

# Valley TeleCom Group

## Summary of Residential Services Subscriber Agreement

The following is a summary of the Residential Services Subscriber Agreement (the "Agreement") for services provided to you by affiliates of Valley TeleCom Group "VTG". The full text of the Agreement and the associated Acceptable Use Policy are posted at the Valley TeleCom Group website, [www.vtc.net](http://www.vtc.net). You may also obtain copies by calling any VTG office. The full version will control in all cases. Telephone service is offered under specific company tariffs as approved by state regulatory agencies.

There are a number of "Services" (as set forth on this order form) to be provided by VTG which can include high-speed data and voice services. Your obligations and those of VTG are set forth in the Agreement, the Work Order for the placement of any equipment you order, any applicable provisions of the Acceptable Use Policy and, as appropriate, a "Tariff" describing charges that you may be required to pay VTG in those cases where rates are regulated by the Arizona Corporation Commission or New Mexico Public Regulation Commission. VTG will notify you of any significant changes in any of these controlling documents (i.e. via a bill insert or bill message).

**Payment obligations.** By signing the Agreement, you agree to pay VTG on or before the due date for any use of Services, the installation charges, charges for damage to any equipment provided by VTG and all applicable federal, state and local taxes. You will be billed in advance for monthly recurring charges and other charges will be billed in the next feasible monthly billing cycle following use. You may also be charged late fees and early termination charges. Credit card billing is also available.

**Installation and maintenance.** By signing the application for Services, the Agreement specifies that you will agree to allow VTG access to your house, apartment or other premises (including access easements) for both installation and maintenance of equipment during business hours and upon reasonable notice to you. If you are not the owner of the premises, by signing the Agreement you are warranting that you have obtained the consent of the owner of the premises for this access. If equipment is damaged, lost or stolen, the Agreement specifies that you will pay the replacement cost of the equipment.

**Use of Services.** The Agreement specifies a number of limitations on the use of services. These limitations, among others, include a prohibition against reselling or retransmitting, the use of local phone service for telemarketing, call center, medical transcription or facsimile broadcasting, the use of high-speed data service for the operation as an Internet Service Provider or any form of transmitter or wide area network that enables anyone outside of your residence to use Services.

**Support and Repair.** Company-owned equipment will be maintained or replaced by the company as necessary. You are responsible for the maintenance and replacement of your own equipment. The company offers an optional wire maintenance plan. If you choose not to enroll in this plan, you are responsible for maintaining your inside wiring. The company's HomeConnect subscription is optional. If you choose not to enroll in HomeConnect, you are responsible for configuring and maintaining your own wireless device. Use of a Valley TeleCom-owned, provided, or issued router requires an active HomeConnect subscription, which enables its included features and services. Such routers are not supported or intended for use without an active subscription. When troubleshooting a wireless network, the Company may evaluate several factors, including but not limited to: the number, type and age of connected devices; distance from the wireless router; inside wiring; the websites being accessed; internet congestion; and interference from other electronic equipment or devices.

**Battery Back-Up.** Voice telephone service provided using fiber optics requires backup battery power to continue functioning during an outage. To avoid disruption of home voice service during an outage, and to maintain the ability to connect to 911 emergency services, VTG will provide and maintain a battery backup unit for your residential voice telephone service for a small monthly fee. This includes replacing batteries on a regular basis.

**Enforcement and Termination.** If you violate the Agreement, VTG has the right to suspend or terminate all or a portion of Services without notification. If services are suspended or terminated, you will not be charged for services after the action and will be refunded any pre-paid fees less any amounts due to VTG. Either VTG or you can terminate all or any portion of services at any time for any reason by giving notice by mail or by phone as specified in the subscriber notification to set up an appointment to remove equipment. You cannot terminate Services by writing "canceled" or similar message on a bill or payment. Early termination may result in penalties. Reconnection fees are \$25 for each service.

**Term of Agreement.** The minimum term of agreement is selected on the New Customer Application Form. The term may be a component of the price plan you select. Early termination of services may result in penalties. Termination fees are \$100 per service. Terms of agreement are subject to change without notice.

**Other provisions.** The full Agreement contains disclaimers of warranty and limitations of liability, describes your privacy rights, and, unless you specifically request otherwise, consents to VTG calling you to market its current and future Services. You also have agreed that, unless specified otherwise, all notices may be made by electronic means (for example, email or online posting).

**Statement of Nondiscrimination.** In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age disability (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.