



BUSINESS APPLICATION FOR SERVICE

This is an application whereby you agree to purchase telecommunications and entertainment services from 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 may be an individual, firm, association, corporation, or body politic as defined in Section 1(b) of the Cooperative bylaws, and an Applicant may also be an individual, firm, association, corporation, or body politic. 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.

All accounts/services default if they are unpaid by the due date. Upon disconnection of services, Company-owned equipment will be billed to the account. When the equipment is returned in working condition, credit will be given. If the services were in a contract, Early Termination Fees will be billed when the service is disconnected.

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 the Company charges 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.

Type of service: ☐ **New Business** ☐ **Hosted Phone** **Effective Date:** _____
☐ ****Business Name Change** ☐ ***Transfer Service** ☐ **Permission to Act**

**Transfer of a phone number requires a Phone Number Release form to be signed by current account holder. **Capital Credit Form and Name Change Form required.*

Customer Information:

Applicant Name (print) _____
First Middle Last

Applicant Date of Birth _____ Applicant SSN _____

Business Name (print) _____ Federal ID _____

Member/Applicant Mailing Address _____

E911 Address of Service (if different from above) _____ County _____

Contact Phone # _____ Cell Phone # _____ Work Phone # _____

Email Address _____

Credit: Employer _____ Contact # _____

Address: _____

Account Security: Password _____ Password Hint: _____

(12 characters; a combination of letters, numbers, or symbols)

(should relate to Security Password)

Property Information: ☐ Own ☐ New Construction ☐ Multi-story

☐ Rent If renting, property owner's name: _____

Property owner's contact number: _____ Property owner's email: _____

☐ **Online E-Care Access:** ☐ Yes ☐ No View & Pay Bills Online <https://citizens.coop/myaccount/>
☐ **Enroll in AutoPay:** ☐ Accept ☐ Decline **E-Bill (Receive bill via Email):** ☐ Accept ☐ Decline

Directory Listing

☐ Published ☐ Non-List (Not printed in directory; will display on Caller ID \$1.25 monthly) ☐ Non Published (ONLY released to E911 \$1.75 monthly)

Directory Name Listing _____ **Address** _____

(Complete only if requesting something other than Customer Name (Doe, John) and Mailing Address)

**Service Agreement Terms:**

☐ 60-months ☐ 36-months ☐ 24-month ☐ 12-month ☐ _____

- The undersigned ("owner") hereby grants Citizens Telephone Cooperative (collectively with its affiliates, agents, contractors, successors, and assigns, "Citizens") permission to construct, operate, and maintain an optic communications drop or system on, over, or under the above Premises, including a temporary drop, burying fiber to the Premises, and the installation of a service termination point enclosure on the Premises. The drop and related facilities and equipment will be placed in a location as determined by Citizens in accordance with sound technical and engineering practices. The Undersigned hereby grants Citizens access to the premises of the Undersigned at all reasonable times for its purpose of installing, repairing, maintaining, or removing any service to the premises.
- When installing a drop, Citizens follows procedures set forth by Virginia 811 to help locate existing utility lines. However, private utility lines such as sprinkler systems, and buried lines to out buildings, septic systems, drain fields, underground fences, etc, are not a part of the VA 811 system and become the responsibility of Undersigned to locate. Citizens is not responsible for lines not located.
- 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 monthly service agreement. Installed 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 CitiZip Fiber and Symmetrical Internet services. CitiZip Fiber Standard Connection fee \$399. \$299 with a 12-month Agreement; \$199 with a 24-month Agreement. Aid in Construction may apply. Certain restrictions and terms may apply.**

☐ 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

Terms & Conditions: By signing, I agree to 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.

Connected Community Services:

1. Customer agrees and understands Provider may utilize the wireless component of the Router or ONT device to extend coverage of the network for internal or external use or as part of the SmartTown network on a separate network independent of the Customer's network or services, which will not impede or restrict access to Customer's subscribed services.
2. Customer agrees, acknowledges, and understands that Provider does not and is not responsible for the monitoring or protection, or firewalls for the actions of Customer or some third-party as referenced above. Provider cannot be responsible for the actions of Customer or third parties undertaking such illegal or inappropriate actions. Without shifting the ultimate responsibility for protecting the Customer Network, Provider does provide services to Customer to aid in that effort, such as Protect IQ, Experience IQ, and Command IQ. Protect IQ and Experience IQ are required to participate as a Provider customer in the SmartTown network.
3. Customer agrees that the Service is location or property-specific and that it shall not be shared with others not residing at or occupying said location/property. The Service shall only be provided to the Customer at the address where the installation is performed. Customer may not transfer Customer's rights or obligations to the Service to any successor tenant or occupant or any other address without Provider's prior written approval. Customer may not "share" the Service with other locations or properties. Customer may be allowed to participate in the SmartTown network in addition to their own network, but participation in said network does not alter or amend the restrictions on sharing of network privileges by Customer. Participation in the SmartTown network will allow a Customer to have Wi-Fi access in available locations on an independent network when away from their Service location.
4. SmartTown is a community Wi-Fi service offered by Provider in certain locations throughout its territory, where those invited to participate will have access to a high-speed wireless internet platform. That platform will be subject to content filtering. This network will utilize transmitters placed in public areas by the Provider, as well as the utilization of unused frequencies from the Customer's home router. The SmartTown network is separate and distinct from the Customer's network. Should any Customer choose to exclude their home router from the SmartTown network without penalty, they should simply contact Provider by contacting Customer Care Support by pressing 1 when dialing 540.745.2111 or 276.637.6485. Once excluded, the Customer may use the same number to reinstate said router to the SmartTown network if desired. The SmartTown network is available to those active Customers of the Provider who do not opt out. Should the Customer discontinue their primary service for any reason, SmartTown access will also be discontinued. On occasion and as a service to the community, Provider may make SmartTown available to the public in limited locations or for limited durations, which will not require those accessing said network to be Customers of Provider. In that instance, the license to access said network will be subject to these Terms and Conditions and all Policies of Provider, and said license shall be temporary and subject to cancellation at any time by Provider without notice.



- ☐ **Permission to Act (PTA) on Account:** This permission includes making changes, adding/removing services, disconnecting, making payments, receiving account balance information and answering Citizens' questions on my behalf. PTA must provide CPNI password, as set by the primary account holder, in order to make changes or inquire about the account. *Primary account holder is assuming liability of changes made by PTA. Citizens has the right to refuse individuals who are in bad debt or delinquent status; SSN is required for this reason. Certain restrictions apply which may include credit credentials of PTA.*

Permission to Act Name	Email	Contact #

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/>.

Member/Applicant Signature: _____ **Date:** _____
Signature verifies all information above is correct.

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 with respect to 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
Wireless Access Points	\$Based on Quote		

STANDARD INSTALL / EARLY TERMINATION FEES:

High-Speed Internet**	\$99.95 per term	CitiZip Business Fiber**	\$399.00 Connection Fee
Aid in Construction pending drop requirement over 500' from Citizens splice point			
Business Ethernet early term 50% of the remaining revenue for the contract.			
Hosted phones early term fee based on quote and term.			
CitiZip Business Fiber early term fee based on term			
**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 for batteries 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.

DISCOUNT TERMS AND CONDITIONS: Discounts for having multiple Citizens' services may be available. Federal, state, and local taxes and utility service fees are not included in the service price. Price includes monthly discount for use of electronic billing and/or discount for auto payment from bank or credit card account. If a paper invoice is requested, a \$3.00/month fee applies. A \$1.50/month fee also applies if auto payment is not used. Not all services and delivery methods are available in all areas.

STANDARD INSTALLATION DESCRIPTION: *Internet installation 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. For new construction installation: Citizens will fish one wall outlet at no charge up to 14 inches high from the floor (standard receptacle height). Installation at existing or previously serviced address: 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. Credit credentials apply. Battery Backup for VoIP is available upon request.

VALUE ADDED SERVICES DESCRIPTION: Citizens offers Valued Added Services to enhance the use of your Citizens products:

Unlimited Long Distance** can be added to any residential landline or digital phone service, Notify Plus App: Replace a Call Tree with Notify Plus for only \$9.99 a month. Call, Text, and Email from this convenient App. Requires Citizens landline or digital phone service. **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. Recurring standard monthly price is \$50.

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 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.

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, and 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