

### RC Statement of Rates, Terms, and Conditions for 36 Month Commitment

A complete statement on which RC offers service is set forth in RC's Statement of Rates, Terms and Conditions (RC) for Provision of Service, which is available for public inspection at RC's offices and via the RC link at [www.rtc.net](http://www.rtc.net). Acceptance of service from RC shall be deemed an agreement by Customer that the customer shall accept service from RC on the terms set forth in RC, as such are currently and hereafter revised, and which are available for public inspection. The purpose of this Notice is to inform Customers of certain provisions of the RC, which shall in no way limit, waive, or restrict the applicability of all terms and conditions contained in the RC.

1. Customer is responsible for the payment of all charges for any and all services or facilities provided by RC to the customer and for compliance with all applicable terms of the RC. If objection in writing is not received by RC within 30 days after the bill is rendered, Customer's account shall be deemed correct and binding upon the Customer.
2. RC retains the right to deny service to any customer who fails to comply with the rules and regulations of the RC, or other applicable rules, regulations or laws.  
Customer shall indemnify and hold RC harmless from and against: (1) all claims, liability, damage and expense, including attorneys' fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using RC's Services; (2) any other claim resulting from any act or omission of the Customer relating to use of RC's facilities; and (3) the payment of all charges for service ordered by the Customer from a Local Exchange Carrier or other entities for telecommunications services and/or facilities connecting the Customer to RC.
4. Customer shall reimburse RC for damages to the RC's facilities caused by negligence or willful act of Customer.
5. Customer understands that the services are furnished subject to the conditions that there will be no abuse fraudulent and/or illegal use thereof.
6. In addition to all recurring, non-recurring, minimum, usage, surcharge or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by RC or its billing agent. Such taxes and/or surcharges may be included as allowed by an applicable federal or state law or regulation.
7. A credit check will be mandatory and a security deposit may be required.
8. Payment will be due as specified on RC's bill to Customer. Commencing after that due date, a late charge will be applied to all amounts past due. Service may be denied or discontinued at RC's discretion for nonpayment of amounts due to RC past the due date. Restoration of Service will be subject to all applicable charges.
9. In the case where Customer submits a check to RC for payment, the check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth by RC. Such charge will be applicable on each occasion when a check is returned or not processed.
10. If customer fails to be present for appointment, customer will be charged a premise visit fee of \$47.50. Appointment change or cancellations require a 24-hour notice.
11. If a customer cancels their connect order after the fiber has been plowed then they will be billed a fee of \$99.

### Fiber Connections and Power Supply's

In the event of power failure, a battery backup provides temporary power. Fiber connections do not prohibit loss of power. To maintain full backup charge, keep your backup equipment plugged in at all times. You may also be able to make 911 calls from your mobile device. It is recommended to limit the use of your backup power to voice emergency calling only. Typically, battery back-ups provide up to 8 hours of additional use but the more you utilize your devices or phone the quicker your back up unit will end. Additional power supplies may be purchased.

### LIFELINE

The Lifeline program is available to eligible low-income consumers in every state, territory, commonwealth, and on Tribal lands. Consumers with proper proof of eligibility may be qualified to enroll. To participate in the program, consumers must have an income that is at or below 135% of the federal Poverty Guidelines or participate in a qualifying state, federal or Tribal assistance program. These programs are:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Veterans Pension and Survivors Benefit Programs
- Tribal-specific programs: Bureau of Indian Affairs General Assistance, Food Distribution Program on Indian Reservations (FDPIR)

Federal rules prohibit eligible low-income consumers from receiving more than one Lifeline discount per household. An eligible consumer may receive a discount on either a wireline or wireless service, but not both. A consumer whose household currently is receiving more than one Lifeline service must select a single Lifeline provider and contact the other provider to de-enroll from their program. Consumers violating this rule may also be subject to criminal and/or civil penalties.

### How to Apply for Lifeline?

If you do not have service and want to apply for Lifeline:

- Contact the local telephone company to request an application for service and fill out the Lifeline forms.
- Fill out the application found here (insert link)
- Your service will be installed when your telephone company receives the approved form. At that time, the monthly Lifeline discount will begin. Your monthly Lifeline discount will begin only when the approved form has been received.

### Randolph Communications Terms and Conditions

Internet Terms and Conditions – Customers may subscribe to a RC High-Speed Internet Plan beginning on the date of installation of service. Standard installation charges will apply, unless other installation promotions are in place at the time of installation. Customers that do not fulfill the term commitment for this agreement, will be required to pay a \$99 early termination fee based on the selected commitment term. Other charges and conditions may also apply. A credit check will be completed to determine if other up-front fees are required. Standard installation includes connection of the internet service to one (1) computer. Additional computers may be networked to the internet service for an additional fee(s). Any internet customer who does not sign a 36-month commitment must pay a non-refundable \$99.00 installation fee up front. For new members there is a \$90.00 set-up fee, \$10 membership fee, which will appear on your first telephone bill and a deposit may be required based upon credit check.

Internet customers understand and agree that they have requested RC to analyze and configure their computer system for Internet services. Customers will be charged for home Wi-Fi which will be an additional \$4.99/mo or \$8.99/mo based on structure of home. For internet speeds at 100 Mbps or higher I understand that a new router is required. RC equipment will be set for the higher plan subscribed too, but I understand that an older router, or customer owned equipment will not allow customer to full speed. If more adapters are needed then additional fees will be incurred. It is the customer's responsibility to make sure that their computer system has been completely backed-up prior to any installation of hardware and/or software necessary to access high-speed data services. The actual connection speeds experienced by the customer will vary. RC shall not be responsible or liable for (1) Any file loss or corruption; (2) Hardware/software failure or corruption; (3) Any hardware or software configurations which may make the system unusable; and/or (4) Electrical surges that may cause damage to connected devices. RC is not responsible for any problems with my computer following the installation or repair of data services. If there is a router failure within the commitment window, RC will replace the router with a comparable unit. If the router becomes inoperable after the commitment window, then the Customer agree to replace the router at their expense. RC is not responsible for problems with the Customer computer following the installation of high-speed data service pursuant to this agreement. Customer hereby waives any claims they may have to bring any action against RC for any of the aforementioned failures, losses or defects. No other agreement, verbal or otherwise, shall be binding upon the parties hereto.

Unlimited Long Distance Terms and Conditions - Customers may subscribe to local service provided by Randolph Communications and Randolph Telephone Telecommunications Inc. (RTTI) long distance. Calls not included in the Unlimited packages will be billed at tariff rates. The unlimited plan is for residential voice calls terminating within the continental U.S. (excludes Hawaii and Alaska) only. This plan may not be used to place calls to on-line data services, or Internet access services. The plan may not be used for commercial use or for any services that do not involve a person-to-person conversation or voice message. Calling card services, calls to International exchanges, calls to 900 numbers, Directory Assistance, operator services, data calls, calls to Hawaii and Alaska and any other use of the line not included. RC reserves the right to discontinue or change service to customers on the Unlimited Long Distance Plan if the Company determines that the long distance calling patterns are atypical of normal residential usage. If the Company determines that usage is not consistent with typical residential customer usage, the customer may be subject to discontinuation of this service and additional fee or offered an alternative plan at the Company's sole discretion. Additional regulatory charges apply with package. This package may not be used to qualify for any other tariff packages; all other tariff discounts do not apply. Billing month-to-month and rates are subject to change. RC reserves the right to discontinue the plan at its sole discretion with due notice to the customer. All elements of bundle must be retained to qualify for package pricing.

Bandwidth, Data Storage and Other Limitations – RC offers multiple packages of Service with varying speeds and features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage, electronic mail and other Limitations of Service that correspond with the package of Service you selected. In addition to complying with the

limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in RC's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede RC's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth (as determined by RC), RC may terminate, suspend, or require you to upgrade the Service and/or pay additional fees.

RC reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, anti-virus mechanisms, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of RC may affect the performance of the Service. RC reserves the right to enforce limits on specific features of the Service including, without limitation, email storage (including deletion of dormant or unchecked email) and web hosting maximums. Visit Limitation of Services to learn the limits on specific features of the Service

**Limitation of Liability** - It is understood that RC is not an insurer, and that customer is responsible for obtaining any insurance coverage. Customer agrees to look exclusively to customer's insurer to recover for injury or damage in the event of any loss or injury, and releases and waives all right of recovery against RC arising by way of subrogation. The amount payable to RC hereunder is based upon the value of the services and the scope of liability as herein set forth and is unrelated to the value of the customer's property or property of others located in the customer's premises. The customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, including RC's negligence, shall be a refund of any service charges and fees paid to RC by the customer up to the time the damage is discovered. RC shall in no event be liable for any consequential or incidental damages of any nature, including without limitation, damages for personal injury, damages to property, or loss of business. Unless a longer period is required by applicable law, any action against RC in connection with this system must be commenced within one year after the cause of the action has accrued. The provisions of this paragraph shall apply if loss, damage or injury irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of RC, its agents or employees. It is further agreed that the limitation on liability, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated RC companies. In the event any person not a party to this agreement shall make any claim or file any lawsuit against RC in any way relating to the equipment or services that are subjects of this agreement, including for failure of its equipment or services that are the subjects of this agreement, including for failure of its equipment or service in any respect, customer agrees to indemnify and hold harmless RC from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

**Limited Warranty** - If any equipment supplied by RC pursuant to this Service Agreement is found to be defective in material or workmanship within twelve (12) months of the date of completion or installation, then any such equipment will be repaired or replaced at RC's option with new or functionally operative equipment. Labor and material required to repair or replace such defective equipment will be free of charge for a period of twelve (12) months following the completion of the original installation. This limited warranty does not apply to: a) damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse; b) failure of the customer to properly follow operation instructions provided at the time of installation or at a later date; and c) trouble due to interruption of commercial power or to the phone service. The foregoing limited warranty is in lieu of all other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No agent, employee or representative of RC, nor any other person, is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

**Acknowledgment and Consent** - Customer hereby acknowledges that RC has the capability to identify the URLs of the sites on the web that the customer accesses through his/her RC High Speed Data Service. Customer hereby consents to RC's access to and use of that information to improve its High Speed Data Service offerings. If the customer does not consent to such access to and use of this information, customer can request to be designated as "anonymous." RC will continue to track such usage information on an aggregated basis, and will not associate such usage with customer's name or account number.

**General** - RC assumes no liability for delays in installation of equipment and line, or for interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of RC. RC is not required to supply service to customers during an interruption of service should the problem persist. Customer grants permission to RC to enter his/her premises if necessary to perform service to equipment as agreed herein. This agreement constitutes the entire agreement between the customer and RC. In executing this agreement customer is not relying on any advice or advertisement of RC. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in the agreement shall not be binding upon any party, and that the terms and conditions hereof applied as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order, service or other document submitted by the customer. Customer understands that if additional equipment/services (such as jacks, router, etc.) are requested, that is different than the original order, then additional fees will apply. Customer understands that should the power fail while being serviced on fiber optics then phone service will be lost once battery back-up loses power.

**Inside Wire/Internet Maintenance**: Phone plan includes all wiring inside the home that was installed to code, and also covers the maintenance and/or replacement of the battery back-up for fiber-optic subscribers. **Internet**: All wiring to router, DSL filters. If no plan is chosen then then customer is acknowledging responsibility for payment of all charges for service calls to the customer's premise if it is determined that the trouble is caused by the inside wiring, jacks or customer-owned equipment and not the company's equipment. Customers who do not select maintenance plan will be charged \$90 per hour for labor and material costs on service calls for interior wiring and equipment issues. At any time RC staff deems equipment is not safe and could cause harm to employee(s) then RC reserves the right to revoke inside wire maintenance. RC reserves the right to revoke inside wire maintenance should a customer abuse the replacement of wiring due to uncleanness and biohazards that result in multiple equipment replacements.

**Term and Termination**: This agreement will have either 36-month term or no term because upfront installation fees were paid as selected by you when order is placed. At the end of Agreement's initial Term, Agreement will automatically renew for successive one mon. period ("Renewal Terms") unless either party provides the other party of its intent not to renew. If I choose to discontinue bundling services, current rates apply for all components unless customer is discontinuing internet. Any 36-mon. commitment not fulfilled must pay the penalties.

#### **Responsibility for Equipment Supplied**

Equipment installed by the Company at Customer's premises, which is not purchased by Customer, shall at all times remain the sole property of the Company. Customer assumes all risk of loss and/or damage to such equipment from any cause other than failure due to normal wear and/or electronic failure caused through no fault of the Customer. Upon termination of Service, Customer shall return provided equipment to the Companies' business office located at 317 East Dixie Dr., Asheboro, N.C., 27203. At the Companies' discretion, the Company may choose to remove equipment at the Service location and the Customer authorizes the Company to recover the equipment from Service premises during reasonable hours. In the event Customer should refuse to return the equipment, or the same is lost, altered, destroyed, damaged or stolen, Customer shall pay the Company the reasonable replacement cost of the equipment, plus any costs incurred by the Company arising from the loss of or damage to the equipment.

#### **Service Suspension or Termination**

The Company may suspend or terminate Service (1) if Customer fails to pay all or a portion of delinquent charges within 5 days after written notice of termination or (2) if Customer fails, within 5 days after written notice, to comply with this Service Agreement or any applicable tariff. The Company may, without notice, immediately discontinue or cancel Service for non-payment of any sum due to the Company for more than 15 days or for violation of any regulation, rule, or law of any governmental authority. The Company reserves the right to disconnect Services at any time if fraudulent usage is suspected.

#### **Service Suspension for Maintenance**

The Company may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. Whenever possible the Company will give Customer advance notification. Any Company liability resulting from a Service suspension shall be determined in accordance with **Limitation of Liability** within this Agreement.

#### **Termination or Default**

If Customer violates or breaches any term or condition contained in this Agreement, the Acceptable Use Policy or any policy adopted by the Company relating to the Services as in effect from time to time, if Customer's use of the Services is causing damage to or degradation of the Company system, or in the event of the insolvency of Customer or appointment of a receiver or trustee for Customer, execution by Customer of an arrangement for the benefit of creditors or similar proceeding or initiation by any party of any other proceeding involving Customer as debtor under the Bankruptcy Code, as amended, the Company shall, in addition to exercising any other right it has hereunder or under state law, immediately and automatically accelerate all sums due to the Company and/or terminate all Services to Customer and discontinue the Company's performance hereunder without liability to Customer.

#### **Reconnection Fee**

If Customer's Services are terminated due to breach or violation by Customer of any of the terms and conditions contained in this Agreement or any policy adopted by the Company relating to the Services, in the event the Company subsequently agrees to reconnect Services, the Customer agrees to pay reconnection fees.

## ACCEPTABLE USE POLICY

Randolph Telephone Telecommunications Inc. (RTTI) provides to business and consumer users several information technology related services, including such services as Internet access, various electronic mail (e-mail) packages and services, World Wide Web website hosting arrangements, and other online and Internet-related services (collectively, the "Services"). This Acceptable Use Policy sets forth specific actions that are prohibited by RC and applies to all users of Services, without exception. Violations of this Acceptable Use Policy may result in immediate suspension and/or termination of the Services.

As a subscriber, you agree that you will not use the Services:

- To monitor data on any network or system without the explicit authorization of the administrator of that system or network.
- To interfere with the service of any user, host or network, including deliberate attempts to overload a server, network connected device or network component.
- To send unsolicited, mass electronic mail messages to one or more recipients or systems ("Spamming"). Any electronic messages, which are sent in an unsolicited manner to 10 or more recipients, or any series of unsolicited electronic messages to a single user, qualifies as Spamming.
- For illegal purposes or to further illegal activities, including and without limitation, uploading, downloading, posting, distributing or facilitating the distribution of any material in any chat room, message board, newsgroup or similar interactive medium that you access through the Services that:
  - (a) constitutes an unauthorized reproduction of copyrighted or other protected materials;
  - (b) violates U.S. export control laws;
  - (c) is threatening, abusive, harassing, obscene, defamatory, libelous, deceptive, fraudulent or invasive of another's privacy; or
  - (d) encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.
- To transmit any material or data in violation of federal, state or local law or regulation, including, but not limited to any copyrighted material or data, or material or data protected by a trade secret.
- To probe hosts or networks without the explicit authorization of the administrator of those systems.
- To breach the security of a host, network component or authentication system without the explicit permission of the administrator of those systems.
- To originate malformed data or network traffic that results in damage to, or disruption of, a service or network connected device.
- To forge data with the intent to misrepresent the origination user or source.
- To forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address), or any other method used to forge, disguise, or conceal the user's identity when using the Services ("Spoofing").
- To use another Internet user's electronic mail server to relay electronic mail without the explicit permission from that third party ("E-mail Relay").
- To conceal, forge or otherwise falsify your identity in connection with any Services, or present a false identity to RC when signing up for any Services.

Every Subscriber is responsible for his or her own end users. It is therefore the responsibility of every Subscriber to ensure that his or her end users understand and adhere to this policy. Violations of this policy by a third party will be considered a violation by the Subscriber of the Services.

In addition to immediate suspension or termination of the Services, a violation of any of the foregoing prohibitions may result in civil or criminal prosecution. RC will assist authorities in the investigation of incidents involving such violations. RC reserves the right to modify the terms of this Acceptable Use Policy at any time and from time to time.

## Randolph Communications YOUR RIGHTS ON CUSTOMER PROPRIETY NETWORK INFORMATION (CPNI)

Federal regulations permit Randolph Communications to use information about your telecommunications services to recommend other categories of products and services to you, unless you notify us otherwise. This applies to information about telecommunications services you buy from Randolph Communications, including the types of services you receive, how much you use them, how we provide them to you, and calling/billing records. Randolph Communications will use this information to offer you valuable new and additional services, including packages or bundles containing both Randolph Communications and Randolph Communications subsidiary products and services.

This information will be used by only those companies now or in the future that design, market or sell, or assist in the design, marketing or sale of (1) Randolph Communications communications-related services or (2) Randolph Communications subsidiaries communications-related services sold as part of a package or bundle with Randolph Communications communications-related services, including our agents, authorized sales representatives, joint venture partners/participants and independent contractors. Those companies include Randolph Communications, Randolph Telephone Telecommunications, Inc. and any other current or future

direct or indirect subsidiaries of Randolph Communications that provide, design, market or sell or assist in the design, marketing or sale of any of the services described at the beginning of this paragraph.

Randolph Communications will protect the confidentiality of this information regardless of whether you approve or disapprove the uses described in this Notice. Under Federal law, you have the right to have your account treated confidentially and to restrict our use of this information, and Randolph Communications has a duty to protect the confidentiality of that information.

**Due to rule changes made by the Federal Communications Commission (FCC), you will need to establish a password and a series of authentication questions in order to discuss call detail information with Randolph Communications on customer-initiated telephone calls. If you do not wish to establish a password, Randolph Communications will only be able to discuss call-detail records with you by calling you at your telephone number of record or by mailing the information to your address of record in order to comply with these federal regulations.**

If you wish to prohibit our use of this information as described in this notice, call us at 336-879-5684 or e-mail us at [csrep@rtmc.coop](mailto:csrep@rtmc.coop) with your request within 30 days of your receipt of this notice. Your denial of approval for Randolph Communications to use this information will not affect the provision of any services to which you subscribe. Your approval or denial of approval for the use of CPNI outside of the service to which you already subscribe will remain valid until you revoke or limit the approval or denial.

We look forward to being able to serve your communications needs more efficiently with new and existing products and services based on the information we know about your account.