



I (customer) agree to maintain service(s) with Bernard Telephone & Communication Company, herein known as BTC, for a minimum of 12 Months. I understand that if I move or discontinue my selected service(s) within 12 months, I will be required to pay an early termination fee of \$125.00.

With this agreement, I understand I may receive equipment related to the delivery of service(s) that is the property of BTC. If this property is not returned in good operating condition upon discontinuation of the service(s), I will be charged full retail value. I am also responsible for any deliberate and out of normal usage damage to any BTC equipment. BTC will assess the damaged equipment and may charge up to full retail value for such damages.

BTC reserves the right to change the rates, terms and conditions of this agreement at any time by providing me a written letter detailing those changes 30 days before their implementation. Any changes in the terms, conditions or rates will be sent by either US mail and/or email. If I do not request that my service(s) be discontinued, it will be presumed that I consent to the new terms, conditions or rates as notified.

I also understand that it is my responsibility to protect my computer and network from viruses and other intrusive, damage causing software and people. If there is not up to date protection on my computer and I choose not to purchase virus protection through BTC, I will not hold BTC accountable for damages.

Unless otherwise specified herein, services shall be available 24 hours a day, 7 days a week. There is always the possibility of system or equipment failures, or the need to temporarily interrupt your service(s) for system maintenance. BTC will try to restore failed service in a timely manner. Such temporary interruptions do not constitute a breach of contract and do not entitle the subscriber to a refund or credit of the monthly subscribed services. In addition, BTC will be held harmless any loss of compensation or income to the subscriber due to interrupted services.

If, at any time, services are suspended due to non-payment or per customer request, a \$15.00 reconnection fee will be applied to the account beyond the normal monthly service charge.

I understand that BTC is not responsible for any service or content which may be accessed pursuant to this service or for any charges incurred as a result of access to such content or service. I understand that I am solely responsible for all use, content, downloads and/or charges related to these matters. I indemnify and hold harmless BTC from any and all costs, charges, or damages of any type of nature that I or any user of this account may sustain at any time.

The service(s) provided to me by BTC may not be used for resale or re-transmission to other addresses without exclusive consent from BTC. I understand and allow BTC to login to, manage, or collect data usage reports in relation to BTC subscribed internet services.

By signing below, I agree that I have received, read and understand the terms and conditions stated above. I also acknowledge and agree to be bound by all of the terms and conditions of this agreement.

Signature: _____ Date: _____

By initialing here, I certify I am the above signee and a false signature is forgery that is a federally punishable crime: _____

In making this application the undersigned agrees to the rules and regulations of Bernard Telephone and Communications Company as set forth in the exchange tariff and to any general changes in rules, or rating for the service furnished under this application. This application becomes a contract when accepted in writing by the Telephone Company.

In the event of dispute between the customer and the utility respecting any bill, charge or service, the utility shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the customer. In the event that the complaint is not resolved, the utility shall notify the customer that he has the privilege of appeal to the Commission as indicated in this rule and the utility or the customer may make an application to the Commission for Resolution o the complaint.