

# Ciello by SLVREC

## Internet Service Terms and Conditions

### 1) DEFINITIONS

The following terms shall have the meanings given below:

- a) Advanced Payments  
An amount paid in advance, at the Member's option, intended to pay monthly charges for telecommunications service.
- b) Cooperative  
San Luis Valley Rural Electric Cooperative, Inc.
- c) Delinquent Account  
All accounts become delinquent thirty (30) days after the due date of the statement.
- d) Due Date  
The date printed on the Member's bill and is the last date payable after which the bill becomes past due.
- e) Fiber Optic Cable Extension  
Consumer request for extension of telecommunications facilities to provide a service connection.
- f) Member  
Any person, group of persons, partnership, firm, corporation, institution, any agency of the Federal, State, or Local Government, their lessees, trustees, or receivers appointed by any court, contracting for telecommunications service from the Cooperative for domestic, commercial, or industrial use, or at wholesale. Should we refer to telecommunications consumers as members? Are they going to be members if they are not electric members?
- g) Member's Installation  
All wiring and associated components of the telecommunications system on the Member's side of the Cooperative's Optical Network Terminal (ONT).
- h) New Service  
A telecommunications service at a location not previously connected to the telecommunications system.
- i) Notice/Notify  
A written Notification deposited in the United States mail by one party to another party sent to their last known address.
- j) Point of Delivery  
Connection point at which the Cooperative's telecommunications facilities are directly connected to the telecommunications facilities of the Member.
- k) Service Agreement  
A contract between the Cooperative and Member outlining the provisions of service.

### 2) APPLICABILITY

These Telecommunications Service Terms and Conditions apply to all telecommunications service tariffs offered by the Cooperative.

### 3) BILLING

- a) Agreement for Service  
A request for telecommunications service by an existing Member or a request for service by a new Member will require the Member to sign an agreement for telecommunications service ('Service Agreement') with the Cooperative.
- b) Payments  
Monthly statements are due and payable on the Due Date as indicated on each statement. The initial billing period shall begin on the date the telecommunications service becomes available to the Member.

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If partial payment is received and there is a past due amount on the electric account, the payment will be applied to the electric account first.

c) Collections and Disconnections

A disconnection Notice will be sent to any Member with a Delinquent Account that is more than \$35.00. The Cooperative will attempt to contact a Member concerning payment of a Delinquent Account prior to disconnection by mailing a disconnection Notice and making an automated phone notification. In unusual circumstances other methods of contacting the Member may be used. All accounts are subject to disconnection if not paid by the date on the disconnect Notice.

If payment is not received by 7:30 a.m. on the date stated on the disconnection Notice, a \$30.00 delinquency charge will be assessed to the account.

Members whose account has remained in good standing will be granted a one week grace period prior to disconnection of telecommunications service for a Delinquent Account. The Member will be given a courtesy call before consideration of disconnection. Applicable fees will be charged at this time. The grace period will not be applicable to any Member more than once every 12 months.

SLVREC will not transfer an account into a family member's name or other residents name to avoid disconnection or to reconnect service once disconnected. The active account at the time of disconnect must be in good standing with all applicable fees paid before a transfer will be completed.

d) Interruption of Services

An adjustment or refund shall be made giving one day credit for any outage or loss of Services for eight or more hours during a 24-hour period. The adjustment will be calculated by dividing the number of days where Services was unavailable by 30 and multiplying by the monthly Recurring Charge for the Services which were disrupted. For purposes of credit computation, every month shall be considered to have 30 days.

e) Over and Under Billing

Refunds for over-billing shall be provided for a period of time not exceeding two years.

Under billing adjustments will not exceed a period of two years and the Customer will be offered a payment arrangement equal to the length of time in which the under-billing occurred.

f) Reconnection

If a service has been disconnected for non-payment and a consumer has requested reconnection, the consumer must pay a \$25.00 reconnect fee (\$50.00 after hours), appropriate security deposit, and the total amount past due associated with the Member.

g) Appeal of Disputes

An immediate appeal by the Member may be made to Cooperative management. The ruling of management may be appealed to the board of directors at the next regularly scheduled meeting.

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### h) Non-Sufficient Fund Checks

When the Cooperative receives Notice of non-sufficient funds (NSF) for checks or electronic checks, the amount of the check will be applied to the account, a \$50.00 NSF fee will be added and the Member will be Notified requesting payment within 10 calendar days in the form of guaranteed funds.

For a first time occurrence of NSF, checks or electronic checks issued to avoid disconnection, the consumer will be called and given two (2) days to bring in cash or guaranteed funds. Anytime thereafter, the service will be disconnected and all fees will apply.

An account will be deemed a "cash only" account if the Cooperative receives more than one (1) NSF check in a twelve (12) month period. The Member will be sent a letter informing them they are on a cash basis only.

### i) Interest

Interest of 1½ % per month will be charged to all accounts which have unpaid balances 30 days or more past due.

Interest credited to security deposits and credit balances held by the Cooperative will be set annually at a rate generally accepted by utilities within Colorado.

### j) Security Deposit

A deposit to guarantee payment of future bills for all rate Classifications shall be required from any Member requesting a new account whose credit does not meet the minimum utility credit rating history. With permission from Customer, SLVREC may run a soft credit check or Customer may provide a letter of credit to verify acceptable credit history. A deposit shall not relieve any Member from payment of current bills when due. Such required deposit shall be returned to the Member by credit to the Member's account if still active or refunded after termination of telecommunications service after applying the deposit to unpaid bills. If a member has multiple accounts, all accounts have to meet the minimum credit requirements to avoid paying a security deposit.

The term of the deposit will be for a minimum of one year and returned to the Member provided the account has billed twelve (12) consecutive months and has not been issued any delinquent Notices.

Interest on security deposits shall be earned for the time held by the Cooperative and shall be calculated from the date the deposit is received by the Cooperative up to the date the deposit is credited to the Member's account, or returned to the member.

If a new or existing Member declines to provide their social security number, they must provide another legal form of identification, and a security deposit will be required based on the applicable Rate Classification.

#### Calculating Security Deposits:

##### 1. Schedules RT, RI, CT and CI

- a) Standard Option: The deposit will be three (3) times the monthly charge for the Rate Classification.
- b) Auto Pay Option: The deposit will be two (2) times the monthly charge for the Rate Classification when signing up for automatic payment.

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2. Non-payment
  - a. Standard deposit option as stated above applies.

k) Bankruptcy

The Cooperative shall require security deposits of all Members in bankruptcy who desire to continue receiving telecommunications service after the filing date.

The Cooperative shall require security deposits of all Members in bankruptcy who desire to continue receiving electric service after the filing date according to the bankruptcy code.

Security deposits will be calculated on the basis of two times the maximum monthly billing or three times the average monthly billing experienced during the preceding twelve months, whichever is greater and shall be made with guaranteed funds. San Luis Valley REC will hold deposits due to bankruptcy for as long electric service is provided or the bankruptcy is discharged at which time San Luis Valley REC's normal security deposit policy will apply.

Prefiling Deposits:

In certain cases the possibility exists that the Cooperative may be holding security deposits on a Member in bankruptcy to cover debts owed prior to the bankruptcy filings. The Cooperative shall consider these deposits as partial security on any amounts that become due after the filing date only to the extent the deposit exceeds the pre-petition debt.

i) New Service Requirements

1. The following information must be received in order for any new service to occur:

Legal Name	Address	Phone Number
Social Security Number	Date of Birth	

If new or existing Member declines to provide their social security number, they must provide another legal form of identification, and a security deposit will be required based on the applicable Rate Classification.

2. A Service Agreement for the timeframe indicated in the agreement will be required along with a security deposit if applicable.

j) Taxes and Fees

Telecommunications service is subject to applicable taxes and/or fees.

k) Unauthorized Access

Telecommunications service is provided for the sole use of the inhabitants of the service address listed on the account. Sharing wireless internet service is prohibited.

l) Consumer Charges

If the consumer requests service above what is reasonable and customary (fishing walls, additional phone jacks, etc.) at their service location, the consumer will be billed a \$100 trip fee for the first hour and \$30 per half-hour thereafter. This will also apply to maintenance visits caused by customer-owned equipment, cut drops that were not located, etc.

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### 4) **SERVICE**

#### a) General requirements

The Cooperative will not furnish, install, own or maintain any telecommunications equipment beyond the Point of Delivery, except the Cooperative will furnish the ONT and appropriate power supply for the ONT to the Member. The Member will provide a location for the installation of the Cooperative's ONT and other equipment necessary for the Cooperative to provide telecommunications service. The Member will install and maintain wiring and equipment on the Member's side of the Point of Delivery at the Member's expense and in accordance with all laws, local ordinances, Cooperative rules and regulations and the latest edition of the National Electric Code. The Member will provide easements for the telecommunications system equipment in accordance with the Cooperative bylaws necessary to serve telecommunications service to the Member and for the provision of telecommunications service to other Members of the Cooperative.

#### b) Access

The Member shall allow the Cooperative employees or agents to enter the Member's premises at reasonable times for the purpose of installing, inspecting, examining, testing, servicing, repairing, or removing the Cooperative's equipment or other property incident to the furnishing of telecommunications service to the Member.

#### c) Liability

The Cooperative shall not be liable for, and Member shall indemnify the Cooperative against, all claims for damages or injury to persons or property, unless such damage or injury is due to the Cooperative's sole negligence.

#### d) Easements

A properly recorded utility easement will be required for any Fiber Optic Cable Extension crossing. The Cooperative will not begin installation until all easements are obtained. Easements will be provided in accordance with Cooperative Bylaws Article 1.

#### e) Fiber Optic Cable Extension

All Fiber Optic Cable Extensions constructed shall be part of the Cooperative's general System up to the Point of Delivery.

The location of the extension origin and the route to be followed in the construction of an extension shall be determined by the Cooperative's engineering department. The origin will not necessarily be the most proximate point to the existing Distribution System from the Point of Delivery. The route selected may not be the shortest distance between connection to the Cooperative's Telecommunications System and the Point of Delivery.

The Cooperative will at its sole discretion extend service under current rates and tariffs at no expense to a member where financially feasible.

#### f) Construction Standards

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Construction, except where modifications are necessary because of existing conditions, will be in conformance with the specifications for telecommunications facilities developed by the National Electric Safety Code.

g) Continuity of Service

The Cooperative shall use reasonable diligence to provide a satisfactory, constant, uninterrupted supply of telecommunications service, but does not guarantee or warrant that the supply of service will not fail or be interrupted or that the bandwidth will not fluctuate.

Maintenance, switching, line construction and other operational events may require a planned interruption of service. The Cooperative shall use reasonable diligence to Notify Members of such interruption, but does not guarantee or warrant that the supply of telecommunications may not unexpectedly fail or be interrupted or that bandwidth supply will not fluctuate.

IN NO EVENT SHALL SLVREC BE LIABLE FOR CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, AND MEMBER SHALL INDEMNIFY AND SAVE SLVREC HARMLESS FROM SAME.

h) Termination

1. Consumer Request

- a. An account holder can request to terminate service as long as account holder has fulfilled the timeframe indicated in the Service Agreement.

### 911 ACKNOWLEDGEMENT

1. User could lose E911 service under the following conditions:
  - a. If the User relocates the CPE installed by Telephone Provider without first advising Telephone Provider of relocation. This will have an adverse effect on Telephone Provider's ability to deliver E911 services.
  - b. Only numbers under the direct control of Telephone Provider and their partners are covered under this agreement. Any non-native numbers obtained by any means are not the responsibility of Telephone Provider or their partners. Use of non-native phone number on this CPE device could cause E911 services to not work.
  - c. Should the broadband connection fail the E911 service may not work properly.
  - d. In the event of an electrical power outage E911 services could be impacted after the battery life on the CPE has been exhausted if CPE does in fact have battery backup.
  - e. If there is a delay in making the User's registered location in the ALI database.
  - f. If your telephone service account or any other account with Telephone Provider is past due, Telephone Provider may terminate the telephone service upon notice to you. If Telephone Provider temporarily or permanently disconnects your telephone service because you failed to pay your bill, Telephone Provider will stop providing you with 911/E911 service.
  - g. E911 service may ring to the administrative line of the PSAP.

Telephone Provider provides fully functioning E911 services and will always go to extraordinary lengths to maintain that service at the highest possible level. By signing this agreement User acknowledges that they understand that possible circumstances under which E911 services may not be available.