

## Agreement for Service: Terms and Conditions

Chariton Valley Telephone Corp. ("CVTC") and Chariton Valley Communications Corp. ("CVCC"), collectively hereinafter referred to as "Chariton Valley", agree to provide service to you on the following terms and conditions ("Agreement"). These Terms and Conditions along with all Chariton Valley policies, including the Acceptable Use Policy, set forth Customer's obligations, Chariton Valley's obligations, and the rules Customer must follow when using Chariton Valley voice services.

Chariton Valley exercises no control whatsoever over the content of the information passing through its network, nor makes any warranties of any kind, whether express or implied, for the service it is providing, or merchantability or fitness for a particular purpose. Chariton Valley is not responsible for any damage you may suffer, including loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via Chariton Valley's network is at your own risk. Chariton Valley specifically denies any responsibility for the accuracy or quality of information through its services.

The Chariton Valley network may only be used for lawful purposes. As such, Chariton Valley reserves the right to, from time to time, monitor customer activity. Transmission of any material in violation of any US or state regulation is prohibited. This includes, but is not limited to: copyrighted material, material judged to be threatening or obscene, or material protected by trade secret.

You agree to indemnify and hold harmless Chariton Valley from any claims resulting from your use of the service or the use of the service by any of your customers or others throughout your chain of distribution, including end users, which damage another party. Chariton Valley will delete email accounts that have been inactive for at least 45 days.

The service point at which Chariton Valley provisioned network facilities meet your provisioned network facilities shall constitute the Chariton Valley service demarcation point. By authorization of this agreement, you agree to utilize all Chariton Valley network equipment. Should you choose not to utilize Chariton Valley equipment, you agree to be charged a minimum of \$200 in the event your support ticket requires a truck-roll service call due to a non-Chariton Valley equipment issue. All network and equipment beyond the Chariton Valley service demarcation point, including your customer networks and facilities, is your sole responsibility. To clarify: If it is deemed a CV issue within the CV demarcation point that could NOT have been detected with CV equipment then NO \$200 charge. If it is deemed a CV issue inside the house that could have been detected with CV equipment it is a \$200 charge. In either case, wknd/holiday expedited fee applies.

You may not assign or otherwise transfer this Agreement or any equipment provided by Chariton Valley for the service, or your rights or obligations under the Agreement, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri applicable to contracts to be performed entirely within the State except as otherwise expressly provided in this Agreement.

These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Your acceptance of the service indicates your agreement to comply with this Agreement, the specific terms of your service plan (including the plan's duration and any applicable early termination fee), and related policies regarding your use of the service. You agree with and are deemed to have accepted this Agreement upon the earlier of: (a) submission of your order for service; (b) your accepting the terms and conditions of this Agreement electronically or in the course of installing the software for the service; (c) your use of the service; or (d) retention of the software provided by Chariton Valley beyond thirty (30) days following delivery.

Equipment used to deliver video services remains the property of Chariton Valley. If service is terminated for whatever reason all equipment must be returned within 48 hours of termination. If the equipment is lost, stolen, destroyed or tampered with or otherwise cannot be recovered, Chariton Valley will charge full retail price for all equipment.

Chariton Valley reserves the right to adjust prices of the packages and or services with a 30-day notice. The customer may be billed in advance for service and installation fees, if applicable, from the time service is activated. At any time, Chariton Valley may require you to make a suitable deposit to be held by Chariton Valley. A customer's deposit may be applied to the customer's account upon 12 consecutive months of timely and full payments. Customers will be charged a \$30.00 return item fee for all payments that are returned. A disconnected service will be reconnected when the past due balance and reconnect fees have been paid in full.

For failure to comply with your commitments contained herein, or with any term of the agreements under which you are receiving service from us, you understand and agree we may do any combination of the following: (1) terminate your right to receive services from us or our affiliates; (2) bring legal or other action for any amounts due to us hereunder. If Chariton Valley obtains the services of a collection agency or an attorney to assist Chariton Valley in remedying your breach of this Agreement, including but not limited to, the non-payment of charges hereunder, this expense will be paid by you.

You agree that this provision is not a waiver by the company of any rights or remedies which it has available to it for your breach of this Agreement.

You agree that to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address or wireless telephone number that you provide us. Methods of contact may include pre-recorded or artificial voice messages and/or the use of an automatic dialing device. All past due accounts which are deemed uncollectible will be turned over to a collection agency with full authority to make payment demands for Chariton Valley. All costs of collection will be added to the customer's past due account and will be paid by the customer. This may include court costs, reasonable attorney fees, and a reasonable collection agency fee of 35% of the amount of the past due account for accounts that are turned over to a collection agency. All such rights and remedies are cumulative and shall not be deemed exclusive. A Service Order Fee and/or a Line Connection fee may apply. Price does not include taxes and regulatory fees.

My signature authorizes the release of credit information to Chariton Valley and the information I provided is true and correct. By signing I agree to the above terms and conditions of this Agreement.

**Changes to the Terms of Service:** Chariton Valley reserves the right change Terms of Service at any time. Chariton Valley will post the most current version at <https://www.cvalley.net/legal-information/>

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Customer's Signature

Revised 8/17/2021