



## SERVICE AGREEMENT TERMS AND CONDITIONS

This is your copy of "Citizens Service Agreement" between Citizens' Telephone Cooperative or one of its subsidiaries (Citizens Cablevision, Inc. and SelecTec, Inc.). The Cooperative and subsidiaries, hereinafter individually, each and/or jointly referred to as "Company", are all organized under the laws of the State of Virginia. For this application the term "Member" shall apply when purchasing services from the Cooperative and the term "Applicant" will apply otherwise. A Member/Applicant may be an individual, firm, association, corporation, or body politic as defined in Section 1(b) of the Cooperative bylaws. As a Member, capital credits will accrue on member-defined services to be paid out by the Cooperative as determined by the Board of Directors.

**DELINQUENT ACCOUNT POLICY:** All accounts/services are in default if they are unpaid by the due date. If contracts are in default or otherwise breached, then the contract penalty (Early Term Fee) will be billed. Upon disconnection of services, Company-owned equipment will be billed to the account. When the equipment is returned in working condition, credit will be applied to the customer's account.

Any default of contract(s), customer agreement(s), or failure to pay for services rendered shall give the Company 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. The Member/Applicant agrees that, in such event, the Member/Applicant shall be obligated to pay our reasonable collection expenses which may include but not be limited to, court costs, and collection fees that are charged by the Company at such time as the account is turned over to said collection agency, and attorney's fees of twenty-five (25) percent of any unpaid balance at such time as the account is turned over to an attorney for collection. The Member/Applicant further agrees that all collection fees as mentioned herein shall not be deemed to be like 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 per the Code of Virginia and Federal Statutes. The Member/Applicant can also submit cell phone numbers for collection purposes upon default of terms. \*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. The undersigned hereby applies to Citizens service per the terms and conditions of the Application set forth above.

**DISCLAIMER:** Services are not available in all areas. Actual Internet connection speed may vary due to various factors including network congestion and distance from subscribers to Citizens' facilities. Electrical surge protection is strongly recommended. Free installation and a free modem require a 12-month minimum commitment. Installation includes service to one jack location only with an up-to-date operating system on the device. Federal, state, and local taxes and service fees are not included in service pricing. Some restrictions may apply and are 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 a 12-month Agreement; \$199 with a 24-month Agreement. Aid in Construction may apply. Certain restrictions, availability, and terms may apply.**

**PRICING:** Federal, state, and local taxes and utility service fees are not included in the service price. The advertised price includes a monthly discount for the use of electronic billing and/or a discount for auto payment from a bank or credit card account. If a paper invoice is requested, a \$3.00/month fee applies. If auto payment is not used, a \$1.50/month fee will be added.

**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. The 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, with 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 concerning such equipment. Should equipment be destroyed by the customer, the customer is held accountable for the full cost of equipment. Equipment Cost:

Replace Remote Control	\$ 20.00	Surge Protector	\$ 25.00
Modem	\$ 95.00	Battery Backup	\$ 50.00
FTTH ONT	\$300.00	Plume Pod	\$ 99.00

**STANDARD INSTALLATION DESCRIPTION:** \*Internet install includes an Internet Modem and necessary wiring pulled to one central (existing) location where the Internet modem is located. For TV service: Citizens will install up to five media players during scheduled installation. There is a one-time charge for purchase of video player(s). For new construction installation: Citizens will install service to one wall outlet at no charge up to 14 inches high from the floor (standard receptacle height). Installation at existing or previously serviced address: The service will be installed at a known working outlet. Additional outlets may be installed at the time of initial installation or scheduled at another time at a rate of \$99.00 per outlet. Battery Backup for VoIP is available upon request. Fees based on composite credit score may apply.

**STANDARD INSTALL EARLY TERMINATION FEES:**

High-Speed Internet**	\$99.95 per term	CitiZip Fiber**	\$399.00 Connection Fee
Aid in Construction pending drop requirement over 500' from Citizens splice point			

\*\*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 on a composite credit score of 650 and under.

**NONSTANDARD INSTALLATION:** \*Nonstandard installation includes services performed outside of Standard Installation and after initial installation; fishing walls, running and pulling wire, etc. Fishing of additional walls, where possible, is \$80.00 per hour plus material costs. Additional outlets may be installed after initial installation at a rate of \$99.00 per outlet.

**NO TRANSFER:** No Service, Service Agreement, or Citizens equipment may be transferred to another person without the prior 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 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 (VoIP) Telephone is not a lifeline service; therefore, operation may be interrupted due to a power outage or other natural disasters. Battery Backup (8-hour standby) may be provided at the time of installation or purchased batteries for up to 24-hour standby time.

**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.

**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 be 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. The recurring standard monthly price is \$50.

**E911 ADDRESS INFORMATION:** 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, contact Citizens at 540-745-2111 or 276-637-6485 to update your account records. Citizens has the right to refuse to maintain any line that is run from the NID/ONT 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.

**SATISFACTION GUARANTEE:** If you are not completely satisfied with the quality of your Citizens residential or business service, simply return your equipment and deactivate service within 30 days of installation or activation to avoid early termination fees and to receive 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. \*Activation fees and upfront fees based on composite credit score are nonrefundable.

#### **ACKNOWLEDGMENT AND CONSENT REGARDING RECORDING & AUTOMATED COMMUNICATION SYSTEMS**

I acknowledge that upon calling Citizens, my calls may be monitored and/or recorded. I also understand that automated systems may be used to contact me via voice, text, and email based on the contact information provided to Citizens. Full disclosure of all Citizens services is available at <https://citizens.coop/terms/>.

**Terms & Conditions:** By electronically or physically signing, or verbally agreeing, I allow Citizens to install its services, accept the following terms, and acknowledge they will be legally binding:

1. I will receive installation and equipment without charge pending credit credentials from Citizens in return for keeping Citizens' service for the selected term.
2. 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.
3. I may receive discounted pricing by fulfilling the terms of this agreement. I understand if I decline renewal, a la carte pricing will apply.
4. If I choose not to enter into a contract, I understand that installation fees will apply.
5. This contract is non-transferable and is unavailable in conjunction with any other promotion. Offer is subject to change without notice. The customer must maintain service(s) throughout the subscribed term. After the original term is met, discount pricing will continue until there is a change in the subscribed service.

- I have reviewed and read the Terms and Conditions associated with this service (below) and acknowledge I can access it 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.  *Renewable every 2 years*