



## Copper Valley Solutions, d/b/a Copper Valley Internet (CVI) Internet Terms & Conditions

**Services:** CVI will provide Internet service at the customer's location.

**Term:** This Agreement is for the term agreed to in the contract, beginning on the date of signature of this document. By signing a contract, customer receives \$99.00 off the modem price and waiver of the \$185.00 activation fee.

**Service Requirements:** Customer must maintain local telephone service with Copper Valley Telephone Cooperative in order to retain Copper Valley Internet DSL service.

**Trial Period:** The customer shall have a 30 day period from date signed to cancel, if not satisfied with DSL service, with no penalties assessed.

**Early Termination of Agreement:** Failure to make any payment due or to perform any obligation under this agreement constitutes default of the agreement and all unpaid amounts shall become immediately due and payable to CVTC. If customer chooses to disconnect service prior to the completion of this contract (but after the trial period), customer will be charged \$25.00 for each remaining month of the contract and a \$25 early termination fee. If Customer disconnects service prior to the completion of contract and less than 12 months into contract due to moving from CVTC's service area, customer will be required to pay back any discount of the modem charges and a \$25/remaining month penalty if waived at time of install.

**Payment:** This service will be billed monthly on the Customer's Copper Valley Telephone Cooperative (CVTC) billing statement. Monthly payment for this service is due and payable through the terms and conditions associated with CVTC's monthly billing statement. The monthly payment per this agreement is shown above. Price is based on the speed and bundled discounts for which the customer is eligible under current CVI rates. Removal of any portion of the bundled services used to determine dsl discounts may increase your monthly pricing.

**SecureIT Service:** Customer may subscribe to an on-line security package for \$4.95/month. The service is available for a one month minimum and may be discontinued at any time. The first three months are free.

**Liability:** During the term of this agreement, the customer shall bear all risk for the equipment, including loss, theft, damage, or destruction of the equipment, and all liability for the use, possession, operation, storage and condition of the equipment.

**Responsibility for Virus, Spam, and other Threats:** Customer bears the responsibility for ensuring that their computer does not pass on to other Internet users, through the CVI network, viruses, worms, spyware, spam, or other destructive or troublesome programs. If CVI discovers that the Customer's computer is generating or passing on this type of problem, it retains the right to disconnect Customer's Internet service until it determines that the threat is gone. In addition, in the event of a CVI initiated outage due to customer non-responsiveness during an outbreak, no service credits will be issued for the duration of the outage.

**Assignment:** The customer may not assign, transfer, or dispose of, in any manner, any of its rights or obligations under this Agreement.

**Authorization:** Customer authorizes CVI to be an agent, on Customer's behalf, to provision ADSL using Customer's existing CVTC telephone exchange service line.

**Resale:** Customer agrees that CVTC DSL service is strictly for personal use and is not to be resold.

**DSL only Accounts:** Prior to installation a DSL customer must obtain written approval from telephone subscriber to attach DSL to their existing telephone service. A deposit or letter showing good credit standing is required. If telephone subscriber's service is disconnected, for any reason, customer will either obtain telephone service in their name or pay penalties associated with breaking the DSL contract. DSL only customers are not voting members of the Cooperative and do not receive capital credit allocations. Monthly DSL price must coincide with the number of telephone lines at the location.

**Acceptable Use:** This agreement is subject to, and incorporates by reference, CVI's Acceptable Use Policy and Customer Service Agreement, as they may be amended from time to time.

**Technical Points for New DSL Speed Choice:** At the time of installation or speed increase, you are asked to initial the terms & conditions which will attempt to inform you of the following:

- All speeds are not available to every location. Speeds are available where the network will support.
- If the desired speed is not available or achievable at your location, you may choose a different speed without incurring any additional fees (within 14 days of install or bump date)
- If you feel you are not getting the speed to which you are subscribed, please contact our help desk immediately at 834-4357 (834-help) or 822-4357 (822-help.)
- When determining speeds for potential trouble reports, we will ask that you perform at least 3 tests at different times of day prior to making a full report.
- We only accept speed test results from our website at <http://speedtest.net>. No other test results will be accepted.
- Speed tests should be taken with all other devices turned off such as: cell phones with data; other laptops or computers; Wii & X Box game consoles and/or any other device that is able to access the internet. *When multiple devices are all on, your subscribed speed will be shared between all devices.* Example: you have 2 laptops and a Wii console and you currently subscribe to a 3mg connection. Each device may get a 1mg speed totaling 3mg or some variation of this example.
- Some external factors may impact the experience for you but are not within the control of Copper Valley. These could include but are not limited to: the number, type and age of the devices connected to DSL; the inside wiring; the website you are trying to access; internet congestion and interference by other electronic equipment and devices.
- If you require a technician to move jacks within the home at the time of the DSL install or speed bump, additional charges may be applicable.
- Make sure you have a filter on EVERY jack in the entire house that rings to your phone number. This could include bedrooms, garage/shop, living room, office, kitchen, etc. If you find you need additional filters, call your local office for extras provided free of charge for our customers.
- Instances of power outage or flickering of electricity can weaken the ability of your modem to maintain the connection to the internet. Before calling in a trouble ticket, unplug the modem from the WALL SOCKET to reset completely. Count to 10, plug back in and wait for lights to stop flashing. Reconnect to the internet. If your internet still drops frequently or still seems really slow, call your local help number at 834-4357 or 822-4357 to initiate a trouble ticket.