# **Terms & Conditions**

#### **Installation Process**

- A new "drop wire" will be installed to your home/business—this wire may need to be buried in which case Nicholville Telephone Company will cut a small groove through your property, place a direct-buried cable in the groove, and cover it up.
- New equipment needs to be mounted on the outside of your building including a "gray box" that is roughly 10" wide, 13" tall and will stick out 4" from your building. In commercial installations, this equipment is mounted inside.
  - Holes will need to be drilled into your building to allow for fiber-optic cable attachment, equipment mounting, and wiring for services.
- A battery back-up (UPS) will be supplied which needs to be mounted inside your building and requires 110 Volt electricity (a standard electrical outlet).

#### **Phone and Internet Service**

- You keep your existing phone number and directory listing.
- You will not use the phone services to do anything illegal.
- You will not use the phone service for anything that generates an enormous amount of long distance usage such as an auto-dialer or conduct business as a call center.
- You will not use the Internet for anything illegal.
- You will not use Nicholville Telephone Company's email services to SPAM people or send out bulk-emails.
- You will not rebroadcast or resell Nicholville Telephone Company's Internet service without explicit written permission.
- You are responsible for all activity associated with your connection including that of people who maybe "borrowing" your Wi-Fi connection. We suggest you secure your Wi-Fi with a password.

## Billing

- Billing occurs as close to the first of the month as possible.
- Services are billed in advance with any usage-base services charged in arrears.
- There is a 1.5% interest charged on late payments.

 Your first bill will be larger than normal as it will be a pro-rated partial month for when your service was activated and then a full month in advance. It will also include any one-time "optional" equipment fees such as the purchase of a wireless router.

#### Contract

- Customers maybe be subject to a multi-year contract specified in their Service Agreement
- The contract begins on the date your service is activated ("Activation Date").
- You can cancel a contract with no further obligation within the first 10 days of service via a written notice.
  - NOTE: Will be charged pro-rated fees for the actual days service was active.
- Cancellation of a contract after the first 10 days will be subject to early termination fees.

## **Terminating/Cancel Services**

- Your services may be terminated/suspended for non-payment. (There will be a \$15 reconnection fee to have your services turned-back on.)
- Your services can be terminated at any time if you do anything illegal you will still be responsible for any termination fees.
- If you want to cancel your service for your convenience—you will:
  - Return any inside equipment that belongs to Nicholville Telephone Company.
  - Not interfere with the retrieval of any outside fiber equipment.
  - Pay the lesser value of your average monthly bill multiplied times the number of remaining months in the contract or \$500.

## **Complete Terms & Conditions**

- You must review the complete STANDARD TERMS AND CONDITIONS OF SERVICE and INTERNET STANDARD TERMS AND CONDITIONS.
- In the event of any conflict between the terms listed above and the STANDARD TERMS AND CONDITIONS OF SERVICE, the STANDARD TERMS AND CONDITIONS OF SERVICE shall prevail.

### **Emergency Broadband Benefit Program**

 Please visit <u>The Emergency Broadband Benefit Program</u> for more information on the FCC's Emergency Broadband Benefit Program and its related terms and conditions.