bot. Customer must use standard practices to prevent harmful transmissions and to protect their computer system(s) and connected devices. WRT will take appropriate action for repeat harmful transmissions, up to including termination of Services.
- I.** The customer agrees to indemnify and hold harmless WRT, its subsidiaries, affiliates, officers and employees, for any loss, liability, claim, damage, and expenses (including reasonable attorneys' fees) arising from or in connection with WRT's Technical Service, Internet service, the contents of the customer's personal home page, use of the member's e-mail account or any other Internet Service provided by WRT.
- J.** WRT makes no warranty that the Service will meet customer requirements, or that the Service will be uninterrupted, timely, secure, or error free; nor does WRT make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the software will be corrected. WRT will not be responsible for any losses due to interruptions to the Internet service. This Service is provided on an "As Is" and "As Available" Basis.
- K.** All usage of the Service is under the discretion of WRT. WRT reserves the right to modify or discontinue a customer's Internet with or without notice to customer. WRT shall not be liable to the customer or any third party should WRT exercise its right to modify or discontinue Internet Service. WRT management will review all alleged violations of the policy on a case by case basis. Clear violations of policy which are not promptly remedied by the relevant customer may result in action including, but not limited to immediate termination of Service and forfeit of all fees paid to date. A

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failure by WRT to enforce any provision in this policy shall not be construed as a waiver of any right to do so at a later date.

- L.** This policy may be supplemented with additional terms from time to time. Those additional terms may be found on WRT's website.

DATE: 1/25/16