



P.O. Box 196, Waverly, VA 23890

**Application for Residential Internet/Phone Service**

For Internet Service at: \_\_\_\_\_  
Applications for Internet/Phone service must be in the same name(s) as member's electric service (where applicable).

**Applicant Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(If different from Service Address)

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

Phone: \_\_\_\_\_ Last 4 digits of SSN: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Work Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**Joint Applicant Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(If different from Service Address)

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

Phone: \_\_\_\_\_ Last 4 digits of SSN: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Work Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

If renting this property, please provide owner's information below:

Owner Name: \_\_\_\_\_ Owner Phone: \_\_\_\_\_

Owner Address: \_\_\_\_\_

The undersigned Applicant/Joint Applicant hereby apply for Internet Services (and Phone Services if enrolled) by RURALBAND and agree to be bound by the attached Internet/Phone Service Terms and Conditions and the following provisions:  
1. Initial \$75.00 non-refundable processing fee and \$100.00 installation fee will be paid to RURALBAND upon first billing cycle after connection.  
2. Upon approval of Application for Internet/Phone Service by RURALBAND, Applicant/Joint Applicant agree to take speed of Internet/Phone Service as indicated on tiered Internet Service Plan document for the term of one calendar year from service initiation date, at the corresponding monthly rate. A Wi-Fi router will be furnished by RURALBAND. Applicable state and local taxes, and additional installation fees may apply. Router shall remain the property of RURALBAND. Upon termination of service, the router can only be removed by an authorized RURALBAND representative. Early termination fees will be billed the monthly service rate for the remaining number of months left in the contract. Early termination fees will not exceed the remainder of the term of service multiplied by the level of service selected in this application. Unauthorized removal of or damage to the router may result in a charge up to \$250.00.  
3. Applicant/Joint Applicant agree to be bound to RURALBAND Internet/Phone Application Terms and Conditions, and such rules and regulations as may be adopted from time to time by RURALBAND.  
4. Applicant/Joint Applicant hereby authorize RURALBAND to obtain reports of Applicant's/Joint Applicant's record with any credit reporting agencies or other organizations extending credit to Applicant/Joint Applicant for verification of any data requested of Applicant/Joint Applicant to be used by RURALBAND for any purposes required for carrying out the terms of this agreement.  
5. By providing telephone numbers on this application, Applicant gives RURALBAND express consent to contact Applicant on such numbers for RURALBAND informational and business purposes. This consent may be revoked by the Applicant at any time by contacting the RURALBAND.



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## Internet/Phone Service Application Terms and Conditions

Applicant/Joint Applicant agree to be bound by Internet/Phone Service Application and Terms and Conditions of RURALBAND ("Company") as follows:

1. CURRENT MINIMUM PAYMENT TERMS UPON APPROVAL OF APPLICATION FOR INTERNET/PHONE SERVICE BY RURALBAND. Applicant/Joint Applicant agree to pay for all services provided by RURALBAND, including, but not limited to, charges for installation, equipment, services, and all applicable local, state or federal fees, taxes and surcharges. The term for service begins upon installation of service and connection OR change in data speed package to Applicant's/Joint Applicant's device(s). Monthly billing for Internet/Phone Service will be in advance of receiving service. Charges for service billed are due no later than the last business day of each month. Any unpaid balance as of the 1<sup>st</sup> day of the following month may result in disconnection of service. There will be a \$10.00 service reinstatement fee for reconnection due to service interruption for nonpayment. Any unpaid balance will be assessed a monthly 1.5% late fee. Accounts disconnected for nonpayment will be reconnected the following business day after the unpaid balance is paid.
2. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. The Internet/Phone Service applied for shall be furnished at the address of installation ONLY. Applicant's/Joint Applicant's rights and obligations to the Internet/Phone Service are NOT ASSIGNABLE.
3. ACCESS ON PREMISES. Applicant/Joint Applicant grants RURALBAND, without charge, an easement to, over, under and across property to construct, install, maintain, connect, reconnect, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure, including, but not limited to, poles, wires, anchors, guys, cross arms, fiber optic cables, above ground pedestals and other necessary appurtenances. The easement hereby granted to RURALBAND shall include the right to attach wiring and equipment to structures. Upon installation of Internet/Phone Service by RURALBAND, RURALBAND shall have the right of access to enter upon Applicant's/Joint Applicant's premises at all reasonable times for the purpose of maintaining, testing, removing its wiring, equipment and other property. In the event such access is at any time denied to RURALBAND, its agents, representatives or employees, RURALBAND shall have the right to discontinue Internet/Phone Service to the premises without notice.
4. WARRANTY DISCLAIMER: LIMITATION OF LIABILITY. RURALBAND INTERNET/PHONE SERVICE IS PROVIDED UNDER THE TERMS OF THIS APPLICATION ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. RURALBAND AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RURALBAND AND ITS SUPPLIERS DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON RURALBAND'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF RURALBAND AND ITS SUPPLIERS. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY PERTAINING TO ANY SERVICES OR EQUIPMENT SOLD BY RURALBAND HEREUNDER, AND RURALBAND AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES WITH RESPECT THERETO. THIRD PARTY PRODUCED ITEMS ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL RURALBAND AND ITS SUPPLIERS (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. RURALBAND'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE LIMITED TO A MAXIMUM OF A TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO RURALBAND IN THE MOST RECENT THREE MONTH PERIOD HEREUNDER. THE PROVISIONS OF THIS SECTION CONSTITUTE AN ALLOCATION OF RISK BETWEEN THE PARTIES AND THE PRICE CHARGED CUSTOMER IS BASED ON SUCH ALLOCATION OF RISK. THE TERMS OF THIS SECTION SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.
5. APPLICANT/JOINT APPLICANT INDEMNIFICATION. Applicant/Joint Applicant shall be responsible for and shall defend, indemnify, and hold harmless RURALBAND and its employees, affiliates, suppliers, agents and contractors, and shall reimburse RURALBAND for any damages, losses, or expenses, including, without limitation, reasonable attorney's fees and costs incurred by RURALBAND, in connection with any claims, suits, judgments and causes of action arising out of (i) Applicant's/Joint Applicant's use of Internet Service and equipment; (ii) violation or infringement of contractual rights, privacy, confidentiality, copy-right, patent, trademark, trade secret or other intellectual property and proprietary rights arising from use of the Internet Service or any unauthorized apparatus system; and (iii) Applicant's/Joint Applicant's breach of any provision of this application. Please be aware that terms and conditions are subject to change.
6. SERVICE INTERRUPTIONS. RURALBAND assumes no liability for interruption of Internet/Phone Service or alterations in programming due to circumstances beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. RURALBAND assumes no liability for any substitution, discontinuation or modification of any programming. RURALBAND will restore Internet/Phone Service within a reasonable time after a reported Internet/Phone Service interruption.
7. APPLICANT/JOINT APPLICANT WIRING CERTIFICATION. Prior to RURALBAND installing and providing Internet/Phone Service, Applicant/Joint Applicant certify that the wiring of the premises to which RURALBAND will provide Internet/Phone Service has been installed according to all federal, state and local regulations.
8. POWER REQUIREMENTS. The Applicant/Joint Applicant understands and acknowledge that the furnished fiber optic Internet Service requires electricity at the Applicant's/Joint Applicant's Internet Service location, and if an electrical service outage occurs, the fiber optic Internet Service, which could include telephone service, will not function during the outage period.



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- 9. APPLICANT/JOINT APPLICANT WARRANTIES. By signing this application for Internet/Phone Service, including, but not limited to, high speed data, video or phone (individually and collectively "services") delivered by RURALBAND, we acknowledge that we are at least 18 years of age and legally competent and authorized to agree to these terms and conditions of service.
- 10. CUSTOMER RESPONSIBILITIES. In addition to all other Customer responsibilities as set forth in the Agreement, Customer shall be responsible for providing the following: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Service and the RURALBAND network; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or an analog terminal adapters.
- 11. DISPUTES. Any dispute regarding Services must be submitted in a timely manner. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. RURALBAND and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Customer, RURALBAND shall issue a credit on Customer's subsequent invoice for the disputed amount. If RURALBAND initiates legal proceedings to collect any amount due hereunder and RURALBAND substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by RURALBAND in prosecuting such proceedings and any appeals therefrom. In the event Customer fails to pay any invoice when due, or provide RURALBAND with a notice of dispute, RURALBAND shall notify Customer regarding its failure to pay such invoice. If after RURALBAND has provided such notice, Customer continues to fail to pay such invoice(s) after such notice, RURALBAND may, in addition to any other rights and remedies available to RURALBAND, suspend service under this Agreement until all outstanding invoice(s) are paid in full. In addition, in such case RURALBAND may elect to terminate this Agreement, and shall be entitled to seek and exercise such rights and remedies that may other wise be permitted hereunder or at law or in equity.
- 12. UNAUTHORIZED USE OF SERVICES. RURALBAND shall have the right (but not the obligation) to take protective action against Customer in order to protect RURALBAND's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in RURALBAND's reasonable discretion. The Service does not support and RURALBAND will not accept 976/900 and such other call types in which charges are placed on an end-users bill and RURALBAND might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited with RURALBAND's written consent. See the Acceptable Use Policy at <https://ruralband.coop/>. By using these Services, you agree to be bound by the terms of this Policy.
- 13. CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI) Under federal law, Customer has the right, and RURALBAND has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with RURALBAND, Inc. and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify RURALBAND in writing at 7103 General Mahone Highway PO BOX 196, Waverly, VA 23890 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Service.
- 14. CONSENT TO USE ELECTRONIC SIGNATURES AND RECORDS For your convenience, RURALBAND provides access to its Service online. This may require you to enter into agreements or receive notices electronically. As a result, you acknowledge and agree that by clicking "I Agree" or "I Accept", you agree to conduct electronically without limitation the particular transaction into which you entered including entering into this Agreement;
  - a. You have read and understand the electronic copy of electronic contracts, notices and records, without limitation including this Agreement, and any policies and any amendments;
  - b. You agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter;
  - c. You are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and,
  - d. You agree to receive electronically information about the Service and other electronic records into which you thereby enter including, without limitation, this Agreement.
- 15. PGEC will charge for service appointments when the source of your service problem is not RURALBAND-owned facilities or equipment provided to you by PGEC Enterprises. The member may be assessed a \$65.00 per hour charge if the technician conducting the visit determines applicable charges are appropriate based on the technical findings. RURALBAND will try to resolve member concerns primarily with phone technical support prior to any scheduled visits to minimize the costs to our members.

\*Terms and conditions are subject to change.

Please choose your monthly Internet/Phone Service Package by checking the box below.

- INTERNET**     Up to 25 Mbps - Entry - \$49/month     Up to 100 Mbps - Basic - \$74/month     Up to 1 Gbps - Professional - \$99/month
- PHONE**     No Phone Service     Add Phone Service to any Internet Package above-\$11/month per line     Phone Only-\$38/month

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Joint Applicant



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### Release of Liability for Damage

For Internet/Phone Service at: \_\_\_\_\_

#### Owner Information

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

RURALBAND strives to plan, construct, and complete all construction projects without damage to its customer's property. However, it is inherent in the construction process that conditions and unknown circumstances may result in some unintended damages. Property damage may also result from soil conditions, weather conditions and site conditions caused by others. It will be the property owner's responsibility to repair any damages that may occur during the construction or maintenance of Internet/Phone services. The property owner releases from liability and holds harmless RURALBAND and/or any designated third-party contractors, from any responsibility whatsoever, for property damage in the course of construction or installation of Internet/Phone services. This does not release RURALBAND from responsibility for acts of negligence.

- *Responsibilities of the property owner:*
  - ✓ **Must mark outer boundaries of a septic tank and a drain field which would be within 50 feet of the area RURALBAND must construct facilities or mobilize equipment.**
  - ✓ Must expose any private underground facilities which are within 4 feet of the route planned for the installation of underground cable/fiber or any other equipment.
  - ✓ Must fill settled trenches or make any other repairs necessary in the area where RURALBAND constructed facilities to make it safe; for example: fill trenches to prevent a stumbling hazard.
  
- *Damages may include but are not limited to:*
  - ✓ Property or premises while
    - Constructing overhead or underground Internet/Phone services
    - Penetrating of structures for the routing of Internet/Phone cable
  - ✓ Landscape
    - Settling of earth in trenches and around poles
    - Ruts from the movements of heavy utility vehicles
    - Erosion due to disturbed earth
  - ✓ Driveways/Sidewalks
    - Cracking of asphalt or concrete due to equipment movements
    - Rutting of dirt or gravel driveways due to equipment movements
  - ✓ Private buried facilities
    - Septic systems
    - Underground lines of any kind: well, drain, electric, irrigation
  - ✓ Personal injury that may occur as a result of soil or other conditions in the area where there was construction or maintenance of underground or overhead Internet/Phone services by RURALBAND.

Signature: \_\_\_\_\_  
Property Owner

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



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**Landlord Release and Continuance for Internet/Phone Services**

For Internet/Phone Service at: \_\_\_\_\_

**Owner Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Owner acknowledges legal ownership of the premises having the street address above for which Internet/Phone Service to be provided by RURALBAND. For the purpose of allowing RURALBAND to provide such Internet Service at the foregoing address and for the purpose of granting the easements for access to the premises for installation, including the right to attach wiring and equipment to structures, maintenance and removal of Internet/Phone Service, Owner, executes this Landlord Release and Continuance for Internet/Phone Services.

This agreement shall remain in effect and shall not be required as part of future tenant applications for Internet/Phone Services provided by RURALBAND.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Property Owner



**The Standard Letter of Agency Document**

A Letter of Agency (LOA) must be completed by the end-user and supplied to RURALBAND upon request. The LOA must contain the name and current service address of the end-user and the numbers that will be ported to RURALBAND the end-user's current carrier. The LOA used must comply with FCC regulations and must be dated and signed by the end-user or a person who has the authority to act as a legal agent.

**Dear Member,**

Thank you for choosing RURALBAND, as your network carrier. As you are aware, you may continue to use your existing telephone number with RURALBAND. In order to transition your current telephone number to the RURALBAND network, RURALBAND must work with your previous service provider to ensure that your service is uninterrupted, and where applicable, to ensure that your number is transferred.

Your current provider requires this letter as proof that you have explicitly authorized and requested that your service and current telephone number be transferred to another provider. By filling in all the information requested below and signing and dating this letter, you provide us with the authorization to initiate the process of transferring your service and telephone number to RURALBAND. You will then be able to use your old number with the RURALBAND network.

Please ensure the following information is completed accurately to prevent possible delays.

End-User Name (Business or Residential): \_\_\_\_\_

Person authorized to make this request if a business: \_\_\_\_\_

Service Street Address: \_\_\_\_\_ Suite or Apartment No: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Current Service Provider: \_\_\_\_\_ Account # \_\_\_\_\_ Pin \_\_\_\_\_

*\*Note that all Telephone Numbers listed below must be associated with this Name.*

<u>Beginning Range TN</u>	<u>End Range TN</u>	<u>Billing (main acct) TN for porting TNs</u>
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____

PLEASE DO NOT PLACE ANY NEW SERVICE ORDERS OR DISCONNECTS WITH YOUR CURRENT SERVICE PROVIDER ON THIS ACCOUNT, AS THIS WILL CAUSE A DELAY IN PORTING YOUR NUMBERS. PORTING PHONE NUMBERS REQUIRES TEN (10) BUSINESS DAYS FROM THE INSTALLATION OF SERVICE.

If you wish to select RURALBAND as your new service provider for the telephone number listed on this form, you will need to sign your initials on the TWO (2) lines below, as applicable:

- I select \_\_\_\_\_ (initials) RURALBAND as the network carrier for all **local calls** for this number.
- I select \_\_\_\_\_ (initials) RURALBAND as the network carrier for all **intrastate toll calls** for this number.

If you want to receive service on the RURALBAND network, you will need to select RURALBAND in BOTH (2) spaces above. You may not have more than one carrier for each TYPE of service above.

By signing below, I designate RURALBAND to transfer my service from my current provider to RURALBAND. By signing below, I also authorize RURALBAND to transfer my current telephone number used to provide service so that RURALBAND may provide its network service to me. By signing below, I also authorize RURALBAND to obtain billing information, customer service records, and other information required to provide me with service on the RURALBAND network. I understand that I may consult with RURALBAND as to whether a fee will apply to the change.

Printed End-User Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## 911 DISCLAIMER

**PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF RURALBAND 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS.**

- **911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE 911 SERVICE WITH YOUR CURRENT LOCATION**
- **911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE**
- **911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY RURALBAND**
- **YOU INDEMNIFY RURALBAND FOR ANY FAILURE IN THE 911 SERVICE**

Most of RURALBAND customers in the U.S., including Alaska and Hawaii, have access to basic 911 or Enhanced 911 (E911) service. Enhanced 911 (E911) service is available for all U.S. customers who register a valid E911 service address.

With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. RURALBAND will not inform you that new local emergency centers have been added. If your address is not covered by E911 service, RURALBAND advises you to attempt to register your address periodically to determine if a new local emergency center has been added to your area.

Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.

### **Notify All Users**

Customer's are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 SERVICE of the important differences in and limitations of 911 SERVICE as compared with traditional 911 land line or cell phone service.

The documentation that accompanies each piece of equipment you may purchase or lease will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). If you don't purchase or lease equipment from us, we will send you one or more 911 Stickers. It is your responsibility to place the 911 Sticker as near as possible to **each** phone that you use with the Service. If you did not receive a 911 Sticker with your Equipment, or you require additional 911 Stickers, please contact our customer care department at 804-834-2424 for more stickers at no additional cost.

### **Registration of Physical Location Required**

For each primary phone number that you use for the Service, you must register with RURALBAND the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any 911 calls you make using the 911 SERVICE may be sent to an emergency center near your old address. You must register your initial location of use when you subscribe to the Service.



Thereafter, you may register a new location by following the instructions from the "911" registration link in your RURALBAND Account Portal. For purposes of the 911 SERVICE, you may only register one location at a time for each primary phone line you use with the Service.

**Re-Registration Required if You Change Your Number or Add or Port New Numbers** 911 SERVICE does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from RURALBAND.

### Service Outages

You acknowledge and understand that the Service and 911 Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service and 911 Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service and 911. You also acknowledge and understand that the Service and 911 Service requires a fully functional broadband connection to the Internet (which is not provided by RURALBAND) and that, accordingly, in the event of an outage of, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service and 911 Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service and 911 Service will not function until the power supply is restored and/or the ISP/broadband outage fixed. You acknowledge that RURALBAND is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination by your broadband or Internet service provider, the blocking of ports by your broadband or Internet service provider, suspension or termination of your RURALBAND Services/Account or any failures resulting from local or national disasters.

### Disclaimer of Liability and Indemnification.

**You acknowledge and understand that RURALBAND and its suppliers will not be liable for any Service outage and/or inability to dial 911 using the RURALBAND Service or to access emergency service personnel due to the characteristics and limitation of the RURALBAND Service as set forth in this document. You agree to defend, indemnify, and hold harmless RURALBAND and its suppliers, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the Service relating to the failure or outage of the Service, including those related to the 911 SERVICE.**

In addition, RURALBAND and its suppliers do not have any control over whether, or the manner in which, calls using the 911 SERVICE are answered or addressed by any local emergency response center. RURALBAND and its suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. RURALBAND and its suppliers rely on third parties to assist us in routing 911 SERVICE calls to local emergency response centers and to a national emergency calling center. RURALBAND and its suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither RURALBAND and its suppliers, nor its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 SERVICE unless such claims or causes of action arose from RURALBAND and its suppliers gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless RURALBAND and its suppliers, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 SERVICE, incorrectly routed 911 SERVICE calls, and/or the inability of any user of the Service to be able to use 911 SERVICE or access emergency service personnel.

Furthermore, you acknowledge that if you are not comfortable with the limitations of the 911 SERVICE, RURALBAND and its suppliers strongly recommend that you always have an alternative means of accessing emergency service.

Signature: \_\_\_\_\_

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

Printed: \_\_\_\_\_