



Residential FTTH Application Form

PO Box 7, 35 South State, Fairview, UT 84629 | (435) 427-3331 | (800) 427-8449

Bill pay available at www.centracom.com

Expected Installation Date: _____

Subscriber Information

Primary Subscriber: <u>Brad Moore</u>		Secondary Subscriber:	
Social Security #:	DOB:	Social Security #:	DOB:
Email: <u>mra.243@gmail.com</u>		Email:	
Phone #: <u>(801) 502-5808</u>		Phone #:	
Installation Address: <u>385 S 650 E</u>		Billing Address:	
City: <u>Redmond</u>	State: <u>UT</u>	Zip: <u>84652</u>	City: _____ State: _____ Zip: _____

Fiber Internet Service

1 Gbps* \$119.95/mo
 100 Mbps** \$69.95/mo

Optional Email Account:

Username: _____@cut.net

Password: _____

CentraCom Network Services

CentraWiFi Router \$17.95/mo
WiFi network covering up to 20,000 ft²

CentraGuard \$9.95/mo
Manage every device in your home

CentraCom Digital Voice

Digital Voice \$29.95/mo
5¢/min in 48 Continental US and Canada

Digital Voice 500 \$34.95/mo
500 min in 48 Continental US and Canada

Digital Voice Unlimited* \$49.95/mo
Unlimited LD in 48 Continental US and Canada

Second Line \$9.95/mo
Shared Voicemail and LD with first line

Installation Fees & Optional Equipment

Installation Fee \$200.00

24 Month Service Agreement

Fiber Modem Rental** \$9.95/mo

Fiber Modem Purchase \$300.00

Notes

Installation fees and deposit received will be refunded if CentraCom is unable to install service to the above address for any reason restricting construction in the area.

*Bandwidth not guaranteed and not available in all areas. Speeds are bi-directional. Actual speeds may vary for reasons such as network requirements, customer location, internet congestion and customer equipment. †Unlimited long distance not available to business or home-based business phone service. **Unreturned Fiber Modem - \$300.00. ***CentraCom may obtain a consumer credit report about you and/or allow the credit reporting agency to create or maintain a credit information file containing information about you. This information may include any applicable details given by you on this form, information regarding any payments that are more than 60 days overdue, any checks which have been dishonored more than once, information that, in the opinion of CentraCom, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your account obligations). This information may be given before, during or after services have been provided to you. This applies whether or not your application for service is approved.

Customer Agreement

By signing below, I (Subscriber) hereby agree to keep the above service for the time period indicated above. I understand that if I fail to fulfill the entirety of this contract, a penalty of up to \$200 will be charged to my account, and any equipment provided by Central Telecom Services, LLC dba CentraCom and Cut.Net ("CentraCom") must be returned or penalties will be assessed. I acknowledge that maintenance and repair of the cable inside my home is my responsibility. Repair fees may be assessed for damage caused by subscriber or any other parties. I agree that I shall not make nor cause to be made any unauthorized extension or modification to the cable or Internet systems and will be responsible for any loss sustained in so doing. If I am not the owner of the real property to be served, I agree to indemnify and hold CentraCom harmless from any and all claims of such owners arising out of the performance of the terms of this agreement. I acknowledge having received a copy of the Subscriber Privacy Notice and Connection Contract and Use Agreement.

The undersigned makes application for the above services and equipment and agrees to pay current prevailing rates for all such services and equipment. In making this application, the undersigned agrees to the rules, regulations, tariffs or rates for services furnished. Late charges, as regularly published by CentraCom, shall be added to all late payments received after the 20th of each month. Disconnection for late payment will be subject to a service restoration fee in addition to payment for all past due amounts. This application becomes a contract when accepted in writing by CentraCom. These services are not available in all areas. The undersigned agrees to pay all attorney's fees, court costs, filing fees, including charges or commissions that may be assessed to CentraCom by any collection agency retained to pursue this matter in the event of a breach of this agreement. Payment of first month of service constitutes acceptance of this agreement.

Primary Subscriber Signature: _____ Date: 6/28/2018

Secondary Subscriber Signature: _____ Date: 6/28/2018

Sales Agent: Paul Peckham Date: 6/27/2018

For Official Use Only:

Entered by: _____ Date: _____ Account #: _____ Service Order #: _____

Subscriber Privacy Notice

Section 631 of the Cable Communications Policy Act of 1984 ("Cable Act") requires us to inform you of the following matters.

COLLECTION

The Cable Act requires us to inform you of the nature of personally identifiable subscriber information that we collect and of the nature of the use we make of such information. Generally, the Cable Act permits us to collect and use only the information needed for the business of providing cable and other services to subscribers. In order that we may continue to provide reliable, high quality service and maintain adequate records, we keep regular business records that contain your name, address, telephone number, social security number, and other personally identifiable information. Such records include billing, payment, deposit, complaint and service records, records of information you have furnished to us, such as the location and number of television sets connected to cable and the service options you have chosen. We maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires. At such time as interactive or other transactional television services become available in your area, the cable system will automatically collect information on your use of such services, including information on the choices that you make along the range of services offered, including the programs you view or order, the time you actually use the services, products you order, and the use of other features, such as which menus and menu screens are used most often, the time spent using them and the use of the remote control feature.

We use this information to sell, maintain, disconnect, reconnect and market services; to make sure that you are being billed properly for the services you receive; to maintain financial, accounting, tax, service and property records including records required by the terms of our franchise; for the purposes described below; and as otherwise necessary to provide the service.

DISCLOSURE

The Cable Act allows us to collect personally identifiable information and to disclose it to a third party only if (a) you consent in advance in writing or electronically; (b) disclosure is necessary to render cable service and other services we provide to you and related business activities; (c) disclosure is pursuant to a court order and you are notified of such order; or (d) for mailing list as described below. The Cable Act requires us to inform you of the nature, frequency and purpose of any disclosure which may be made of such information, including an identification of the type of persons to whom the disclosure may be made. We may make your records available to employees, agents and contractors to install, market, provide and audit cable service on each occasion access is needed for the specific job at hand. Access for these purposes is routine, and does not occur with any specific frequency. We may also occasionally release our subscriber list to a consumer research organization to conduct market research for programs shown by the cable system. This typically occurs no more than once each year. Further, we make our subscriber lists available to mailing services and programmers and outside auditors to check our records whenever such checks are required, which occurs irregularly; to attorneys and accountants on a continuous basis as necessary to render service to the company; to potential purchasers in connection with a system sale which occurs only at the time such sale is contemplated; to franchising authorities to demonstrate compliance at irregular times when compliance concerns are raised; and to collection services if required to collect past due bills at such time as bills are submitted for collection. Subscriber information also is disclosed to our bill payment lock box service each month as necessary for processing subscriber payments. We reserve the right to include information about you in collective or aggregate formats, such as ratings surveys and other statistical reports, which do not personally identify you, your particular viewing habits or the nature of any transaction you have made over the cable system.

SECURITY

We take reasonable security precautions to protect your personally identifiable information that we collect on the service from unauthorized access, use, and disclosure. For example, we store billing records on computers in a controlled and secure environment. However, we cannot guarantee that our security precautions will prevent every unauthorized attempt to access, use, or disclose your personally identifiable information.

MAILING LISTS

The Cable Act also allows us to disclose your name and address for mailing list and other purposes unless you object. We do not presently sell our subscriber list or otherwise disclose it to commercial users, and do not anticipate making any such disclosure in the future. Should we make any such disclosure in the future, we will not disclose the extent of your viewing or use of a particular service or the nature of any transaction you may make over the cable system, but we may disclose that you are among those who subscribe to a particular service. If you do not wish to have your name and address included on a subscriber list disclosed to a commercial or charitable user, please contact us at the address shown on front of this form or call us at 1-800-427-8449.

RETENTION

We will maintain most, if not all, of the personally identifiable information we have collected during the time you are a subscriber. We generally will destroy the information after a reasonable period of time has elapsed following the termination of your account with us, if the purpose for which such information was collected has been accomplished and we no longer need to retain the information for compliance with law, tax or other legitimate business activities.

DISCLOSURE BY COURT ORDER

The Cable Act also provides that the government may obtain disclosure of personally identifiable information by court order, if it offers evidence that such records are material to a criminal case, and if you are given the opportunity to appear and contest the evidence.

SUBSCRIBER RIGHTS

As described above, the Cable Act establishes your rights as a subscriber and the limits upon the cable operator with respect to the collection and disclosure of subscriber information. You have the right to inspect and copy our records, at your expense, that contain information about you and to correct any error in our information. If you wish to inspect the records at our system office pertaining to you, please contact us 1-800-427-8449 during regular business hours to set up an appointment. You may bring a private civil action in U.S. District Court and you may seek to recover damages, costs, and attorney fees if the limits under the Cable Act have been violated.

A/B SELECTOR SWITCH AVAILABILITY NOTICE

Presently the FCC (Federal Communications Commission) rules do not necessarily require a cable TV system to carry all local broadcast stations. As a result, at this time or at a later date, you may not be able to receive all local broadcast stations over your cable system. To ensure that you will retain the capability of receiving all of the broadcast stations that are available off-the-air which might not be carried on the cable system either now or in the future, it may be necessary to use an input A/B selector switching device in conjunction with an antenna. This device, which connects to both your cable service and your antenna will enable you to select between cable service and local broadcast stations, television signals. Such switches are available for a fee from local electronics suppliers. A wide range of switching devices are available including, but not limited to mechanical, electronic, multiple input and remote switches which can be adapted to fit most needs.

All questions related to this notice should be directed to the CentraCom Customer Service Department at 1-800-427-8449.

Connection Contract and Use Agreement

This agreement is made by and between Central Telecom Services, LLC dba CentraCom, a Utah limited liability company ("CentraCom") having its offices at 35 South State, Fairview, Utah, 84629, and Subscribers.

CentraCom is a conduit entity through which the Subscriber may obtain access to the internet, video and television programming, broadband/bandwidth and telephone communications (together "Telecom Services"). The Subscriber desires to utilize the Telecom Services offered by CentraCom to enable the Subscriber to access, receive, and distribute information, programs, data and other services available. As such, in exchange for a monthly fee to be received by CentraCom from the Subscriber each month in advance, and other good and valuable consideration, the parties agree as follows:

1. Pursuant to the terms of this agreement, and in exchange for the monthly amount, the Subscriber shall have the right to utilize the Telecom Services of CentraCom. Consistent therewith each Subscriber is responsible for his or her own account, and for ensuring full compliance by any individual user of the Subscriber's account with the terms and conditions contained herein.
2. The Subscriber is responsible for obtaining and maintaining all equipment necessary to connect to CentraCom. The Subscriber agrees to use the Telecom Services in a manner consistent with any and all applicable laws and the laws of foreign countries.
3. The Subscriber specifically agrees to indemnify CentraCom and hold harmless CentraCom and its agents, employees, and assigns for any losses, costs, or damages, including reasonable attorney fees incurred by CentraCom relating to, or arising out of any breach of this Agreement, of breach of duty to another, caused by use of the Telecom Services by the Subscriber, or connection thereto, including but not limited to such things as, computer fraud, computer vandalism, including viruses, and objectionable or questionable content of mail, newsgroup postings, or use of the internet in general.
4. CentraCom reserves the right to change fees, surcharges, Subscriber fees, or institute new fees at any time upon thirty days prior written notice.
5. In the event of nonpayment, any breach of this agreement, or any other reason within the sole discretion of CentraCom, CentraCom shall have the right to immediately, without need of notice, terminate the Subscriber's right of access to the Internet.
6. Notwithstanding the foregoing, access to and use of the Telecom Services may be terminated by either party, at any time, by sending written notice to the other party. In the event of termination by the Subscriber, the Subscriber shall remain liable for any charges incurred until the effective date of termination, as well as any penalties or fees associated with early termination. The effective date of termination shall be the date upon which CentraCom receives the above described written notice, or on a future date so specified by the Subscriber.
7. The Subscriber is responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to CentraCom for reconstruction of any lost data. The Subscriber agrees to assess their own need for protective measures, and implement where necessary, whether under professional advice, including voltage spike protection, computer equipment insurance, virus detection and elimination software, security and system administration policies and obtain such protection as they see fit and not to make any claims against CentraCom, its users or faculty, for the loss or damage to their equipment.
8. The Subscriber understands, and agrees, that opinions, advice, services and all other information expressed by, information providers, service providers or other third parties on the internet are those of the provider and not those of CentraCom. CentraCom exercises no control whatsoever of the content of the information passing through its Telecom Services.
9. The Subscriber is responsible for all charges for connection directly to CentraCom's Telecom Services. CentraCom assumes no responsibility or liability for any phone charges including but not limited to, long distance charges, per minute surcharges, and or equipment or line costs incurred by the Subscriber while accessing CentraCom's Telecom Services. Any disputes or problems regarding telephone service are strictly between the Subscriber and his or her phone company (if other than CentraCom) and or long distance service provider.
10. Upon termination of the agreement or the services contemplated hereunder, the Subscriber must either return all CentraCom equipment or hardware.
11. CentraCom makes no warranties of any kind, whether expressed or implied, for the Telecom Services being provided. CentraCom also disclaims any warranty of merchantability of fitness for a particular purpose. CentraCom will not be responsible for any damage suffered by the Subscriber. This includes loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by its own negligence or the Subscriber's errors or omissions.
12. Any access to other networks through CentraCom must comply with the rules appropriate for such other networks.
13. Use of any information obtained via CentraCom is at the Subscriber's own risk. CentraCom specifically denies any responsibility for the accuracy or quality of information obtained through its Telecom Services.
14. The Subscriber specifically agrees not to upload, post, or reproduce in any way any materials protected by copyright without the permission of the copyright owner.
15. Only public domain files, and files in which the author has given expressed consent for distribution, may be uploaded, copied, or otherwise reproduced by the Subscriber. CentraCom, at its sole discretion, reserves the right to refuse posting of files, and to remove files. CentraCom, at its sole discretion, further reserves the right to immediately terminate, without notice, any Subscriber who misuses uploading or posting to the internet.
16. This agreement strictly prohibits the sharing of CentraCom's Telecom Services with others. Each person who uses CentraCom must be a Subscriber in their own right. The Subscriber will not allow any unauthorized person or entity to utilize CentraCom's Telecom Services. The Subscriber may not distribute user IDs and or Passwords to the Telecom Services.
17. The Subscriber agrees not to resell or obtain any compensation in any form, directly or indirectly, from any other person or entity for access, products, services or content through CentraCom without the express written permission of CentraCom.
18. This agreement is not assignable or transferable without the express written consent of CentraCom.
19. CentraCom's Telecom Services may only be used for lawful purposes. Transmission of any material in violation of any US or any State's regulation is prohibited. This includes but is not limited to: Copyrighted material, material that is legally judged to be threatening or obscene, or material protected by trade secret. The Subscriber specifically agrees to indemnify and hold CentraCom harmless from any claims resulting from a breach of these terms, and/or their use of the service which damages another party.
20. All fees collected by CentraCom from the Subscriber are to be paid in advance. The Subscriber agrees to pay setup fees, if any, and to pay the last month's fees in advance. The Subscriber agrees to maintain a zero balance on their account by paying in advance for said month's services. Any increment higher than a calendar month is acceptable to CentraCom.
21. This agreement, together with any handwritten terms on the reverse hereof, constitutes the entire agreement between CentraCom and Subscriber. The term and conditions of this agreement shall be interpreted and enforced pursuant to the laws of the State of Utah.

**AGREEMENT FOR PROVISION OF BROADBAND COMMUNICATIONS FACILITIES AND FOR
FIBER OPTIC LINE CONSTRUCTION/EXTENSION**

This Agreement for Provision of Broadband Communications Facilities and for Fiber Optic Line Construction/Extension ("Agreement") is entered into this 27th day of June, 2018 ("Effective Date") by and between Central Telcom Services, LLC, a Utah limited liability company doing business as Centracom ("Centracom") with its principal office located at 35 S. State Street, Fairview, UT 84629, and Brad Moore, 385 South 650 East, Redmond, UT 84652("Customer").

RECITALS

A. Customer has requested that Centracom provide broadband communications service to his home at 385 South 650 East, Redmond, UT 84652 (the "Service Location"). In order to provide such broadband communications service, it will be necessary for Centracom to construct and install a line extension and facilities to the Service Location. Subject to the terms of this Agreement, Centracom agrees to construct and install a line extension and facilities to enable it to provide service to the Service Location.

B. Customer agrees to pay the Construction Charges described below for the construction and installation of the line extension and facilities to the Service Location, together with the monthly recurring service charges for the service.

NOW, THEREFOR, the Parties agree as follows:

1. Definitions.

a. "Additional Customer" is one who commences to broadband communications service from the Line Extension after such extension has been constructed and placed in operation.

b. "Line Extension" is defined as the facilities such as fiber optic cables, conduit, poles, fixtures, terminations, network interface device, converter box, and cabinet, required for the provision of the broadband communications service to the Service Location.

c. "Construction Costs " - The construction cost is \$11,711.30, and includes all cost of materials and labor, and all other expense incurred in constructing and installing the Line Extension.

d. "Customer" is Brad Moore, the owner of the Service Location and the one who will receive broadband communications service from the Line Extension when such extension is first placed in service.

e. "Service" shall mean monthly broadband internet service to be provided by Centracom to the Service Location pursuant to the Residential FTTH Application Form ("FTTH Agreement") executed by Customer.

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2. Line Extension; Construction Costs; Additional Customers.

a. Construction of Facilities. Centracom will construct the Line Extension including all fiber optic cables, conduit, facilities, material and equipment (the "Facilities") necessary to provide Service to the Service Location. All Facilities shall become and remain the property of Centracom.

b. Construction Costs. Customer shall pay the Construction Costs as follows:

- i. \$2,500 to be paid upon execution of this Agreement and prior to commencement of construction of the Line Extension;
- ii. Except as provided in Section 2.c, so long as Customer is receiving Service from Centracom, the remaining \$9,211.30 shall be paid by Customer in 48 equal monthly payments of \$191.90, payable on the first of each month beginning on the first day of the calendar month following the Service Commencement Date. Centracom shall invoice Customer for the Construction Costs. In the event Customer terminates Service with Centracom prior to paying all of the Construction Costs, the Construction Costs that remain unpaid upon termination of the Service shall be immediately due and payable to Customer within thirty (30) days of termination of Services.

c. Additional Customers. Any Additional Customer who shall attach to the Line Extension, within two (2) years of its original construction, shall equally share Construction Costs regardless of whether customer has paid the Construction Costs in full or not. In the event Additional Customers are attached, Customer's monthly Construction Cost payment shall be reduced accordingly, and the invoice shall reflect the pro-rated amount or money will be reimbursed to customer if Construction Cost was paid off early.

d. Right of Way. Centracom will determine the most practical location for the Line Extension and shall secure the necessary easements for the construction and installation. As needed, Customer shall grant, without cost to Centracom, cleared private right-of-way/easement across the premises owned by Customer for the erection of the Line Extension and Facilities. In the event Centracom is unable to reasonably secure the necessary easements, Centracom shall be entitled to immediately terminate this Agreement on written notice to Customer, without any liability to Customer. In the event Centracom terminates this Agreement pursuant to this provision, Centracom shall refund any portion of the Construction Charges paid by Customer to Customer within thirty (30) days of the date of termination.

e. Customer's Wiring and Equipment. All wiring and equipment for the utilization of service on the Customer's premises will be installed and maintained at the expense of the Customer in accordance with accepted standards. Centracom is not responsible for or liable for the installation, condition, or maintenance of such wiring or equipment.

3. **Term of Agreement**. The Agreement shall commence on the Effective Date and shall for a period of four (4) years, unless otherwise terminated as provided herein.

4. **Termination**.

a. Default By Customer. If Customer fails to make any payment required hereunder when due, and such failure continues for a period of three (3) business days after written notice from Centracom CentraCom may terminate this Agreement in which event any Construction Costs that remain unpaid by Customer as of the date of termination shall be immediately due and payable by Customer to Centracom. In the event such Construction Costs are not paid, Centracom shall have the right to immediately terminate Services to Customer without liability, and CentraCom may pursue any remedies Centracom may have under this Agreement, at law or in equity.

b. Termination Charges. In the event that Centracom terminates this Agreement as a result of an uncured default by Customer which results in the termination of Services pursuant to Section 4.a of this Agreement, Customer shall be liable for early termination charges as set forth in the FTTH Agreement.

5. General Terms.


a. Amendment. This Agreement may only be modified or waived by written amendment executed by both Centracom and Customer. No agent of Centracom has any power to modify this Agreement or waive any of its conditions or to bind Centracom by making any promises or representations not contained herein.

b. Notice. Notices hereunder shall be in writing and shall be hand-delivered or sent by overnight mail to the addresses set forth in the opening paragraph of this Agreement.

c. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, U.S.A., without regard to its choice of law rules.

d. Attorney's Fees. In the event a party takes action to enforce any of the terms of this Agreement, the prevailing party shall be awarded its costs, litigation expenses and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above. The individuals executing this Agreement on behalf of each party hereby represent and warrant to the other party that such individual is authorized to so execute this Agreement.

Central Telecom Services, LLC	Customer:
By: <i>Paul Peckham</i>	
Name: Paul Peckham	By: _____
Title: Asst. Cable Manager	Name: Brad Moore