



P.O. Box 196, Waverly, VA 23890

Application for Business 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

Business Name: _____

Contact Name: _____
(If different from Service Address)

Email: _____ Phone: _____

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

Owner Name: _____ Owner Phone: _____

Owner Address: _____

Please list names of individuals other than Applicant to give and receive information regarding your Internet/Phone service account:

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

INTERNET As agreed in the Master Service Agreement's terms and conditions

PHONE No Phone Service Add Phone Service to any Internet Package above-\$21/month

Please call Customer Service at 804-834-2424 for Enterprise Business Cost Estimates.

The undersigned Applicant hereby applies for Internet Services (and Phone Services if enrolled) by RURALBAND and agrees to be bound by the attached Internet/Phone Service Terms and Conditions and the following provisions:

1. Initial aid to construction as one-time cost will be added to the first bill as agreed in the Master Services Agreement.
2. Upon approval of Application for Internet/Phone Service by RURALBAND, Applicant agrees 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 agreed upon monthly rate in Master Service Agreement. 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 the Master Service Agreement. Unauthorized removal of or damage to the router may result in a charge up to \$250.00.
3. Applicant agrees 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 hereby authorizes RURALBAND to obtain reports of Applicant's record with any credit reporting agencies or other organizations extending credit to Applicant for verification of any data requested of 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 the 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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Applicant agrees 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 agrees 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 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 1st day of the following month may result in service disconnection. 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 business day following the day the unpaid balance is paid.
2. TRANSFER OF ACCOUNT/CHANGE OF LOCATION. The Internet/Phone Service applied for shall be furnished at the address of installation ONLY. Applicant's rights and obligations to the Internet/Phone Service are NOT ASSIGNABLE.
3. ACCESS ON PREMISES. 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 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 INDEMNIFICATION. 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 use of Internet Service and equipment; (ii) violation or infringement of contractual rights, privacy, confidentiality, copyright, 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 breach of any provision of this application.

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 WIRING CERTIFICATION. Prior to RURALBAND installing and providing Internet/Phone Service, Applicant certifies 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 understands and acknowledges that the furnished fiber optic Internet Service requires electricity at the 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.
9. 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, applicant acknowledges that they 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 otherwise 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.

Signature:

Applicant _____

Date: _____



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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 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 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: _____



P.O. Box 196, Waverly, VA 23890

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/Phone 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