

This is your copy of "Citizens Service Agreement" between you and 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 account/contract is in default or otherwise breached, then the contract penalty (Early Term Fee) will be billed. Services may be temporarily or permanently disconnected by Citizens. Upon permanent disconnection of services (whether by Applicant/Member or Citizens), 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.

PRICING: Applicant/Member agrees to pay federal, state, and local taxes and utility service fees that 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

SOFTWARE & SERVICES: (1) License: if the customer requires the used of licensed software in order to use the services supplied under any service order, customer shall have personal, non-exclusive, non-transferable, and limited license to use the licensed software in object code only and solely to the extend necessary to use the applicable service during the corresponding service term. Customer may not claim title to, or an ownership interest in, any licensed software (or any derivations or improvements thereto). Customer shall execute any documentation reasonably required by Citizens including, without limitation, end-user agreements for the licensed software. Citizens and its suppliers shall retain ownership of the licensed software, and no rights are granted to the customer other than a license to use the licensed software under the terms expressly set fort in this agreement. Restrictions: Customer agrees that it shall not copy the licensed software (or any upgrades or related written materials except for emergency back-up or as permitted by the express written consent of Citizens. Customer will not reverse engineer, decompile, or disassemble the licensed software; sell, lease, license, or sublicense the licensed software; or create, write, or develop any derivative software or any other software program based on the licensed software. Updates: Customer acknowledges that the use of the services may periodically require updates/changes to licensed software in Citizens' equipment or customer-provided equipment. Citizens and software providers shall perform such updates and changes remotely or on-site at Citizens' discretion. Customer consents to such updates deemed necessary by Citizens or software provider. For information on Citizens' Privacy Policy, visit <https://citizens.coop/privacy-policy/>.

If you subscribe to any Plume Services, for more insight, you may also want to read [Plume's Terms of Service](#) and Plume's [Customer Privacy Policy](#).

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.

ACCESS TO CUSTOMER PREMISES: Applicant/Member agrees, at no cost of Citizens, shall secure and maintain all necessary rights to access the service location(s) for Citizens to install and provide services, unless Citizens has secured such access prior to this agreement. Customer shall provide an adequate environmentally controlled space and electricity as may be required for installation, operation, and maintenance of Citizens equipment used to provide services. Citizens' employees and its authorized contractors will require free ingress and egress into and out of the service locations(s) in connection with the provision of services. Upon reasonable notice, customer shall secure animals that may bite, ensure all fences/gates are unlocked/open for access, and ensure that personal property/furniture is moved at least 3 feet from the wall or install location.

STANDARD INSTALLATION DESCRIPTION: Make certain that someone 18 years of age or older is at the residence at the beginning of the scheduled Arrival Window. This person is required to be present during the entire installation process. This person must know the layout of the home, have an understanding of the location(s) of your devices and be able to make decisions about the installation that may possibly include approving drilling and cabling locations.

(1) Internet service: install includes an Internet Modem and necessary wiring pulled to one central (existing) location where the Internet modem is located. Customer should be prepared to assist the Technician by providing WiFi credentials there you provided at the time your order was placed. (store SSID/Username and Password in a safe place). (2) 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 streaming TV service, please ensure your device account for non-Citizens equipment is set up and that you have your login information to connect with the streaming service at the time of installation. (3) 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). (4) Installation at existing or previously serviced address: The service will be installed at a known working outlet. (5) Additional outlets: may be installed at the time of initial installation or scheduled at another time at a rate of \$99.00 per outlet. (6) Battery Backup for VoIP is available upon request. (7) Customer should download App(s) that compliment your service(s).

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. **View Acceptable Use Policy, visit <https://citizens.coop/acceptable-use-policy/>**

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.

SERVICE 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.** Additional fees may apply based on composite credit score of 650 and below.

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/>.

CONSENT: 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*