



## Service Agreement/Change in Service

Name on Account: \_\_\_\_\_

Account#: \_\_\_\_\_

Service Address: \_\_\_\_\_

Contact #: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Service Address:     Add Service     Upgrade to Fiber

Service Agreement     12 Month\*\*     24 Month\*\*

Services not available in all areas. Actual Internet connection speed may vary due to various factors including network congestion and distance from subscriber to Citizens' facilities. Electrical surge protection is strongly recommended. Free installation and free modem require 12-month minimum commitment and is for one computer only. Internet system requirement: any operating system that supports your NIC (Ethernet card), Windows 98SE or higher, Mac OS 9 or higher. Federal, state, local taxes, and service fees are not included in pricing. Some restrictions may apply and subject to pre-approval. Service Agreement required to waive installation fees. Credit terms apply. **\*\*Service Agreement required for Fiber to the Home services. Standard Connection fee \$399. \$299 with 12-month Agreement; \$199 with 24-month Agreement.**

I have reviewed and read the Terms and Conditions associated with this service (below) and acknowledge I can access online at <https://citizens.coop/terms/> From time to time, Citizens may contact you regarding special offers and promotions. If you do not wish to receive such information, you may "Opt Out" by checking this box.

**Member/Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Signature verifies all information above is correct*





# Service Agreement Terms and Conditions:

This is your copy of "Citizens Service Agreement" between Citizens' Telephone Cooperative, Inc., and/or Cablevision Inc., and/or Selectec, Inc. hereafter either independently or jointly referred to as "Citizens", and you as a customer of Citizens. Please keep it for your records. Allowing Citizens to install its services indicates your acceptance of these terms and accordingly they will be legally binding on you.

- I will receive installation and equipment at no charge from Citizens in return for keeping Citizens' service for the selected term.
- I understand that if I disconnect my service for any reason, I will be billed for any equipment and billed a prorated Early Term Fee to cover installation/activation that I received free of charge. Standard rates and fees apply.
- I will receive discounted pricing in a Citizens bundle by fulfilling the term of this agreement. I understand if I decline renewal, a la carte pricing will apply.
- If I choose not to enter into a contract, I understand that installation fees will apply.

This contract is non-transferable and is unavailable in conjunction with any other promotion. Offer is subject to change without notice. Customer must maintain services throughout the subscribed term. After the original term is met, discount pricing will continue until there is a change in the subscribed service.

**EQUIPMENT:** Customer acknowledges that any equipment provided by Citizens is the property of Citizens, unless Customer enters into a separate written agreement to buy it, and makes full payment of the stated price. Customer agrees not to damage or misuse Citizens equipment and to return it to Citizens when Service is terminated, in the same condition as when installed, reasonable wear and tear accepted, and in reusable condition, consistent with any requirement of law. If there is a separate written agreement for equipment purchase or lease, that agreement governs the Customer's rights with respect to such equipment. Should equipment be destroyed by customer, the customer is held accountable for the full cost of equipment.

### EQUIPMENT COST:

|                                      |          |                 |         |
|--------------------------------------|----------|-----------------|---------|
| Standard Definition (SD) Set-Top Box | \$125.00 | Remote Control  | \$10.00 |
| High Definition (HD) Set-Top Box     | \$125.00 | Modem           | \$95.00 |
| Personal Video Recorder (SD or HD)   | \$300.00 | Surge Protector | \$25.00 |
| FTTH ONT                             | \$300.00 | Battery Backup  | \$50.00 |

**NO TRANSFER:** No Service or Citizens equipment may be transferred to another person without the prior written consent of Citizens. Service may not be shared with any person not a part of Customer's immediate household or in Customer's office.

**NO WARRANTIES:** Citizens makes no warranties, express or implied, in this document, or in any related agreement or otherwise, including but not limited to any warranty regarding the merchantability, fitness for any particular purpose, design, conditions of, or quality of the material or workmanship of any service or equipment.

**LIMITATION OF LIABILITY:** To the maximum extent permitted by law, Citizens disclaims liability for any claim, loss, damage or expense of any kind or nature arising from or in any manner related to the provision of the Service procured by Customer, or to any equipment, including without limitation any liability caused directly or indirectly by: (i) the inadequacy of the Service or equipment to serve the Customer's purposes; (ii) any deficiency or defect in the Service or equipment; (iii) the use or performance of the Service or equipment; (iv) any interruption or loss of Service, except where a credit or deduction is provided for by law or regulation; and (v) any loss of business, loss of profits or revenue, or any other consequential damages of any kind, whether or not resulting from any of the foregoing. Digital telephone is not a lifeline service; therefore, operation may be interrupted due to a power outage or other natural disasters.

**CERTAIN LOSS OF SERVICE DUE TO CUSTOMER:** Any loss of Service availability caused by action or inaction by Customer, or by defect or failure of Customer's equipment, will not suspend the obligation to pay for Service, and Customer shall remain liable for all applicable charges.

**BUNDLE TERMS AND CONDITIONS:** Bundles allow increased discounts for having multiple Citizens' services. Federal, state, local taxes and utility service fees are not included in Bundle price. Bundle price includes \$1.50 discount for use of electronic billing and \$1.50 discount for auto payment from bank or credit card account. If paper invoice is requested, a \$1.50 fee applies. A \$1.50 fee also applies if auto payment is not used. Not all services and Bundles are available in all areas.

**STANDARD DIGITAL INSTALLATION:** \*Installation includes CAT 5 wiring pulled to one central location where the DSL modem is located and/or to one Set Top Box. Standard installation also includes a DSL Modem; a Standard Definition set top box, a DSL Splitter, one surge protector, one 6 port surface mount box and CAT 5 wiring and connectors. Citizens will install up to four outlets and replace as many working receivers as customer has installed by their satellite provider at no charge, up to the limits of our capacity at that location. Citizens will fish one wall at no charge up to 14 inches high from the floor (standard receptacle height). Additional set top boxes may be installed at time of initial installation or scheduled at another time at a rate of \$79.00 per outlet. Credit credentials apply.



## Service Agreement Terms and Conditions (continued):

### STANDARD INSTALLATION COST / EARLY TERMINATION FEES:

|  |   |                                  |                  |
|--|---|----------------------------------|------------------|
| Digital Video (with or without Internet) | \$199.95 per term   | Analog Video                     | \$49.95 per term |
| High-Speed Internet only**               | \$99.95 per term  | Digital Video & Internet Renewal | \$49.95 per term |
| CitiZip Fiber                            | \$399.00 Connection Fee (Aid in Construction may be added pending drop requirement) |                                  |                  |

\*\*Equipment used for Internet service may vary based on delivery method and connection with other Citizens' service (i.e. Video equipment). Additional fees may be required based upon a composite credit score of 650 and under.

**NONSTANDARD INSTALLATION:\*** Nonstandard installation includes services performed outside of Standard Installation and after initial install; fishing walls, running and pulling wire, etc. Fishing of additional walls, where possible, \$80.00 per hour plus material costs. Additional outlets may be installed after initial installation at a rate of \$79.00 per outlet.

**VALUE ADDED SERVICES:** Citizens offers Valued Added Service to enhance the use of your Citizens products:

- Unlimited Long Distance\*\* can be added to any residential landline, digital phone service, Requires 12-month commitment. Broken commitment will result in retroactive billing to non-discount price.
- Notify Plus App: Replace a Call Tree with Notify Plus only \$9.99 a month. Call, Text, Email from this convenient App. Requires Citizens landline or digital phone service.
- Citizens Medical Alert: Discounts available with bundled services. Consumers responsibility to update contact form and information as necessary.
- Home Security & Automation: 24/7 Monitored and self-monitored, and surveillance solutions available. See Citizens for details and site evaluation. DCJS #11-9804.
- Rapid Response: All customers are a priority to us and our standards are to restore everyone as soon as possible. Phone and Internet services may needed to run a business or to work from home. When there is a service outage due to inclement weather, natural disaster, or other unforeseen circumstances that deem restoration to be a priority for your business, home office, etc., you can ensure faster restoration with a Rapid Response Plan. Special first year offer is \$30 per month. (Standard monthly price \$50).
- Wire Maintenance Plan: Avoid additional charges for repairs that are not covered on leased equipment repairs. A site evaluation is required. \$2.50 per month. Replace wiring fees may apply to meet Citizens standards.

**E911 ADDRESS INFORMATION:** It is the mission of Citizens to provide you with quality service, excellent support and advanced technology. While your primary residence is listed as your E911 address in our records, Citizens strongly suggests that you contact the local E911 Office at 540-745-9359 to obtain a separate address for any barns, garages or dwellings that contain a phone line to ensure your safety. By obtaining a separate E911 address for additional phone lines located on your property, emergency services will know exactly where to respond when 911 is called in the case of an emergency. Once an E911 address is assigned, please contact Citizens at 540-745-2111 to update your account records. Citizens has the right to refuse to maintain any line that is run from the NID to a separate structure on the property other than lines installed by Citizens. Lines installed by anyone other than Citizens will be indistinguishable from the primary residence for E911 purposes.

**DELINQUENT ACCOUNT POLICY:** All accounts/services are in default if they are unpaid at 30 days after the due date. If contracts are in default or otherwise breached, then the contract penalty will be billed. If there is returnable equipment for the service it will be billed to the customer when they are disconnected. Once that equipment is returned, the Customer's bill will be credited back for that amount. Any default of contract(s), customer agreement(s), or failure to pay for services rendered shall give us the right to proceed to terminate the agreement(s), contract(s), or service(s) and to exercise all other rights and remedies as provided by law. Customer agrees that, in such event, the Customer shall be obligated to pay Citizens' reasonable collection expenses which may include but not be limited to, court costs, collection fees which are charged by our the Company at such time as the account is turned over to said collection agency, and attorney's fees of twenty-five (25) percent on any unpaid balance at such time as the account is turned over to an attorney for collection. Customer further agrees that all collection fees as mentioned herein shall not be deemed to be in the nature of a penalty for default, but instead shall be deemed to be liquidated damages. It is understood that said account will accrue interest until paid in full in accordance with the Code of Virginia and Federal Statutes. \*Additional charges are covered under the Code of Virginia, Section 6.2-311. Charges by sellers of goods or services; Section 6.2-301; Legal rate of interest; and under Federal Statutes, 15 U.S.C. 1601, et seq

**SATISFACTION GUARANTEE:** If you are not completely satisfied with your Citizens residential or business service, simply return your equipment and deactivate service within 30 days of installation and activation for a full refund. Purchases made by cash will be refunded by cash if returned within the same business day. Purchases made by check will be refunded by a refund check. Purchases made by a credit/debit card will be refunded to a credit/debit card. Credit or debit cards must be present at the time of refund. Check refunds will be sent to the original account holder within six (6) to eight (8) weeks of return.