

The following General Terms and Conditions apply to all SureWest California retail telecommunications services described below and identified in SureWest's Service Guide.

This document does not include the Service Guide. The Service Guide is a separate document that contains additional terms, including the description, charges and other terms and conditions applicable to each of the services in the Service Guide. Subject to the approval of the California Public Utilities Commission ("CPUC"), the Service Guide will be available for your inspection on or before January 1, 2010, and will also be available on the SureWest website (the "Website") at www.surewest.com/regulatory.

1. Application

- a. The Service Guide sets forth the prices, charges, terms and conditions under which a Customer ("Customer", "you" or "your") agrees to procure and pay for any of the covered Services (as defined below) and under which SureWest ("SureWest", "Company", or "we") agrees to provide the Services to Customers, unless otherwise noted.
- b. The Service Guide is set forth on the SureWest website (the "Website") at <http://www.surewest.com/regulatory>. You may also obtain further information regarding the terms and conditions applicable to your ordered Service by telephoning SureWest toll free at **1-866-787-3937** for residential customers and toll free at **1-800-400-8662** for business customers.
- c. The Service Guide becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered Service. You are deemed to have accepted the terms of the Service Guide applicable to your Service upon your order of, use of, or payment for the Service following the availability of these General Terms and Conditions and the Service Guide, including but not limited to your confirmation of a request for Service with a Company representative, your execution of a Service agreement, or your acceptance of a Service installation.
- d. Services that are covered by the Service Guide are governed by the terms and conditions in the Service Guide rather than by the provisions of SureWest's tariffs on file with the CPUC.
- e. Unless expressly stated otherwise, the Service Guide also applies to Customers who have entered into a separate written contract for Services for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in the Service Guide, the terms in the separate contract will control with respect to Services subject to that contract.

2. General Terms and Conditions

- a. **Services.** "Service" or "Services" means those retail telecommunications services offered by SureWest for which the prices, charges, terms and conditions of sale are specified in the Service Guide. Services do not include Internet service or other non-telecommunications services.
- b. **Credit Limit and/or Deposit.** We reserve the right to evaluate a Customer's creditworthiness, and we may set a credit limit or require a deposit before or during the time that Service is provided.
- c. **Prices and Billing.** We will bill you monthly for Services. You are responsible to pay us by the due date stated on your bill, for all charges associated with your Services, including all recurring and non-recurring charges, and all taxes, fees, usage charges, telecommunications and other surcharges and other applicable governmental or quasi-governmental charges due on account of the Services, whether mandatory or discretionary. Such taxes, fees and/or surcharges are subject to change without notice to Customer except as notice may be required by applicable law. Charges for ancillary services include, but are not limited to, charges for installation, move or change orders, directory assistance and operator services used by Customer. These charges will be assessed at SureWest's then-current prices. Such charges are subject to change without notice to Customer, except as may be required by applicable law. Promotional pricing and terms will expire in accordance with the

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terms applicable to each promotion, without further notice to you. We may allow you to elect to pay for service in cash, or by check, credit card, debit card, electronic funds transfer payment, or another payment method, on terms and conditions that we establish from time to time. (Payment on a basis other than by cash or check may be subject to terms established by third party banks or other financial institutions.) The outstanding balance is due and payable in full each month.

- d. **Use of Service.** You may use the Service for any lawful purpose. You agree not to engage in any unlawful, abusive, harassing or fraudulent use of the Service. You are responsible to pay for all use of the Services for which you are the Customer of record. SureWest shall not be liable to you or to any other person for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services, whether by the Customer, or the Customer's family, guest, employees, third parties, or any member(s) of the public. Customer shall remain responsible for all such charges to the extent permitted by law.
- e. **Indemnification.** Customer agrees to defend, indemnify and hold SureWest, its employees, representatives and agents, and its affiliates and their employees, representatives and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), and any liability whatsoever, arising from any use of the Services by you or any person able to use the Services, including without limitation, liability resulting from the content of any communication, including but not limited to slander, defamation, fraud, invasion of privacy, or violation of any applicable law, including those governing obscenity, national security and/or defense, child abuse, eavesdropping, recording of conversations of others, or other similar matter, or of any combination of one or more of the Services with any other product(s) or service(s) not provided by SureWest, any modification of the Services or any infringement of intellectual property, except where limited by applicable law.
- f. **WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY AGREED IN WRITING BY SUREWEST, SUREWEST DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES RELATED TO ANY PRODUCT OR SERVICE, WHETHER EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUREWEST DOES NOT WARRANT THAT COMMUNICATIONS USING THE SERVICES WILL ALWAYS BE COMPLETED (INCLUDING 911 CALLS), THAT TRANSMISSION WILL ALWAYS BE UNINTERRUPTED, ERROR-FREE AND/OR SECURE, OR THAT THE SERVICES WILL MEET YOUR NEEDS.**
- g. **Limitation of Liability**
- 1) SureWest shall not be liable to Customer or any other person for any mistake, omission, interruption, delay, error or Service defect or failure, whether caused in whole or part by SureWest, Customer or someone acting on behalf of Customer. Customer's remedies for Service issues are limited as provided here and in the Service Guide.
 - 2) SureWest shall not be liable to Customer or any other person for any indirect, incidental, punitive, special or consequential damages, including without limitation, loss of business or profits, or other commercial or economic loss arising in connection with the Services, even if it knew or should have known of the possibility of such damages.
 - 3) SureWest's maximum total liability to Customer or any other person in connection with the Services, and for any and all other causes of action and claims related to its provision of Services, shall be:
 - a) For damages due to any loss, degradation, interruption, failure or disruption in any Service, whether caused by SureWest or otherwise, the amount provided in the current and applicable SureWest Service Guide, but in no case more than the proportionate amount of the base monthly billing period charges for the affected Service for the specific period during which it can be shown that Service was so affected, or in an appropriate case, the charges for a long distance or other individually-charged call.
 - b) For damage to real or personal property, or bodily injury or death to any person, caused by a SureWest employee or representative and not caused by any other person, the amount of direct damages proven.

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For damages to real or personal property, or bodily injury or death caused in part by a SureWest employee or representative and also caused in part by another person, that share of the direct damages proven as established by California law;

c) For indemnity, the remedies set forth in section 2(e);

d) For any damages arising out of the willful or intentional misconduct of the party, the amount of direct damages proven;

e) For all other damages, and where not otherwise excluded under the Service Guide, SureWest's maximum liability during any twelve (12) month period shall be limited to the lesser of: (i) direct damages proven, or (ii) the highest amount paid by Customer to SureWest for the one (1) month prior to the commencement of such period.

4) Nothing in this section shall limit your liability to SureWest for all charges incurred for the Services.

5) Nothing in this section shall limit a party's liability where such liability cannot be limited under California law.

- h. **Termination or Suspension of Services.** You may terminate your Service as provided in the Service Guide, generally on notice to us, disconnection of your equipment and that of any third party, and your return to SureWest of all SureWest equipment made available to you in good condition. However, you are responsible to pay us for all charges for use of the Service through the time that Service is terminated. SureWest may discontinue or limit use of the Services by a Customer for non-payment, non-compliance with Company rules, misrepresentation or fraudulent use, violation of applicable law, and any other Customer breach or other violation of terms and conditions set out in the Service Guide or in any applicable tariff provision. SureWest may suspend Service if it believes reasonably that the Service is being used for an unlawful purpose, or is being used abusively or to engage in or promote fraud. We may interrupt or terminate Service in connection with any necessary repair or relocation of our equipment or facilities. SureWest may suspend or terminate Service if Customer ceases to live or do business at the premises where Service is provided, or is subject to proceedings related to bankruptcy, insolvency, assignment for the benefit of creditors or other similar event, and the assurances of payment and performance contemplated by the bankruptcy laws are not forthcoming. If we suspend or terminate your Service for non-payment, we may require payment of all amounts in arrears and a reconnection fee to reinstate Service.
- i. **Service Delivery; Performance Excused.** Service is offered in locations where made available by SureWest in its sole discretion. We reserve the right to modify, repair, rearrange or otherwise make changes to our network, equipment, facilities and related appurtenances at any time. SureWest's performance shall be excused if it is delayed or prevented in whole or part due to events beyond its reasonable control, to the extent and for the period during which it is unable to perform (i.e., a force majeure situation), including but not limited to acts of God, acts or failures to act of any third party, weather or other natural event or condition, fire, war, terrorist act, explosion, vandalism, cut or damaged cable or other network problems, power shortages and failures, strikes, work stoppages or labor difficulties.
- j. **Customer Responsibilities.** You agree that you have the right to have Service made available to you at your residence or other Service location. You agree to provide us with the access and support required to allow us to install, maintain, provide and remove the Services and all related facilities and equipment. You may be required to procure access rights from your landlord or other third party. All facilities or equipment provided by you are to be properly installed, operate within their stated parameters and shall be properly interconnected with any Services, facilities and equipment provided by SureWest. SureWest shall not be liable to you or any other person for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to SureWest, our customers, and/or our providers. You are responsible for all use of your Service. You are responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services. SureWest will have no liability for any such use.

k. Miscellaneous.

- 1) You agree that you have the legal authority to enter into the agreement for Service. You agree to notify SureWest immediately whenever the personal or billing information you have given to us changes and to keep it accurate at all times.
- 2) The Service Guide, including these general terms and conditions and any documents or tariff provisions incorporated as a part of the Service Guide, constitutes the entire agreement of the parties with respect to the Services and takes the place of all prior agreements, negotiations, and representations, whether written or oral, concerning the Services. SureWest may revise the terms and conditions of the Service Guide from time to time on thirty (30) days notice. We may decrease our prices without prior notice. Increases to the prices or other changes to the Service Guide resulting in materially more restrictive terms or conditions for the Customer (as explained below) shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable methods permitted by law. If you do not agree to the revision(s), you may terminate your Service(s) within thirty (30) days of the date the notice was mailed, paying all charges incurred through the time of termination, and you will not incur charges for early termination of an applicable term agreement, if one would otherwise be applicable. Failure to terminate your Service(s) within thirty (30) days of the date the notice was mailed will be deemed acceptance of such revisions, and where applicable, any termination after said date will be subject to early termination charges. Price increases and materially more restrictive terms do not include (i) the introduction of a new Service, (ii) the addition of a new feature to existing Service, (iii) the imposition of governmental charges or implementation of new law, rules or regulations, or (iv) changes to tariff or Service Guide language that do not change the nature of the Service offered, change Service prices, or modify time periods for performance, cure or compliance to the disadvantage of the Customer. You shall pay all charges incurred up to the time of Service discontinuance. By continuing to use, pay for, or order the Service(s) after revisions are in effect, you are accepting and agreeing to all revisions.
- 3) Either party's failure to enforce any of the provisions of the Service Guide or to exercise any contractual right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of the Service Guide. Any waiver must be written and signed by the party granting such waiver. The invalidity or unenforceability of any part of the Service Guide will not affect the other parts thereof, and the remaining terms and conditions of the Service Guide shall continue to apply as necessary to reflect the original intention of the parties.
- 4) Customer shall not transfer, assign, or resell the Services or its Service agreement with SureWest without the prior written consent of SureWest. SureWest may freely assign or transfer all or part of our rights without prior notice.
- 5) No third party has any rights or remedies in connection with the Service agreement between SureWest and Customer. No third party may seek to enforce or benefit from its provisions.
- 6) Your agreement with SureWest will be governed by California law, except where preempted by Federal law.
- 7) You may not modify the terms and conditions of your agreement with SureWest, nor demand or require other terms and conditions, unless an authorized SureWest representative agrees in writing.
- 8) No waiver of any Customer breach of the Service agreement will constitute a waiver of any future Customer breach of that agreement.

All service descriptions, rates, charges, terms and conditions included in these notices are current at the time these notices were printed, but are subject to change.

Nothing in this agreement shall prevent a customer from filing a complaint with the CPUC. If you wish to file a complaint you may do so by contacting the CPUC online at www.cpuc.ca.gov, or by calling toll free at **1-800-649-7570**, or in writing to **CPUC Consumer Affairs, 505 Van Ness Ave, San Francisco, CA. 94102**.