# **Products & Services**

**Terms & Conditions** 





Citizens Telephone Cooperative, Inc. dba Citizens Connected, hereforth stated as Citizens, is pleased to provide you, hereforth stated as Customer, with voice, data, and video services over fiber optics, hereforth stated as the Services, on the terms and conditions set forth below. Offers and stated rates are available to Citizens customers only. Taxes and other mandated service charges such as, but not limited to 911 and Universal Service Charge are additional. These charges are not included in the monthly offer price.

Please carefully read and review the terms and conditions of this agreement before using the equipment, as defined in Section 5 and 6 below, or the services. By using the equipment or the services you are becoming a party to and agree to be bound by this agreement. In addition, your use of our services are subject to the then-current Citizens Service Agreements and all license agreements in connection with the software supplied to you by Citizens.

# Section 1: The Services that we provide to our customers

- a) Citizens provides access to facilities, services, and equipment over which our customers may transmit voice, data, and other communications of their own choosing.
- b) Citizens has customer service representatives available from 8:00AM to 4:30PM, Monday, Tuesday, Thursday, and Friday and from 8:00AM to 6:30PM on Wednesday, to assist its customers with any questions or problems regarding its interstate or international toll services. A Citizens representative can be reached during these hours by dialing (715) 237-2605.

## **Section 2: Voice Service**

When you accept the Terms and Conditions, you become the main account holder for each telephone number assigned to the Citizens Voice service and all plans, features, and functionalities that are purchased initially or are added subsequently. The Terms and Conditions applies to all such telephone numbers, plans, features, and functionalities for both the main account and all sub accounts.

# **Section 3: Long Distance Service**

Citizens primarily resells to its customers toll services of larger, facilities-based carriers. Citizens endeavors to purchase these services at volume discounts, and to resell them to its customers at lower rates than they would pay if they purchased service directly from the other carriers. However, resale also means that Citizens has no control over outages and other service disruptions on the networks of the other carriers. See carrier terms and conditions.

The monthly charge for the services covers those charges associated with Citizens providing the services to customer and in no way changes or supersedes customer's relationship with the existing provider of local or long distance telephone service. Customer maintains responsibility for payment of bills for such telephone service to the appropriate carriers.

# **Section 4: Lifeline Assistance Program**

The Lifeline Program is a government program that provides a monthly discount on communications services which include broadband internet, phone (landline or wireless), or bundles to eligible low-income households.

The Lifeline discount can lower or eliminate the cost of your monthly phone or internet bills. Only one discount is available per household for internet, landline or wireless service, but not all three. Lifeline is non-transferable and only eligible consumers may enroll in the program. Other criteria established on a state level may also qualify you for Lifeline assistance. You can learn more about Lifeline by visiting www.lifelinesupport.org.

To check on eligibility requirements or to recive an application, contact our office at (715) 237-2605.

## **Section 5: Fiber-Fast Internet Service**

#### **Minimum Service Requirement**

The agreement will be activated once we receive, in our Corporate Office, at 328 W Main St, New Auburn, WI, a signed version of the agreement. By signing this agreement you are bound to the Terms & Conditions for the entire time of service. You will be required to maintain service for a minimum of one month.

#### **Activation & Equipment Charge**

- a) Retail Prices: Activation and Equipment charges are set forth in Attachment A and are subject to change as specified in Section 13. These rates are subject to periodic discounts and promotions. The actual amount charged for activation and equipment will match the current promotional rate for customer's market and type of activation.
- b) Upon placing an order for the services, the customer will be charged the activation fees toward the total activation and equipment charge set forth in Attachment A. This amount is not refundable unless Citizens or its agents, contractor, or representatives are unable to deliver the agreed services or the setup has not commenced.
- c) Any other services provided by Citizens may be billed at the agreed terms and conditions at the time of the request of service.

#### **Monthly Service Charge**

The recurring charge payable by customer for the services the customer selects.

#### **Missed Appointment Charge**

Customer may be charged a no-show charge of \$49.95 for failing to keep a scheduled appointment or for cancelling an appointment less than 24 hours in advance.

#### **Open Internet Disclosure**

Citizens directly offers broadband ISP services. Pricing for direct Internet connectivity provided to business customers is determined on an individual case basis.

#### **Performance**

Citizens offers a speed test site to any user or customer. It can be accessed at http://speedtest.airstreamcomm.net.

#### **Congestion Management**

Citizens does not implement any congestion management techniques. Citizens engineers and operates their network to accommodate the necessary traffice requirements, with ample capacity and redundancy to address peak traffic levels in the case of a partial network outage. In the event of congestion, all traffic is classified as best effort.

#### **Content, Applications, Service and Device Providers**

As a full service Internet Service Provider, Citizens delivers a full suite of Internet-based applications. These include:

- Web Hosting
- File Transfer Protocol

Citizens does not discriminate any customer traffic. We do not modify our network to make our directly served applications perform better than applications a user would access over the general Internet. For example, Citizens does not manipulate our network to perform better for customers accessing Citizens' email servers versus Citizens customers accessing Google's gmail services.

The network management practices employed by Citizens do not differ between our directly offered applications to those general applications offered over the Internet.

#### **Security Measures**

In the event of Denial of Service (DoS), Distributed Denial of Service (DDoS) attack, spoofing or other malicious traffic, Citizens will implement inbound and outbound traffic filtering and/or blocking on specific source and destination IP addresses. These actions will be performed to ensure reliability and availability of the Citizens network. These actions will not be utilized for normal Internet applications and traffic. In the case of any suspicious or malicious network activity, notification and forensic information will be made available to the appropriate law enforcement and network security resources for investigation.

## **Section 6: Fiber-TV Service provided by Celect Communications**

#### **Activation & Equipment Charge**

- a) Citizens or its agents, contractors, or representatives shall provide customer with equipment.
- b) Retail Prices: Activation and Equipment charges are set forth in Attachment A and are subject to change as specified in Section 13. These rates are subject to periodic discounts and promotions. The actual amount charged for setup and equipment will match the current promotional rate for customers market and type of setup. Upon termination, if the equipment is not returned in good condition, the customer will be liable for replacing the equipment and may incur charges.
- c) Upon placing an order for the services, the customer will be charged the activation fees toward the total activation and equipment charge set forth in Attachment A. This amount is not refundable unless Citizens or its agents, contractor, or representatives are unable to deliver the agreed services or the setup has not commenced.
- d) If a jack or additional Set Top Box installation is requested by the customer and is installed by Citizens, an additional charge will apply.
- e) Any other services provided by Citizens may be billed at the agreed terms and conditions at the time of the request of service.

#### **Pay Per View Charges**

All Pay Per View (PPV) charges will be billed in arrears. For example, a movie rented in February may appear on your March or April statement depending on the date it was rented and the date bills are ran.

#### **Monthly Service Charge**

Celect Communications & Citizens reserve the right to change the monthly rates at any time during the service period. If the change results in an increase in your monthly rate, you may cancel the service without being penalized.

Customer agrees to indemnify and hold harmless Celect Communications & Citizens, its officers, agents, and any of its members from and against any claims, damages, liabilities, loses, and expenses including actual attorney fees incurred in defense or otherwise arising from neglect or unlawful use or intentional misuse of the services, the content of the communications on or through the services or lack of availability of Celect Communications & Citizens or its facilities.

# Section 7: Charges, Bills, and Payment for Service

- a) Service is provided and billed on a monthly basis and will continue to be provided and billed until canceled by the customer or terminated by Citizens.
- b) Citizens may pass through to its customers all applicable federal, state, and local taxes or surcharges (including sales, use, excise, gross earnings, and gross income taxes), as well as surcharges to recover the Citizens contributions to applicable federal or state funds (including funds for universal service, telecommunications relay service, local number portability, and telephone number administration).
- c) Payment for all bills rendered by Citizens for its services is due on or before the due date printed on the bill. If payment is not received by Citizens on or before the due date printed on the bill, a late charge may be applied to all amounts past due.
  - d) No late charge will be assessed upon properly disputed charges (see dispute procedures in Section 8)
- e) Citizens may require a customer to make a deposit prior to or at any time after provision of service. Upon termination of service, the deposit will be credited to the customer's account and any credit balance will be refunded after all amounts due to Citizens have been paid.

## **Section 8: Obligations of Customer**

- a) The customer is responsible for the timely payment of all billed charges for services or facilities provided by Citizens to the customer, and for the payment of Citizens' reasonable attorney's fees and court costs if Citizens is forced to retain an attorney to collect any of its billed charges from the customer.
- b) The customer will not use Citizens' services in a manner that interferes unreasonably with the use of the services by one or more other customers.
- c) The customer will not use Citizens' services in an abusive, illegal, or fraudulent manner, nor alter or tamper with Citizens' connections or facilities.
- d) The customer will indemnify Citizens against any and all liability, including reasonable counsel fees, arising from any claims against the customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the customer over Citizens' facilities, services, or equipment.

## **Section 9: Resolution of Billing Disputes**

- a) If the procedures of this section are followed, the customer may withhold of payment the disputed portion of any bill pending resolution of the dispute.
- b) Within twenty (20) days of the bill date of a disputed bill, Citizens must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed to be correct and all amounts are due and owing Citizens.
- c) Citizens shall review the customer's statement, and shall issue a written initial determination within twenty (20) days after its receipt of the customer's statement to set forth Citizens proposed resolution of the dispute.
- d) If the customer is not satisfied with Citizens proposed resolution, the customer must advise Citizens in writing within ten (10) days after the customer's receipt of Citizens' initial determination of the specific reasons for the dissatisfaction, and provide any additional information which customer deems pertinent or relevant to the dispute.
- e) Within twenty (20) days after Citizens' receipt of additional information, Citizens shall make its final determination and resolution based upon all documentation or information available to Citizens.
- f) If customer continues to withhold any disputed amount determined to be owed to Citizens, the customer's account shall be deemed to be past due, and all services will be subject to termination.

# Section 10: Limitation of Citizens' Liability

- a) The liability of Citizens for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors, or other defects in the services provided shall not exceed its billed charges for the defective services.
- b) Neither Citizens nor its officers, agents, or employees will be liable for indirect, special, or consequential damages.
- c) Citizens shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control, including, but not limited to: (i) acts of God, fires, flood, or other catastrophes; (ii) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state, or local government; (iii) any national emergency, insurrection, riot, war, strike, or labor difficulty; (iv) any act or omission by any unrelated carrier or other entity affecting the facilities or equipment over which the company's services are provided; (v) any negligence by the customer or defects or failures of the customer's equipment; and (vi) any negligent acts or omissions of third parties.

# Section 11: Refusal, Termination, or Suspension of Service

a) Citizens may refuse service to a customer that fails or declines to make a deposit requested by Citizens, and may terminate service five (5) business days after written notice of termination is mailed to a customer that fails or declines to increase a deposit in response to Citizens' request.

- b) Citizens may terminate service five (5) days after a written notice of termination is mailed to a customer that has failed to make payments for current or prior bills by the required due date, including payments for late fees or any other required additional charges, or that has failed to pay disputed charges determined to be owed to Citizens via Citizens' billing dispute resolution procedures (see Section 9) for more than ten (10) days after the end of the dispute resolution proceeding.
- c) Citizens reserves the right to establish a credit limit for customers or classes of customers, and to suspend service to a customer when the customer reaches the applicable limit.
- d) Citizens may suspend or terminate service to a customer immediately if Citizens reasonably believes that the customer or entities using the customer's account or facilities are using Citizens services in a manner that: (i) interferes with the use of the services by one or more other customers; (ii) is abusive, illegal, or fraudulent; (iii) damages Citizens facilities or equipment; or (iv) places excessive capacity demands upon Citizens facilities or service.

#### **Section 12: Fixed-Location Service**

Customer acknowledges that this is a fixed-location service and may not be moved to a different location, even if the phone number remains the same, or a different phone number without payment of the new connection fees and the early cancellation charge, if applicable. If customer moves, customer shall notify Citizens that this agreement shall be terminated and the provisions of Section 19, including customers obligations under Section 19b shall apply to such termination. In all cases customer shall notify Citizens as provided in Section 20.

## **Section 13: Payment Terms**

- a) Agreement to Pay: Customer agrees to pay the monthly charges and other fees, including applicable taxes, for the equipment and services as established from time to time by Citizens. Current charges are set forth in Attachment A to this agreement and are subject to change as specified in section b below.
- b) Price Changes: Customer acknowledges and agrees that Citizens has the right to change its charges at any time subject to applicable law and upon notice to customer.
- c) Customer Charges: Customer acknowledges that customer may incur charges while using the services. For example, charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. Customer agrees that all charges, including all applicable taxes, shall be paid by customer and are not the responsibility of Citizens.

## Section 14: Use of the Services

- a) Other Agreements: Customer acknowledges and agrees that the services are for end-user use only and may not be resold, commercially or non-commercially, in whole or in part, directly or indirectly, or on a bundled or unbundled basis, in the absence of a separate re-seller agreement approved in writing by Citizens. Customer shall not use the services in the operation of any business or service which compete directly or indirectly with Citizens, which determination shall be made by Citizens in its sole discretion. Any unauthorized access by a third party, including, but not limited to e-mail, Internet access, or any other function of the service is in violation of the agreement. Customer is responsible for any misuse of the services that occur through customers account. The services are subject to the terms and conditions of Citizens' then-current subscriber Service Agreements and Citizens' then-current Acceptable Use Policy, as well as the license agreements associated with the software provided by Citizens. Citizens reserves the right to change its subscriber Service Agreements and Acceptable Use Policy at any time.
- b) No Citizens Liability for Content: Customer acknowledges that there is content available through the services which may be offensive, or which may not be in compliance with all local laws, regulations, and other rules. For example, it is possible through the use of the services to obtain access to content which is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Citizens assumes no responsibility for and exercises no control over the content contained on the Internet or otherwise available through the services. In particular and without limiting the generality of the foregoing, Citizens neither censors nor monitors the legality of any such content. All content accessed or received by customer through the services is accessed and used by customer at customer's own risk, and Citizens and its employees, agents, contractors, and representatives shall have no liability whatsoever for

any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to the access to or the receipt of such content by customer.

- c) Minors; Obscenity: Customer acknowledges and agrees that materials are available on the services which may not be suitable for minors and that Citizens is not responsible for the prevention of access to such material and resources by minors or others. Customer agrees that customer has the sole responsibility for monitoring what is available to any minors or others who have access to the Internet through your Citizens account. Customer further agrees that customer has sole responsibility for compliance with obscenity laws with respect to materials retrieved via Citizens facilities.
- d) Citizens Contents Rights: Citizens has no obligation to monitor the services content. However, customer acknowledges and agrees that Citizens has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation, or other governmental request, to operate the services properly or to protect itself or its subscribers. Citizens reserves the right to post or to remove any information or materials, in whole or in part, that in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.
- e) Use Restricted to Lawful Purposes: Customer agrees that customer will only use Citizens services for lawful purposes. Customer agrees customer will not transmit any material in violation of any US Federal, US State, or foreign law. This includes, but is not limited to: copyrighted material, material legally judged to be threatening, obscene, in violation of the Communications Decency Act or any other section of the Telecommunications Reform Act of 1996, or material protected by trade secret. Customers keyboard input or files may be monitored in the event of a real or perceived security incident. Customer agrees that Citizens may remove objectionable materials residing on Citizens' server. Such removal shall be at Citizens' sole discretion and Citizens shall be the sole judge of what constitutes objectionable material.
- f) Inappropriate Use: Customer shall not use the equipment or services to directly or indirectly disrupt, abuse, or cause degradation of service in the Citizens backbone network nodes or network services or the network nodes of other Citizens users, or resell the services or use the services for operation of an Internet service provider business or for any other inappropriate business enterprise in competition with Citizens. Engaging in one or more of these activities or violating these terms and conditions may result in termination of the services. The services are for end-user use only. Customer use of the services that is determined to be resold may result in termination of the services and/or additional fees, at Citizens' discretion.

# **Section 15: Limited Warranty**

All equipment and services are provided by Citizens as is and as available, without warranty of any kind. Citizens does not warrant uninterrupted use or operation of the equipment or services. Citizens does not warrant that any data or files sent by or to customer will be transmitted in uncorrupted form or within a reasonable period of time. All representations, warranties, endorsements, and conditions of any kind, express, or implied, including, without limitation any warranties or title or noninfringement, fitness for a particular purpose, merchantability and those arising from a course of dealing or usage of trade, are hereby excluded. Certain equipment may be subject to third party warranties which may be passed through Citizens to customer at no additional charge. Citizens will comply with all reasonable requirements necessary to affect the pass-through of the warranty to customer. As its sole option, Citizens or its agent may replace defective equipment on behalf of the manufacturer, provided customer follows all applicable procedures and obtains a Return Materials Authorization (RMA) number.

# Section 16: Specific Risks for Which Citizens Shall Have No Liability

- a) Security Breaches: The Internet is a shared resource among many customers. Because of this, there is a risk that customer could be subject to a variety of security breaches, including but not limited to eavesdropping and denial of service attacks. This means that other people may be able to access, monitor and/or alter customer's files, data, or other traffic sent or received using the services, and/or negatively affect customers ability to use the services. Any information sent by customer over the services network is sent at customers sole risk, and Citizens shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such actions by customer.
- b) FTP/HTTP Server Setup: Customer should also be aware that when using the computer to access the Internet or any other online network or service via the services, there are certain applications, such as FTP (File Transfer Protocol) server and HTTP (Hyper Text Transfer Protocol) server, which may be used to allow other

service users and Internet users to gain access to customers computer. Customer is permitted to run such applications for customer's personal use and within the limitations of Section 17 of this agreement provided, however, that customer acknowledges and agrees that if customer chooses to run such applications, customer should take the appropriate security measures and that the risk of security breaches as described in Section 14a of this agreement may be significantly increased. Citizens shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to the use of such applications by customer, including, without limitation, damages resulting from other users accessing customers computer.

# **Section 17: Limitation of Liability**

Citizens' liability to customer for direct damages shall be limited to a maximum of the fees paid by customer to Citizens for the services during the twelve (12) month period prior to the time when customer's claim for direct damages arose; provided, however, that Citizens shall have no liability whatsoever for any damage to, loss of, or destruction of any software, files, or data. In addition, Citizens will not be liable to customer or to any third party for:

a) any indirect, incidental, special, punitive, or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use of the services by customer or any other use of the equipment or services, including without limitation, any damage resulting from or arising out of customers reliance on or use of the equipment or services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure of performance of the equipment or services; and

b) any losses, claims, damages, expenses, liabilities, or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit, or other proceeding based upon a claim that the use of the equipment or services by customer or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights, or contractual rights of any third party. The foregoing limitation applies to the acts, omissions, negligence, and gross negligence of Citizens, its officers, employees, agents, contractors, or representatives, which, but for this provision, would give rise to the cause of action against Citizens in contract, tort, or any other legal doctrine. Customers sole and exclusive remedies under the agreement are as expressly set out in this agreement.

# **Section 18: Amendment of the Agreement**

Citizens may, in its sole discretion, change, modify, add, or remove portions of this agreement at any time. Citizens will update changes to this agreement online at citizens-connected.com. Customers continued use of services shall be deemed to be customers' acceptance of any modification. If customer does not agree to any modification of this agreement, then the customer can terminate this agreement in accordance with Section 19a of this agreement.

#### **Section 19: Termination**

- a) Termination Rights: Either party may terminate this agreement at any time by providing the other party with no less than twenty-four (24) hours written notice of such termination. Customer may also terminate this agreement by providing verbal notice of termination to a Citizens customer service employee contacted through Citizens' customer service number.
- b) Minimum Service Agreement: Customer agrees to maintain the services for the minimum service agreement period or pay the applicable early termination charge. Both the minimum service period and the early termination charge are included with Citizens' published rates, and are set forth in Attachment A.
- c) Customer Obligations Upon Termination: Customer agrees that upon termination of this agreement: (i) customer will pay Citizens in full for customers use of services up to the end of the billing cycle in which the services have been disconnected; (ii) customer will pay an early termination charge, if applicable; (iii) customer will return all equipment that was not directly purchased by the customer; and (iv) customer will return or destroy all copies of any software provided by Citizens pursuant to this agreement, including all back-up copies.

#### **Section 20: Contact Address**

For any inquiries or notices required in connection with agreement customer should contact Citizens at the published customer service number, or in writing to Citizens Connected, 328 W Main St, PO Box 127, New Auburn, WI 54757.

## Section 21: Governing Law

This agreement, the rights and obligations of the parties hereto, and any claims or disputes hereunder, shall be governed by and construed in accordance with the laws of the State of Wisconsin without reference to conflict of law principles. All disputes arising out of or relating to this agreement shall be submitted to the exclusive jurisdiction of the state and federal courts in Wisconsin, and each party irrevocably consents to such personal jurisdiction and waives all objections thereto. Customer may not bring any claim, suit, or proceeding more than one (1) year after the date of the cause of action.

## **Section 22: General Information**

Nothing contained in this agreement shall be construed to limit Citizens' actions or remedies in any way, and Citizens reserves at all times all rights and remedies available to it at law or in equity. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this agreement and supersedes and replaces any and all prior written or verbal agreements. In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Citizens' failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement. This agreement may not be assigned or transferred by customer. This agreement may be assigned or transferred without consent of customer.

#### **Attachment A**

Effective January 2020. Taxes and other mandated service charges such as, but not limited to 911 and Universal Service Charge are additional. These charges are not included in the monthly offer price.

#### **Section 1: Fiber-Fast Internet**

#### STANDARD SERVICE OFFERINGS

 TurboNet (50Mbps/25Mbps)
 \$74.99/mo

 XtremeNet (100Mbps/50Mbps)
 \$104.99/mo

 GigaNet (1Gbps/100Mbps)
 \$194.99/mo

#### **INCLUDED FEATURES**

SecureIT Plus (Anti-Virus)
5GB FileHopper Plus (Online Backup)
Password Genie (Password Management)
The eLiminator (Junk eMail Filter)

#### **ADDITIONAL FEATURES**

50GB FileHopper Plus	\$7.95/mo
250GB FileHopper Plus	\$16.95/mo
Additional SecureIT Plus	\$3.95/mo
Additional Email Address	\$1.00/mo
Managed WiFi	\$4.99/mo
Static IP Address	\$5.00/mo

#### **STANDARD ONE-TIME CHARGES**

Activation Fee - New	\$99.99*
Activation Fee - Reconnect	\$49.99*
Initial Charges per Occurence	\$40.00*
Additional Hourly Labor Charge	\$70.00*
Plug-In Fee	\$10.00
Dual Run to Same Jack	\$25.00
WiFi Router	\$59.99
Static IP Activation Fee	\$30.00
SecureIT Plus FreshStart Installation	\$34.95
Secure Wireless Router	\$14.95

# **Section 2: Fiber-TV provided by Celect Communications**

#### STANDARD SERVICE OFFERINGS

Local Channels	\$24.95/mo
Local & Essential Channels	\$81.90/mo
Off-Air Broadcaster's Surcharge - EAU	\$25.51/mo
Off-Air Broadcaster's Surcharge - MSP	\$23.43/mo
Broadband Fee	\$14.00/mo

#### **ADDITIONAL CHANNELS, EQUIPMENT, & FEATURES**

Entertainment	\$14.95/mo
Xtra Sports	\$9.95/mo
HBO	\$19.95/mo
Cinemax	\$15.00/mo
STARZENCORE	\$15.00/mo

\$15.00/mo
\$15.95/mo
starting at \$2.99
\$9.95/mo
\$9.95/mo
\$14.95/mo
\$4.95/mo
\$1.95/mo

## **STANDARD ONE-TIME CHARGES**

Activation Fee - New	\$99.99*
Activation Fee - Reconnect	\$49.99*
Initial Charges per Occurence	\$40.00*
Additional Hourly Labor Charge	\$70.00*
Plug-In Fee	\$10.00
Dual Run to Same Jack	\$25.00

# **Section 3: Voice**

## **STANDARD SERVICE OFFERINGS**

Unlimited Local Calling - Single Line	\$24.50/mo
Unlimited Local Calling - Multiple Lines	\$27.20/mo
Extended Community Calling	\$0.05/minute
Long Distance Calling	\$0.15/minute
Unlimited Long Distance Calling - Residential	\$25.00/mo
100 Minutes Long Distance Calling - Residential	\$7.95/mo

## **ADDITIONAL FEATURES**

Basic VoiceMail	\$4.00/mo
Basic Plus VoiceMail	\$4.50/mo
Family VoiceMail	\$6.00/mo
Business VoiceMail	\$6.00/mo
Terminating Call Manager	\$2.00/mo
Caller ID Number Only	\$2.00/mo
Caller ID Name & Number	\$4.00/mo
Call Waiting	\$0.50/mo
Call Forwarding	\$0.50/mo
Call Forward - No Answer	\$0.50/mo
Call Forward - Busy	\$0.50/mo
Call Forward - Remote Access	\$0.50/mo
Three Way Calling	\$0.50/mo
Automatic Callback	\$1.50/mo
Automatic Recall	\$1.50/mo
Anonymous Call Rejection	\$2.50/mo
Selective Call Rejection	\$2.50/mo
Selective Call Acceptance	\$2.50/mo
Selective Distinctive Ring	\$2.50/mo
Selective Call Forwarding	\$2.50/mo
Short Speed Call - 8	\$0.75/mo
Teen Service	\$5.00/mo
Warm Line	\$0.50/mo
Toll Blocking On/Off	\$4.00/mo
Originating Call Manager	\$4.00/mo
Conference Calling - 5 Seats	\$29.99/mo
Conference Calling - 10 Seats	\$39.99/mo
Conference Calling - 15 Seats	\$49.99/mo

Number Referral	\$5.00/mo
Directory Assistance	\$1.00/mo
Per Line Blocking	
International Toll Block	

#### **STANDARD ONE-TIME CHARGES**

Activation Fee - New	\$52.00*
Activation Fee - Reconnect	\$20.00*
Initial Charges per Occurence	\$40.00*
Additional Hourly Labor Charge	\$70.00*
Plug-In Fee	\$10.00
Dual Run to Same Jack	\$25.00
8 Hour Battery Backup	Included
16 Hour Battery Backup & Cable	\$39.99
24 Hour Battery Backup	\$64.98
Replacement Battery	\$24.99
Replacement Cable	\$14.99

# **Section 4: Double Play - Internet & Voice**

# a) Fiber-Fast Internet

#### **STANDARD SERVICE OFFERINGS**

SuperNet (25Mbps/5Mbps)	\$39.99/mo
TurboNet (50Mbps/25Mbps)	\$49.99/mo
XtremeNet (100Mbps/50Mbps)	\$79.99/mo
GigaNet (1Gbps/10Mbps)	\$169.99/mo

#### **INCLUDED FEATURES**

SecureIT Plus (Anti-Virus) 5GB FileHopper Plus (Online Backup) Password Genie (Password Management) The eLiminator (Junk eMail Filter)

#### **ADDITIONAL FEATURES**

50GB FileHopper Plus	\$7.95/mo
250GB FileHopper Plus	\$16.95/mc
Additional SecureIT Plus	\$3.95/mo
Additional Email Address	\$1.00/mo
Managed WiFi	\$4.99/mo
Static IP Address	\$5.00/mo

# b) Voice

#### STANDARD SERVICE OFFERINGS

Unlimited Local Calling - Single Line	\$29.99/mo
Unlimited Local Calling - Multiple Lines	\$32.99/mo
Extended Community Calling	\$0.05/minute
Long Distance Calling	\$0.15/minute
Unlimited Long Distance Calling - Residential	\$25.00/mo

#### **INCLUDED FEATURES**

Caller ID Name & Number

Call Waiting

Call Waiting Caller ID

VoiceMail

Three Way Calling

**Call Rejection** 

**Call Forwarding** 

**Speed Calling** 

Anonymous Call Rejection

Automatic Callback

**Automatic Recall** 

#### **ADDITIONAL FEATURES**

Basic Plus VoiceMail	\$4.50/mo
Family VoiceMail	\$6.00/mo
Business VoiceMail	\$6.00/mo
Terminating Call Manager	\$2.00/mo
Selective Call Rejection	\$2.50/mo
Selective Call Acceptance	\$2.50/mo
Selective Distinctive Ring	\$2.50/mo
Selective Call Forwarding	\$2.50/mo
Teen Service	\$5.00/mo
Warm Line	\$0.50/mo
Toll Blocking On/Off	\$4.00/mo
Originating Call Manager	\$4.00/mo
Conference Calling - 5 Seats	\$29.99/mo
Conference Calling - 10 Seats	\$39.99/mo
Conference Calling - 15 Seats	\$49.99/mo
Number Referral	\$5.00/mo
Directory Assistance	\$1.00/mo
Call Forward - No Answer	\$0.50/mo
Call Forward - Busy	\$0.50/mo
Call Forward - Remote Access	\$0.50/mo
Per Line Blocking	
International Toll Block	

# Section 5: Double Play - Video & Voice

# a) Fiber-TV

#### STANDARD SERVICE OFFERINGS

Local & Essential Channels	\$73.99/mo
Off-Air Broadcaster's Surcharge - EAU	\$25.51/mo
Off-Air Broadcaster's Surcharge - MSP	\$23.43/mo
Broadband Fee	\$14.00/mo

## **ADDITIONAL CHANNELS, EQUIPMENT, & FEATURES**

Entertainment	\$14.95/mo
Xtra Sports	\$9.95/mo
НВО	\$19.95/mo
Cinemax	\$15.00/mo
STARZENCORE	\$15.00/mo
Showtime	\$15.00/mo

Playboy Access \$15.95/mo PPV & Video On Demand Access starting at \$2.99

HD Set Top Box \$6.99/mo
Whole-Home Cloud DVR - 500 GB \$9.99/mo
Whole-Home Cloud DVR - 2 TB \$14.99/mo
ManageMyTVApp \$1.95/mo

#### b) Voice

#### STANDARD SERVICE OFFERINGS

Unlimited Local Calling - Single Line \$29.99/mo
Unlimited Local Calling - Multiple Lines \$32.99/mo
Extended Community Calling \$0.05/minute
Long Distance Calling \$0.15/minute
Unlimited Long Distance Calling - Residential \$25.00/mo

#### **INCLUDED FEATURES**

Caller ID Name & Number

**Call Waiting** 

Call Waiting Caller ID

VoiceMail

**Three Way Calling** 

Call Rejection

**Call Forwarding** 

**Speed Calling** 

**Anonymous Call Rejection** 

Automatic Callback Automatic Recall

#### **ADDITIONAL FEATURES**

\$4.50/mo Basic Plus VoiceMail \$6.00/mo Family VoiceMail **Business VoiceMail** \$6.00/mo Terminating Call Manager \$2.00/mo Selective Call Rejection \$2.50/mo Selective Call Acceptance \$2.50/mo Selective Distinctive Ring \$2.50/mo Selective Call Forwarding \$2.50/mo Teen Service \$5.00/mo Warm Line \$0.50/mo Toll Blocking On/Off \$4.00/mo Originating Call Manager \$4.00/mo Conference Calling - 5 Seats \$29.99/mo Conference Calling - 10 Seats \$39.99/mo Conference Calling - 15 Seats \$49.99/mo **Number Referral** \$5.00/mo **Directory Assistance** \$1.00/mo Call Forward - No Answer \$0.50/mo Call Forward - Busy \$0.50/mo Call Forward - Remote Access \$0.50/mo Per Line Blocking International Toll Block

#### **STANDARD ONE-TIME CHARGES**

Activation Fee - New \$52.00\* Activation Fee - Reconnect \$20.00\*

Activation Fee	\$29.99*
Initial Charges per Occurence	\$40.00*
Additional Hourly Labor Charge	\$70.00*
Plug-In Fee	\$10.00
Dual Run to Same Jack	\$25.00
8 Hour Battery Backup	Included
16 Hour Battery Backup & Cable	\$39.99
24 Hour Battery Backup	\$64.98
Replacement Battery	\$24.99
Replacement Cable	\$14.99
WiFi Router	\$59.99
Static IP Activation Fee	\$30.00
MoCA Adapter	\$40.00
SecureIT Plus FreshStart Installation	\$34.95
Secure Wireless Router	\$14.95

# **Section 6: Double Play - Internet & Video**

# a) Fiber-Fast Internet

#### **STANDARD SERVICE OFFERINGS**

 TurboNet (50Mbps/25Mbps)
 \$59.99/mo

 XtremeNet (100Mbps/50Mbps)
 \$89.99/mo

 GigaNet (1Gbps/10Mbps)
 \$179.99/mo

#### **INCLUDED FEATURES**

SecureIT Plus (Anti-Virus)

5GB FileHopper Plus (Online Backup)

Password Genie (Password Management)

The eLiminator (Junk eMail Filter)

#### **ADDITIONAL FEATURES**

50GB FileHopper Plus	\$7.95/mo
250GB FileHopper Plus	\$16.95/mo
Additional SecureIT Plus	\$3.95/mo
Additional Email Address	\$1.00/mo
Managed WiFi	\$4.99/mo
Static IP Address	\$5.00/mo

## b) Fiber-TV

#### STANDARD SERVICE OFFERINGS

Local & Essential Channels	\$73.99/mo
Off-Air Broadcaster's Surcharge - EAU	\$25.51/mo
Off-Air Broadcaster's Surcharge - MSP	\$23.43/mo
Broadband Fee	\$14.00/mo

## **ADDITIONAL CHANNELS, EQUIPMENT, & FEATURES**

Entertainment	\$14.95/mo
Xtra Sports	\$9.95/mo
НВО	\$19.95/mo
Cinemax	\$15.00/mo
STARZENCORE	\$15.00/mo
Showtime	\$15.00/mo

Playboy Access \$15.95/mo
PPV & Video On Demand Access starting at \$2.99

HD Set Top Box \$6.99/mo
Whole-Home Cloud DVR - 500 GB \$9.99/mo
Whole-Home Cloud DVR - 2 TB \$14.99/mo
ManageMyTVApp \$1.95/mo

# **Section 7: Triple Play**

### a) Fiber-Fast Internet

#### STANDARD SERVICE OFFERINGS

 SuperNet (25Mbps/5Mbps)
 \$29.99/mo

 TurboNet (50Mbps/25Mbps)
 \$39.99/mo

 XtremeNet (100Mbps/5Mbps)
 \$69.99/mo

 GigaNet (1Gbps/50Mbps)
 \$159.99/mo

#### **INCLUDED FEATURES**

SecureIT Plus (Anti-Virus)
5GB FileHopper Plus (Online Backup)
Password Genie (Password Management)
The eLiminator (Junk eMail Filter)

#### **ADDITIONAL FEATURES**

50GB FileHopper Plus	\$6.95/mo
250GB FileHopper Plus	\$15.95/mo
Additional SecureIT Plus	\$3.95/mo
Additional Email Address	\$1.00/mo
Managed WiFi	\$4.99/mo
Static IP Address	\$5.00/mo

## b) Fiber-TV

#### STANDARD SERVICE OFFERINGS

Local & Essential Channels \$73.99/mo Off-Air Broadcaster's Surcharge - EAU \$25.51/mo Off-Air Broadcaster's Surcharge - MSP \$23.43/mo

#### **ADDITIONAL CHANNELS, EQUIPMENT, & FEATURES**

Entertainment	\$14.95/mo
Xtra Sports	\$9.95/mo
НВО	\$19.95/mo
Cinemax	\$15.00/mo
STARZENCORE	\$15.00/mo
Showtime	\$15.00/mo
Playboy Access	\$15.95/mo
PPV & Video On Demand Access	starting at \$2.99
HD Set Top Box	\$6.99/mo
Whole-Home Cloud DVR - 500 GB	\$9.99/mo

Whole-Home Cloud DVR - 500 GB \$9.99/mo
Whole-Home Cloud DVR - 2 TB \$14.99/mo
ManageMyTVApp \$1.95/mo

# c) Voice

#### **STANDARD SERVICE OFFERINGS**

Unlimited Local Calling - Single Line \$24.50/mo
Unlimited Local Calling - Multiple Lines \$27.20/mo
Extended Community Calling \$0.05/minute
Long Distance Calling \$0.15/minute
Unlimited Long Distance Calling - Residential \$25.00/mo

#### **ADDITIONAL FEATURES**

ONAL FEATURES	
Basic VoiceMail	\$4.00/mo
Basic Plus VoiceMail	\$4.50/mo
Family VoiceMail	\$6.00/mo
Business VoiceMail	\$6.00/mo
Terminating Call Manager	\$2.00/mo
Caller ID Number Only	\$2.00/mo
Caller ID Name & Number	\$4.00/mo
Call Waiting	\$0.50/mo
Call Forwarding	\$0.50/mo
Call Forward - No Answer	\$0.50/mo
Call Forward - Busy	\$0.50/mo
Call Forward - Remote Access	\$0.50/mo
Three Way Calling	\$0.50/mo
Automatic Callback	\$1.50/mo
Automatic Recall	\$1.50/mo
Anonymous Call Rejection	\$2.50/mo
Selective Call Rejection	\$2.50/mo
Selective Call Acceptance	\$2.50/mo
Selective Distinctive Ring	\$2.50/mo
Selective Call Forwarding	\$2.50/mo
Short Speed Call - 8	\$0.75/mo
Teen Service	\$5.00/mo
Warm Line	\$0.50/mo
Toll Blocking On/Off	\$4.00/mo
Originating Call Manager	\$4.00/mo
Conference Calling - 5 Seats	\$29.99/mo
Conference Calling - 10 Seats	\$39.99/mo
Conference Calling - 15 Seats	\$49.99/mo
Number Referral	\$5.00/mo
Directory Assistance	\$1.00/mo
Per Line Blocking	
International Toll Block	

#### **STANDARD ONE-TIME CHARGES**

Activation Fee - New	\$52.00*
Activation Fee - Reconnect	\$20.00*
Initial Charges per Occurence	\$40.00*
Additional Hourly Labor Charge	\$70.00*
Plug-In Fee	\$10.00
Dual Run to Same Jack	\$25.00
8 Hour Battery Backup	Included
16 Hour Battery Backup & Cable	\$39.99
24 Hour Battery Backup	\$64.98
Replacement Battery	\$24.99
Replacement Cable	\$14.99

## **Additional Charges**

\$8.00
\$5.00
\$4.00
\$10.50
\$5.00
\$12.75
\$30.00
\$4.00
\$12.00
\$35.00
\$35.00
\$15.00/mo
\$15.00/mo
\$20.00/mo
Half Rate/mo
\$3.50/mo

#### \* FEE DEFINITIONS

#### Activation Fee of \$99.99 or \$49.99 for Internet or Video Services includes:

- Processing Fee
- Professional installation of ONT and UPS
- Products & Services Overview Training

#### **Activation Fee of \$52.00 for Voice Services includes:**

- Processing Fee
- Professional installation of ONT and UPS
- Products & Services Overview Training

#### **Activation Fee of \$20.00 for Voice Services includes:**

- Processing Fee
- Reconnection of ONT and UPS
- Products & Services Overview Training

#### **Activation Fee of \$29.99 for Double or Triple Play includes:**

- Processing Fee
- Professional Installation of ONT and UPS
- Products & Services Overview Training

#### Initial Charge of \$40.00 per Occurence may apply for each of the following:

- Running new wiring
- Testing old wiring
- Installing new jack
- Repairing old jack
- Plugging in devices

Any additional services performed will be billed on a time and materials basis. Additional labor will be billed at \$70.00 per hour in 15 minute increments.

If Fiber Optic facilities are not available at your address, you may have to assume the full or partial cost of construction.