

CENTRAL ARKANSAS TELEPHONE COOPERATIVE, INC
CONTRACT FOR BROADBAND ONLY
BISMARCK AND DONALDSON ARKANSAS
EFFECTIVE August 3, 2023

The undersigned, hereinafter called the "Customer", hereby agrees to maintain the service as described at the end of this document from Central Arkansas Telephone Company, Inc., hereinafter called "CATC", and upon the terms and conditions described below:

1. **TERMS AND RENEWAL:** This agreement shall be effective for a period of one (1) year commencing on the date of this Contract.
2. **SERVICE FEES:** Customer agrees to pay all charges and fees associated with the use of the services offered by CATC, which charges may include, without limitation, monthly service fees, charges for the use of CATC's equipment, installation charges, charges for service calls and other charges. CATC shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service, equipment and other fees shall be payable monthly in advance.
3. **TAXES:** Customer is responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the service. Such amounts are in addition to payment for the service.
4. **LOCAL TELEPHONE SERVICE:** Customer understands that this contract refers to PSTN (Public Switched Telephone Network) which means **no voice data, no 911 Emergency access, and no access to incoming or outgoing calls.**

CUSTOMER INITIALS _____

5. **EQUIPMENT:** It is essential for the Customer to protect all equipment issued as well as their computer from any electrical surge including lightning and low voltage damage. CATC is in no way responsible for any damage to equipment at the Customer's premises whether or not owned by CATC. Customer agrees to return all equipment supplied by CATC for the services included in this Contract in good condition and in working order upon termination of this Contract. If Customer does not return any or all equipment in said condition, customer agrees to pay CATC the appropriate equipment costs. A list of those equipment costs is included at the end of this Contract.

CUSTOMER INITIALS _____

6. **INSTALLATION CHARGES:** Installation charges of \$185.00 for broadband Internet access will be waived by CATC if the Customer maintains their account in good standing for a minimum of the initial one (1) year period of this Contract. All equipment MUST be working and in place at the time of initial installation.

CUSTOMER INITIALS _____

7. **SERVICE DELIVERY:** Services included in this Contract include "best effort" services such as broadband Internet access. The actual broadband Internet access speed services experienced by Customer may vary and depends on several factors including Customer location, destination on the Internet, traffic on the Internet, etc. No minimum level of speed or service is guaranteed. A review of the service area and other plant conditions must be completed prior to this contract being binding.
8. **TERMINATION CHARGES AND PENALTIES:** If Customer fails to pay all charges each month or if service is terminated for any reason prior to the term of this Contract, the appropriate installation charges as described below will become due and payable immediately.

- ❖ **Broadband Internet Charges:** If service is cancelled within the first six (6) months, the waived installation charges will be charged to Customer on a prorated basis. If service is cancelled after first six (6) months but before end of the Contract period, an Installation charge of \$25 will be charged.

9. **MOVE TO NEW LOCATION:** Customers who move to a new location may sign up for a new Contract at the new location, where available. Your existing Contract cannot be carried over to a new service location.

CUSTOMER INITIALS _____

- 10. **COMMUNICATIONS:** Customer agrees to provide their current email address where possible and to receive correspondence via email from CATC regarding the Customer's service and /or other CATC services available. The customer also agrees to receive information from time-to-time on promotions and special offers related to internet programming.
- 11. **PRICING:** Customer understands that the prices charged for services covered by this Contract may change without notice. CATC reserves the right to suspend or terminate any of the services it offers that may be covered by this Contract. CATC may terminate this Contract at any time without notice.
- 12. **RECONNECTION FEE:** CATC will charge a \$25.00 reconnection fee to all customers who have their services disconnected for non-pay within 10 day period.

CUSTOMER INITIALS _____

THIS CONTRACT IS NON – TRANSFERABLE

EXECUTED this _____ day of _____, 20____.

CUSTOMER: _____ AGREEMENT NUMBER _____

ADDRESS: _____ ACCOUNT NUMBER _____

CITY _____ EMAIL ADDRESS _____

CUSTOMER SIGNATURE _____

ACCEPTED BY CATC: _____

FIBER BROADBAND SPEED

AN ADDITIONAL MONTHLY COST OF \$5.00 FOR EQUIPMENT MAINTENANCE IS REQUIRED

I HAVE READ AND UNDERSTAND THE SERVICE LEVEL SECTION, EQUIPMENT COST TO BE INSTALLED AT CUSTOMER LOCATION

CUSTOMER INITIALS: _____

** CATC reserves the right to waive any customer obligation **