



PO Box 137 Floyd, VA 24091

540-745-2111 DCJS License # 11-9804

## **SECURITY SERVICES IMPORTANT TERMS AND CONDITIONS**

1. **PAYMENTS; TERM OF CONTRACT.** All charges are payable to Citizens Telephone Cooperative, Inc. upon completion of installation. The initial term of the Contract is either one (1), two (2) or three (3) years and is indicated on the first page of the agreement. Our alarm monitoring and notification services will begin when the equipment is installed and is operational and when the necessary communications connection is completed. This Contract will automatically renew for successive thirty (30) day terms unless terminated by either party's written notice at least thirty (30) days before the end of the current term.
  
2. **YOUR EARLY TERMINATION OF THIS CONTRACT. YOU AGREE THAT THE CHARGES DUE UNDER THIS CONTRACT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND TO PAY FOR THE SERVICE FOR THE FULL TERM OF THIS CONTRACT AS INDICATED ON THE FIRST PAGE OF THIS AGREEMENT. ACCORDINGLY, YOU AGREE THAT: IF YOU TERMINATE THIS CONTRACT AT ANY POINT DURING THE TERM OF THE AGREEMENT, EARLY TERMINATION FEES WILL APPLY.**
  
3. **INCREASES IN CHARGES.** We have the right to increase the annual service charge at any time after the first year. If you give us a written objection to the increase within thirty (30) days of your receipt of notice of the increase, and if we do not waive the increase, then you may terminate this Contract effective thirty (30) days after our receipt of your written notice of termination. In this situation, you will not have to pay the early termination charges described in Paragraph 2.
  
4. **ADDITIONAL CHARGES.** You are solely responsible for payment in full of any and all false alarm assessments, taxes, fees or other charges from any police or fire department, or any other governmental body. You agree to pay all telephone and signal transmission company charges for area code, telephone numbering or other charges. You agree to pay a service charge, at the current rate, if our representative responds to a service call or alarm at your premises because you improperly followed operating instructions, failed to properly lock or close a window, door or other protected point or improperly adjusted CCTV cameras, monitors, or accessories.
  
5. **EXCULPATORY CLAUSE. THE PARTIES AGREE THAT CITIZENS IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. SUBSCRIBER'S PAYMENTS TO CITIZENS ARE FOR THE INSTALLATION, RENTAL AND SERVICE OF ALARM MONITORING AND NOTIFICATION SERVICES DESIGNED TO REDUCE CERTAIN RISKS OF LOSS, THOUGH CITIZENS DOES NOT GUARANTEE THAT NO LOSS WILL OCCUR. CITIZENS IS NOT ASSUMING LIABILITY AND THEREFORE SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY LOSS OR INJURY SUSTAINED BY SUBSCRIBER AS A RESULT OF ANY CAUSE WHATSOEVER. SUBSCRIBER RELEASES CITIZENS FROM ANY CLAIMS FOR CONTRIBUTION, INDEMNITY OR SUBROGATION.**

- 6. NO LIABILITY. LIMITED LIABILITY. NO WARRANTIES OR REPRESENTATIONS; SUBSCRIBER'S EXCLUSIVE REMEDY. CITIZENS DOES NOT REPRESENT OR WARRANT THAT THE ALARM MONITORING AND NOTIFICATION SERVICES WILL PREVENT ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, OR THAT THE ALARM MONITORING AND NOTIFICATION SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER ASSUMES ALL RISK FOR LOSS OR INJURY TO SUBSCRIBER'S PROPERTY OR PERSON. CITIZENS HAS MADE NO REPRESENTATION OR WARRANTIES, AND HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. SUBSCRIBER'S EXCLUSIVE REMEDY FOR CITIZENS' DEFAULT HEREUNDER IS TO REQUIRE CITIZENS TO REPAIR OR REPLACE, AT CITIZENS' OPTION, ANY EQUIPMENT OR PART OF THE ALARM MONITORING AND NOTIFICATION SERVICES WHICH IS NON-OPERATIONAL.**
- 7. EXCLUSIVE DAMAGES REMEDY. THE PARTIES AGREE THAT THE ALARM MONITORING AND NOTIFICATION SERVICES ARE NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS OR INJURY. IF, NOTWITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CITIZENS AS A RESULT OF ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE, OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CITIZENS' NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION OR STRICT PRODUCTS LIABILITY, SUCH LIABILITY WILL BE LIMITED TO THE GREATER OF (A) AN AMOUNT EQUAL TO SIX TIMES THE MONTHLY AMOUNT OF SERVICE FEES PAID BY THE SUBSCRIBER TO CITIZENS UNDER THIS CONTRACT AT THE TIME SUCH LIABILITY IS FIXED OR (B) THE SUM OF \$250.00.**
- 8. HOLD HARMLESS. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARISING OUT OF THE SERVICE WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT, YOU AGREE TO BE SOLELY RESPONSIBLE FOR AND TO INDEMNIFY AND HOLD US COMPLETELY HARMLESS FROM SUCH LAWSUIT OR OTHER CLAIM INCLUDING YOUR PAYMENT FOR ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.**
- 9. FALSE ALARMS/PERMIT FEES. SUBSCRIBER IS RESPONSIBLE FOR ALL ALARM PERMITS AND FEES, AGREES TO FILE FOR AND MAINTAIN ANY PERMITS REQUIRED BY APPLICABLE LAW AND INDEMNIFY OR REIMBURSE CITIZENS FOR ANY FINES RELATING TO PERMITS OR FALSE ALARMS. CITIZENS SHALL HAVE NO LIABILITY FOR PERMIT FEES, FALSE ALARMS, FALSE ALARM FINES, POLICE OR FIRE RESPONSE, ANY DAMAGE TO**

**PERSONAL OR REAL PROPERTY OR PERSONAL INJURY CAUSED BY POLICE OR FIRE DEPARTMENT RESPONSE TO ALARM, WHETHER FALSE ALARM OR OTHERWISE, OR THE REFUSAL OF THE POLICE OR FIRE DEPARTMENT TO RESPOND. IN THE EVENT OF TERMINATION OF POLICE OR FIRE RESPONSE BY THE MUNICIPAL POLICE OR FIRE DEPARTMENT, THIS AGREEMENT SHALL NEVERTHELESS REMAIN IN FULL FORCE AND SUBSCRIBER SHALL REMAIN LIABLE FOR ALL PAYMENTS PROVIDED FOR HEREIN. SHOULD CITIZENS BE REQUIRED BY LAW TO PERFORM ANY SERVICE OR FURNISH ANY MATERIAL NOT SPECIFICALLY COVERED BY THE TERMS OF THIS AGREEMENT, SUBSCRIBER AGREES TO PAY CITIZENS FOR SUCH SERVICE OR MATERIAL.**

10. **OWNERSHIP.** We retain ownership of installed equipment until such time you have paid in full any outstanding balance owed on installed equipment. Upon termination of this Contract, we may remove, disable or abandon all or any portion of the Citizens Telephone-owned system, we have no obligation to repair or redecorate your premises after any such removal. We do not waive our right to collect any unpaid charges by such removal, disablement or abandonment of the Citizens Telephone-owned system.
11. **INSTALLATION.** We will install the equipment listed on the first page of this Contract in a workmanlike manner under the following conditions: (A.) Your premises will be available without interruption during our normal working hours; (B.) You understand that the installation will require drilling into various parts of your premises; (C.) You will provide us with 110 volts AC electrical outlets for our power equipment in locations designated by us; (D.) You will make arrangements for lifting and replacing carpeting, if required, for our installation of floor mats or wiring; (E.) You warrant that you (1) requested the equipment and services specified in this Contract for your use and not for the benefit of any other party (2) own the premises where the equipment is being installed or that you have the authority to authorize us to install such equipment in the premises, and (3) will comply with all laws, codes and regulations pertaining to the equipment we install and the service we provide under this Contract. Our intent is to conceal wiring in the finished areas of your premises. However, there may be areas where we determine, at our sole discretion, that it is impractical to conceal the wiring. In such areas, wiring will be exposed. You agree to pay any additional labor charges assessed outside of any standard installation agreements at the current hourly labor rate.
12. **LIMITED WARRANTY.** During the first three (3) months after installation, we will repair or, at our option, replace any defective part of the system, including wiring, and will make any needed mechanical adjustments, all at no charge to you. We will use new or functionally operative parts for replacements. This limited warranty is for your benefit only, and may not be enforced by any other person. This limited warranty gives you specific legal rights. The laws of the Commonwealth of Virginia may also give you additional rights. For service call (540) 745-2111.
13. **WARRANTY EXCLUSIONS.** We perform warranty services only during our normal working hours. IF YOU REQUEST US TO PERFORM WARRANTY SERVICES OUTSIDE OUR NORMAL WORKING HOURS, YOU WILL BE REQUIRED TO PAY US FOR THE SERVICES AT OUR THEN APPLICABLE RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY DOES NOT APPLY IF WE DETERMINE UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE: (A.) Damage resulting from accidents, Acts of God, alterations or misuses; (B.) You fail to properly close or secure a door, window or other point protected by an alarm; (C.) You fail to properly follow the operating instructions; (D.) Trouble in a telephone line, use of non-standard

telephone line or service (including but not limited to DSL, ADSL, VOIP, etc.) or due to interruption of power; (E.) Repairs needed to window foil, security screens, exterior mounted devices or PROM (Programmable Read Only Memory) batteries; (F.) Ordinary maintenance or wear and tear; (G.) Alterations to your premises; (H.) Alterations to the system made at your request, or made necessary by a change to your premises, damage to your premises or the alarm system, or for any other cause beyond our control. We will not perform warranty service on any device not installed by us. You must furnish the necessary electrical power through your meter at your expense to obtain warranty services.

14. **NO OTHER WARRANTIES.** OTHER THAN THE LIMITED WARRANTY WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT. YOUR EXCLUSIVE WARRANTY REMEDY IS SET FORTH ABOVE. WE ARE NOT LIABLE TO YOU FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES MY NOT ALLOW US TO LIMIT THE IMPLIED WARRANTY OR TO EXCLUDE OR LIMIT INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE LAWS OF THE COMMONWEALTH OF VIRGINIA WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.
15. **REPAIRS AND PARTS REPLACEMENT.** At your request we will repair or replace the equipment we provided at our then-prevailing prices after the Limited Warranty expires. At your request we will also repair or replace anything excluded from the Limited Warranty at our then-prevailing prices.
16. **ALARM MONITORING AND NOTIFICATION SERVICE.** We shall provide alarm monitoring and notification services if the first page of the Contract includes a charge for such services. If you have elected for us to provide Police Emergency Alarm monitoring services and such an alarm is received at our alarm monitoring center, we may, at our sole discretion, attempt to contact you or anyone on your Emergency Contact List by telephone/Two Way Voice to confirm that the alarm is not false. If we fail to contact you or someone on your Emergency Contact List, or if we question the response we receive upon contact, we will attempt to notify the appropriate Police Department or Fire Department. You agree that we shall have no liability pertaining to any Two Way Voice communications. If you have elected for us to provide Supervisory Alarm or Trouble Alarm monitoring services and such an alarm is received at our alarm monitoring center, we will attempt to notify the representative you designate. The person(s) identified on your Emergency Contact list are authorized to act on your behalf. You understand that the equipment we provide may not operate with other companies' alarm monitoring equipment. This may prevent you from using such equipment in the event you terminate our services. You understand local laws, ordinances or policies may restrict our ability to provide the alarm monitoring and notification service as described in the Contract. You understand that, upon receiving notification that a fire or carbon monoxide signal has been received by us, the Police, Fire Department or other responding authoring may forcibly enter your residence. WE WILL NOT ARREST OR DETAIN ANY PERSON.
17. **FAILURE TO PAY CHARGES OR HONOR CONTRACT.** If you fail to make any payments when due or fail to honor any other term or condition of this Contract, we may stop providing the alarm monitoring and notification services and repossess or disable the equipment with or without notice. You agree that you will grant us access to your residence to allow us to repossess or disable the equipment. You agree that we have no liability if we stop providing the alarm monitoring and notification services and repossess or disable the equipment. You agree

that we are not to rearrange or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you interest at the highest legal rate on the unpaid amount, by ceasing to provide the alarm monitoring and notifications services or repossessing or disabling the equipment. In the event the Company must enter into arbitration or any other legal proceeding to collect any amounts due from the Subscriber under this agreement or any other agreement between the parties hereto, the Subscriber hereby specifically agrees and understands that they will be liable for all costs, expenses, and fees incurred by the Company in collecting such amounts, including without limitation reasonable attorney's fees. Any delinquent accounts for amounts due the Company under this Agreement shall be subject to a late payment or finance charge of one and one-half percent (1½%) per month, or eighteen percent (18%) per annum until paid.

18. **SMOKE DETECTOR AND OTHER WARNINGS.** Some electrical smoke detectors are designed to be connected to an electrical power source. THESE SMOKE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED, IF THE ELECTRICITY IS CUT OFF AND THE BACKUP BATTERY, IF PART OF THE SYSTEM, IS LOW OR DEAD. This includes instances where the electrical power is lost due to a fire. Connecting these smoke detectors to a separate dedicated electrical circuit increases their reliability. However, even dedicated circuits can fail. WE RECOMMEND THAT YOU INSTALL A BATTERY POWERED SMOKE DETECTOR AS A BACKUP SYSTEM. YOU SHOULD REGULARLY INSPECT YOUR SMOKE DETECTORS FOR DIRT AND DUST BUILD-UP AND TEST THEM WEEKLY TO MAINTAIN CONTINUED OPERATION. Smoke detectors can significantly help to reduce loss, injury and death. However, no matter how good any detection device is, nothing works perfectly under every circumstance. WE WARN YOU THAT A SMOKE DETECTOR WILL NOT ENSURE THAT YOU WILL NEVER SUFFER DAMAGE OR INJURY. Our battery-powered motion detectors, smoke detectors, door and window contact transmitters, and other detection sensors, if installed under this Contract, are not connected to the electrical system of your premises. Such detection sensors require batteries to operate. THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED, IF THE BATTERIES ARE LOW OR DEAD. You are responsible for maintaining the batteries. You should regularly inspect such sensors for dirt and dust buildup and test them weekly to help maintain the continued operation. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.
19. **COMMUNICATIONS FACILITIES.** (A.) DIGITAL COMMUNICATOR. You understand that a digital communicator, if installed under this Contract, uses standard telephone lines for sending signals which eliminates the need for a dedicated telephone line and the costs associated with such dedicated lines. YOU ALSO UNDERSTAND THAT WE WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERRUPTED OR IS OTHERWISE DAMAGED OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, VOIP, ETC.) IS BEING USED. (B.) RADIO AND INTERNET INTERFACE. You understand that if your alarm system is connected to our alarm monitoring center by radio frequency or internet connection method there may be times when the system is unable to acquire, transmit or maintain an alarm signal.

Such radio frequency and internet connection methods include cellular or private radio or an internet communication facility. If a radio frequency or internet connection is utilized, we recommend you also use an additional method of communication to connect to our alarm monitoring center.

20. **CANCELLATION.** We may, at any time, cancel this Contract at our option if: (A.) Our alarm monitoring center is destroyed or damaged so that it is impractical for us to continue service; (B.) We cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or other agency; (C.) You fail to follow our recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty; (D.) You fail to follow our operating instructions for the system; or (E.) We determine that it is impractical to continue service due to the modification or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this Contract with or without notice at our option if; (A.) You fail to pay any monies when due under this Contract; (B.) You fail to comply with any other term or condition of this Contract; or (C.) You fail to maintain your premises in a safe and sanitary condition. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination.
21. **ASSIGNMENT.** You may not assign this Contract without our written consent. We have the right to assign this Contract or to subcontract any or our obligations under it without notifying you.
22. **DELAYS.** WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM OR THE PERFORMANCE OF OUR SERVICES, REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES. WE HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, ACTS OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, WE HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.
23. **ELECTRONIC MEDIA.** You agree that we may convert this Contract into an electronic media such as CD ROM. You also agree that in the event of any dispute or litigation, a copy of this Contract produced from any such electronic media may serve as the exclusive original.
24. **ENTIRE AGREEMENT.** THIS CONTRACT CONSTITUTES OUR ENTIRE AGREEMENT. BY SIGNING IT YOU ADMIT THAT YOU ARE NOT RELYING ON OUR ADVICE OR ADVERTISEMENTS. YOU AGREE THAT YOU AND WE ARE NOT BOUND BY ANY REPRESENTATIVE, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESSED OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS CONTRACT. THE TERMS AND CONDITIONS OF THIS CONTRACT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, UNLESS A CHANGE IS APPROVED IN WRITING BY OUR AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL GOVERN EVEN IF YOU SUBMITTED A PURCHASE ORDER OR OTHER DOCUMENT WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS.

**25. Virginia Electronic Security System License Number – 11-9804**

Licensing Agency:  
Virginia Department of Criminal Justice Services  
Private Security Services Section  
P.O. Box 1300  
Richmond, VA 23218  
(804) 786-4700

Company Information:  
Citizens Telephone Cooperative, Inc.  
P.O. Box 137  
Floyd, VA 24091  
(540) 745-2111