

PGEC ENTERPRISES, LLC

P. O. Box 196, Waverly, VA 23890

Application for Residential Internet Service and Agreement to Terms and Conditions of Service

Members who are interested in receiving Internet services and who have received direct communication from PGEC Enterprises, LLC. should complete an application. Applications can be mailed to PGEC Enterprises, LLC, P. O. Box 196, Waverly, VA 23890 or can be taken to our Waverly or Prince George business offices.

For Internet Service at: _____
Street City, State, Zip County

Mailing Address if different from Service Address: _____
Applications for internet service must be in the same name(s) as member's electric service

Applicant

Joint Applicant

Full Name _____

Full Name _____

City/State/Zip _____ (Yrs _____)

City/State/Zip _____ (Yrs _____)

Email _____

Email _____

Phone-Home ____/____-____ Work ____/____-____

Phone-Home ____/____-____ Work ____/____-____

Mobile ____/____-____

Mobile ____/____-____

Place of Employment _____

Place of Employment _____

Address _____

Address _____

City/State/Zip _____ (Yrs _____)

City/State/Zip _____ (Yrs _____)

If Owner of Service Address is other than Applicant/Joint Applicant, provide the following:

Owner Name _____ Phone ____/____-____

Address _____
Street City, State, Zip

PLEASE LIST NAMES OF INDIVIDUALS OTHER THAN APPLICANT/JOINT APPLICANT AUTHORIZED TO GIVE AND RECEIVE INFORMATION REGARDING YOUR INTERNET SERVICE ACCOUNT:

The undersigned Applicant/Joint Applicant hereby apply for internet services by PGEC Enterprises, LLC and agree(s) to be bound by the attached Internet 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 PGEC Enterprises, LLC upon first billing cycle after connection.
2. Upon approval of Application for Internet Service by PGEC Enterprises, LLC, Applicant/Joint Applicant agree to take speed of Internet 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 PGEC Enterprises, LLC. Applicable state and local taxes, and additional installation fees may apply. Router shall remain the property of PGEC Enterprises, LLC and shall be returned to the Company upon termination of service. Early termination fees will be billed the monthly service rate per month 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. Router equipment not returned to PGEC Enterprises, LLC upon early termination or for service discontinued after the contractual term of this agreement will be billed \$250.00 dollars. If router equipment is damaged upon return to PGEC Enterprises, LLC, a damage cost of \$250.00 dollars will be assessed.
3. Applicant/Joint Applicant agrees to be bound to PGEC Enterprises, LLC Internet Application Terms and Conditions and such rules and regulations as may be adopted from time to time by PGEC Enterprises, LLC.
4. Applicant/Joint Applicant hereby authorize(s) PGEC Enterprises, LLC 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 PGEC Enterprises, LLC for any purposes required for carrying out the terms of this agreement.

By initialing, Applicant/Joint Applicant authorize(s) PGEC Enterprises, LLC to contact me/us for informational purposes or for solicitation of products or services by means of automated dialing notifications. _____ / _____ (Initial)

PGEC ENTERPRISES, LLC INTERNET SERVICE APPLICATION TERMS AND CONDITIONS

Applicant/Joint Applicant, Owner (where applicable) agree to be bound by Internet Service and Application Terms and Conditions of PGEC Enterprises, LLC ('Company') as follows:

1. CURRENT MINIMUM PAYMENT TERMS UPON APPROVAL OF APPLICATION FOR INTERNET SERVICE BY PGEC ENTERPRISES, LLC. Applicant/Joint Applicant agree to pay for all services provided by PGEC Enterprises, LLC, including, but not limited to, charges for installation, equipment, services, and all applicable local, state or federal fees, taxes and surcharges. The length of 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 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 15th day of the following month will result in service disconnection. Any unpaid balance will be assessed a 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 RESIDENCE. The Internet service applied for shall be furnished at the address of installation ONLY. Applicant's/Joint Applicant's rights and obligations to the Internet service are NOT ASSIGNABLE.
3. ACCESS ON PREMISES. Owner grants PGEC Enterprises, LLC, without charge, an easement to, over, under and across Owner's 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 by Owner to PGEC Enterprises, LLC shall include the right to attach wiring and equipment to structures.

Upon installation of Internet service by PGEC Enterprises, LLC, PGEC Enterprises, LLC shall have the right of access to enter upon Owner's/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 PGEC Enterprises, LLC, its agents, representatives or employees, PGEC Enterprises, LLC shall have the right to discontinue Internet service to the premises without notice.
4. WARRANTY DISCLAIMER: LIMITATION ON DAMAGES. PGEC Enterprises, LLC Internet service is provided under the terms of this application on an "as is" and "as available" basis without warranties of any kind, either express or implied.
5. APPLICANT'S/JOINT APPLICANT'S INDEMNIFICATION. Applicant/Joint Applicant shall be responsible for and shall defend, indemnify, and hold harmless PGEC Enterprises, LLC and its employees, affiliates, suppliers, agents and contractors, and shall reimburse PGEC Enterprises, LLC for any damages, losses, or expenses, including, without limitation, reasonable attorney's fees and costs incurred by PGEC Enterprises, LLC, 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.
6. SERVICE INTERRUPTIONS. PGEC Enterprises, LLC assumes no liability for interruption of Internet 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. PGEC Enterprises, LLC assumes no liability for any substitution, discontinuation or modification of any programming. PGEC Enterprises, LLC will restore Internet service within a reasonable time after a reported Internet service interruption.
7. OWNER'S/APPLICANT'S/JOINT APPLICANT'S WIRING CERTIFICATION. Prior to PGEC Enterprises, LLC installing and providing Internet Service, Owner/Applicant/Joint Applicant certify that the wiring of the premises to which PGEC Enterprises, LLC will provide Internet 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.
9. OWNER'S/APPLICANT'S/JOINT APPLICANT'S WARRANTIES. By signing this application for Internet service, including, but not limited to, high speed data, video or phone (individually and collectively "services") delivered by PGEC Enterprises, LLC, 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.

Owner(s) acknowledge(s) legal ownership of the premises, having the street address of _____, for which the Internet service to be provided by PGEC Enterprises, LLC has been applied. For the purpose of allowing PGEC Enterprises, LLC to provide such Internet service at the foregoing address and for the purpose of granting the easements for access to the premises for installation, maintenance and removal of Internet service, Owner, along with Applicant/Joint Applicant executes these Internet Service Application Terms and Conditions.

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

<input type="checkbox"/>	<p>50 Mbps</p> <hr style="width: 50%; margin: 0 auto;"/> <p>\$74</p> <p>PER MONTH</p>	<p>Good Internet service for everyday family use. Light streaming, downloading shows/music/photos. Up to 50 Mbps download/ 50 Mbps upload Home WiFi access included. Unlimited data use.</p>
<input type="checkbox"/>	<p>100 Mbps</p> <hr style="width: 50%; margin: 0 auto;"/> <p>\$99</p> <p>PER MONTH</p>	<p>Great Internet service for entire family use. Stream on multiple devices, download shows quickly, and download large files. Up to 100 Mbps download/ 100 Mbps upload Home WiFi access included. Unlimited data use.</p>
<input type="checkbox"/>	<p>1 Gbps</p> <hr style="width: 50%; margin: 0 auto;"/> <p>\$179</p> <p>PER MONTH</p>	<p>Ideal Internet service for multi-device HD streaming, work from home, download HD movies, upload and transfer data, and online gaming. Up to 1 Gbps download/ 1 Gbps upload Home WiFi access included. Unlimited data use.</p>
<input type="checkbox"/>	<p>Phone</p> <hr style="width: 50%; margin: 0 auto;"/> <p>\$11</p> <p>PER MONTH</p>	<p>Unlimited local and long distance domestic (US, Canada) calling. Applicable local, state, and federal taxes may apply. Available Spring 2019</p>

Date

Owner

Date

Owner

Date

Applicant

Date

Joint Applicant

PGEC Enterprises, LLC USE:

Connection Date ____/____/____ Activation Fee_____

Current Member # _____ Customer Number _____

Account # _____ Service Order # _____

Level of Internet/Phone Service Selected: _____

This application for internet service is accepted by PGEC Enterprises, LLC:

On date ____/____/____

by _____
PGEC Enterprises, LLC Representative

Share/PGEC Enterprises/Application Rev 12/20/2018