



## APPLICATION FOR INTERNET, TELEVISION & VOICE SERVICE

607 Main St., PO Box 640 Griswold, IA 51535 • phone 712-778-2121 • fax 712-778-2500  
griswoldcommunications.com • email gctc@netins.net

DATE: \_\_\_\_\_

### 1. Terms of Service:

The communications services and ancillary equipment you order and receive from Griswold Communications are subject to our General Terms and Conditions of Service and Service-specific Terms and Conditions of Service. By ordering and accepting service, you agree to adhere to these terms and conditions, including any modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with our terms and conditions, your service may be suspended or disconnected. Griswold Communications is an equal opportunity provider.

### 2. Subscriber Name(s) & Social Security Number:

Primary Applicants Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

OR

Co-Applicants Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

*Both the Primary Applicant and Co-applicant are responsible to pay for all rates and charges for all products and services.*

### Authorized Users to Add to Account:

*Authorized Users are optional. Adding authorized users does not mean their name will show up on the bill, but only that the company is authorized to discuss service and account questions with these individuals:*

\_\_\_\_\_  
Legal Name – Print

The Primary Applicant will be established as the account owner. Any Co-Applicant(s) or Authorized User(s) may be removed from the account or account access at any time by written direction provided by the Primary Applicant.

3. Service Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary applicant phone number: \_\_\_\_\_ Co-applicant phone number: \_\_\_\_\_

Please check one: Paper ☐ eBill ☐

### 4. Cooperative Organization – Stock Purchase

Being a cooperative the purchase of a share of stock for \$25.00 is recommended. The ownership of the share of stock is evidenced by the name(s) listed on the stock. The stock should be made out to subscriber(s) listed above.

Being a cooperative, the amount of margins after expenses are allocated to the patrons each year. The patron (subscriber), in order to receive the payment of margins, should inform the cooperative of any change in address. When the cooperative pays dividends, the dividends will be sent to the address on file. Upon receiving a returned check we will try to locate the patron for payment. However, if such person cannot be located, such person agrees to donate such dividend payment for the benefit of the cooperative. By signing you agree to be responsible for prompt monthly payments. In order to maintain our mailing address, please give the name and address of a close relative (other than spouse):

\_\_\_\_\_  
At the discretion of the telephone company, dividends could be applied in full or in part to the customers account if the customer has been late in payments 6 or more times and has been disconnected at least once in the past year.

## 5. Email Address of Record:

Upon establishment of service, your mailing address of record is the billing address for your account. If you wish to establish an electronic address of record, you must provide us written instruction of the email address you wish to designate as your electronic address of record. If you wish to establish an electronic address of record, please complete this section, including checking one or more of the boxes, which will serve as your written instructions. The designation of an electronic address of record for any of the purposes below is optional. If you have not selected eBill, but you choose to establish an electronic address of record, it will not change the billing address for your account. You may revoke any or all of these permissions at any time by written notice to the cooperative.

Email Address of Record: \_\_\_\_\_

If you need an email address, fill in a preferred username. New (@netins.net) \_\_\_\_\_

☐ I hereby designate the above email address as my billing address for eBill.

☐ I hereby consent and grant the company express permission to use the above email address as the electronic address of record in connection with service and/or account inquiries made by an account owner or designated account user(s). This includes without limitation inquiries relating to customer proprietary network information (CPNI), as defined under federal law. This designation will be effective 30 days following the in-service date.

☐ To the maximum extent permitted by law, I hereby consent and grant the company express permission to use the above email address as the electronic address of record in connection with any account or service notice required under any state or federal law or regulation governing communications services provided by the cooperative.

☐ To the maximum extent permitted by law, I hereby consent and grant the company permission to use the above email address as the electronic address of record in connection with any notice or other communication sent by the company and relating to my membership in the cooperative, including without limitation notices of annual or special meetings of the members of the cooperative.

## Establishment of Telephone Service:

### 6. Telephone Bill –Cycle and Payment Due Date

Monthly bills are mailed out on the 10th of the month and are due upon receipt. The bills indicate a payment date no later than the 30<sup>th</sup> of the month (with the exception of February). Payment not received on or before the 30th of the month is subject to disconnection. Local service is billed in advance. Tolls are billed in arrears. For example a June 10<sup>th</sup> billing would include the toll calls for May 1 through May 31.

7. Lifeline Assistance is available for qualifying individuals. Please ask for a Lifeline Assistance form if applicable.

### 8. Available Service and Options (ask about pricing):

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Residential  | <input type="checkbox"/> Call Forwarding (basic, delayed, selective, remote access) |   |
| <input type="checkbox"/> Business   | <input type="checkbox"/> 8 Speed Dial   | <input type="checkbox"/> Anonymous Call Rejection |
| <input type="checkbox"/> Call Waiting   | <input type="checkbox"/> 30 Speed Dial  | <input type="checkbox"/> Do Not Disturb           |
| <input type="checkbox"/> 3 Way Calling  | <input type="checkbox"/> Key System   | <input type="checkbox"/> Priority Call            |
| <input type="checkbox"/> Voice Mail   | <input type="checkbox"/> Additional Lines   | <input type="checkbox"/> Voice Mail to Email      |
| <input type="checkbox"/> Caller ID Number   | <input type="checkbox"/> Selective Call Rejection                                   | <input type="checkbox"/> Music on Hold            |
| <input type="checkbox"/> Caller ID Name   | <input type="checkbox"/> Find Me Follow Me  | <input type="checkbox"/> Automatic Recall         |
| <input type="checkbox"/> Long Distance: <input type="checkbox"/> Interlata <input type="checkbox"/> Intralata       |   | <input type="checkbox"/> Toll Denial              |
| <input type="checkbox"/> Collect Calls: <input type="checkbox"/> Accept <input type="checkbox"/> Block              |   |   |
| <input type="checkbox"/> 3 <sup>rd</sup> Party Call: <input type="checkbox"/> Accept <input type="checkbox"/> Block |   |   |
| <input type="checkbox"/> 900 Call Blocking  |   |   |
| <input type="checkbox"/> Directory: <input type="checkbox"/> Published <input type="checkbox"/> Non-Published       |   |   |

If published, please indicate how to appear in Telephone Directory:

\_\_\_\_\_



### 9. PIC Freeze:

Under FCC rules, Griswold Communications is not allowed to verify customer requests to change long distance carriers. A PIC Freeze ensures that your long distance carrier will not be changed without your knowledge by requiring you to notify the company of any carrier change in advance. Please note, a valid long distance carrier change will be rejected if you do not contact the company. Requests for long distance carrier changes require a service fee.

☐ YES – I wish to add a PIC Freeze to my selection of long distance carriers. By selecting a PIC Freeze option and signing below, I am providing Griswold Communications with express, written approval to add a PIC Freeze to my account at no charge. Please choose ONE of the three options below:

☐ Intralata and interlata long distance carriers

☐ NVT \$0.14/min

☐ Intralata long distance carrier only

☐ NVT \$0.10/min \$3.95/month

☐ Interlata long distance carrier only

Once a PIC Freeze is in place, you must personally contact Griswold Communications by phone or in writing to authorize a change in my long distance carrier.

### blueSURGE Television Service

☐ blueSURGE television \$119.95

☐ Set Top Box \$5.99/box/month

☐ Economy blueSURGE television \$39.95  
(service includes first standard box, additional  
jacks cost time & material)

☐ DVR Service \$3.00/month

☐ HBO Movie Pkg. \$11.99

☐ My TVs App

☐ Cinemax Movie Pkg. \$11.99

☐ Watch TV Everywhere

☐ Starz/Encore Movie Pkg. \$11.99

\_\_\_\_\_ Total # of boxes

### blueSURGE Internet Service

☐ 100M (\$54.99)

\*All speeds are "up to" the speed listed.

☐ 250M (\$69.99)

Certain restrictions do apply. User experience is

☐ 500M (\$99.99)

influenced by devices being used and performance

☐ 1Gig (\$194.99)

capability of those devices as well as wireless router

☐ Wireless Router \$9.99/mo.

capability and environmental conditions.

☐ WiFi Extenders \$9.99/mo./unit

☐ Outdoor WiFi Extender \$19.99

### Tech Home

☐ Protect \$5.99

☐ Add One Desktop \$4.99

☐ Protect Plus \$9.99

☐ Add Mobile Device \$1.99

☐ Support \$14.99

☐ Add Protect Plus \$9.99

### Signature of the Applicant and Co-Applicant Applying for Service:

\*\*Applicant: \_\_\_\_\_

\*\*\*Co-Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

\*\* Even if the application is not signed by the applicant, the acceptance of the service will have the effect of the person signing the application.

\*\*\* Even if the application is not signed by the co-applicant, the co-applicant is responsible for the account.

Griswold Communications reserves the right to evaluate applicant/co-applicant credit for service consideration.

Section for Office Use Only:

In Service Date: \_\_\_\_\_

Telephone/Account #: \_\_\_\_\_

Capital Credit #: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Verify Photo ID: \_\_\_\_\_

## Broadband Facts

**Griswold Communications**  
Internet Only 100 Mbps  
Fixed Broadband Consumer Disclosure

**Monthly Price** **\$54.99**

This monthly price is an introductory rate **No**

### Additional Charges & Terms

Provider Monthly Fees	
Router Lease	\$9.99 per month
One-Time Fees	
Installation Fee	\$90.00 - Waived for signed contract
Deposit Fee	Varies by Service
Other One Time Fee	\$10.00 Account Setup Fee
Early Termination Fee	\$90.00 if contract is not satisfied
Government Taxes	Varies by Location

### Discounts & Bundles

There are no special discounts for this offering.

### Speeds Provided with Monthly Price

Typical Download Speed	100 Mbps
Typical Upload Speed	50 Mbps
Typical Latency	15 ms

Network Management Policy [Read our Policy](#)  
Privacy Policy [Read our Policy](#)

### Customer Support

Phone: 712-778-2121  
Email: [gctc@netins.net](mailto:gctc@netins.net)

Learn about the terms used on this label. Visit the Federal Communications Commission's Consumer Resource Center.  
[fcc.gov/consumers](http://fcc.gov/consumers)

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## Broadband Facts

**Griswold Communications**  
Internet 250 Mbps  
Fixed Broadband Consumer Disclosure

**Monthly Price** **\$69.99**

This monthly price is an introductory rate **No**

### Additional Charges & Terms

Provider Monthly Fees	
Router Lease	\$9.99 per month
One-Time Fees	
Installation Fee	\$90.00 - Waived for signed contract
Deposit Fee	Varies by Service
Other One Time Fee	\$10.00 Account Setup Fee
Early Termination Fee	\$90.00 if contract is not satisfied
Government Taxes	Varies by Location

### Discounts & Bundles

There are no special discounts for this offering.

### Speeds Provided with Monthly Price

Typical Download Speed	250 Mbps
Typical Upload Speed	125 Mbps
Typical Latency	15 ms

Network Management Policy [Read our Policy](#)  
Privacy Policy [Read our Policy](#)

### Customer Support

Phone: 712-778-2121  
Email: [gctc@netins.net](mailto:gctc@netins.net)

Learn about the terms used on this label. Visit the Federal Communications Commission's Consumer Resource Center.  
[fcc.gov/consumers](http://fcc.gov/consumers)

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## Broadband Facts

**Griswold Communications**  
Internet 500 Mbps  
Fixed Broadband Consumer Disclosure

**Monthly Price** **\$99.99**

This monthly price is an introductory rate **No**

### Additional Charges & Terms

Provider Monthly Fees	
Router Lease	\$9.99 per month
One-Time Fees	
Installation Fee	\$90.00 - Waived for signed contract
Deposit Fee	Varies by Service
Other One Time Fee	\$10.00 Account Setup Fee
Early Termination Fee	\$90.00 if contract is not satisfied
Government Taxes	Varies by Location

### Discounts & Bundles

There are no special discounts for this offering.

### Speeds Provided with Monthly Price

Typical Download Speed	500 Mbps
Typical Upload Speed	250 Mbps
Typical Latency	15 ms

Network Management Policy [Read our Policy](#)  
Privacy Policy [Read our Policy](#)

### Customer Support

Phone: 712-778-2121  
Email: [gctc@netins.net](mailto:gctc@netins.net)

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[fcc.gov/consumers](http://fcc.gov/consumers)

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## Broadband Facts

**Griswold Communications**  
Internet 1 Gbps  
Fixed Broadband Consumer Disclosure

**Monthly Price** **\$194.99**

This monthly price is an introductory rate **No**

### Additional Charges & Terms

Provider Monthly Fees	
Router Lease	\$9.99 per month
One-Time Fees	
Installation Fee	\$90.00 - Waived for signed contract
Deposit Fee	Varies by Service
Other One Time Fee	\$10.00 Account Setup Fee
Early Termination Fee	\$90.00 if contract is not satisfied
Government Taxes	Varies by Location

### Discounts & Bundles

There are no special discounts for this offering.

### Speeds Provided with Monthly Price

Typical Download Speed	1000 Mbps
Typical Upload Speed	500 Mbps
Typical Latency	15 ms

Network Management Policy [Read our Policy](#)  
Privacy Policy [Read our Policy](#)

### Customer Support

Phone: 712-778-2121  
Email: [gctc@netins.net](mailto:gctc@netins.net)

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[fcc.gov/consumers](http://fcc.gov/consumers)

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Initial here after viewing labels: \_\_\_\_\_



1. **Terms and Conditions.** These General Terms and Conditions govern any and all communications services ("**Service**") and ancillary equipment ("**Equipment**") you order and receive from Griswold Cooperative Telephone Company (together with any subsidiaries or affiliates providing any Service or Equipment, "**we**," "**us**," or the "**Company**"). These General Terms and Conditions of Service are incorporated into your Service Agreement. By ordering and accepting Service, you agree to adhere to these General Terms and Conditions, including any modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with these General Terms and Conditions, your Service may be suspended or disconnected.
2. **Additional Terms.** Our Services are diverse, so sometimes additional terms and conditions will apply. For example, Service will or may be subject to (a) your Service Application/Agreement; (b) the Company's Service-specific Terms and Conditions and Service Tariffs or Service Catalogs (as applicable); (c) the Company's Acceptable Use Policy; and (d) your selected Service Package(s) (items (a)-(d) collectively, the "**Additional Terms**"), each of which you should read carefully before ordering or activating any Service. By accepting Service, you agree to adhere to all Additional Terms applicable to your Service, including any modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with any applicable Additional Terms, your Service may be suspended or disconnected.
3. **Rates; Invoicing.** Nonrecurring and recurring charges for Service are as set forth in your selected Service Package and/or the rate schedules maintained by the Company, current versions of which are available upon request. All Service charges, along with applicable local, state and federal taxes, regulatory assessments, fees and charges, cost recovery charges and other applicable charges and fees will be itemized on your invoice. You must pay all charges for your Service, including all applicable taxes, fees and surcharges, by the due date on the invoice. If you have signed up for electronic billing, we will not mail you a paper invoice. Invoice information will remain available in your account information or by calling us at our customer service number. Failure to pay invoices when due may result in late payment fee of \$15.00 and/or other penalties, including suspension or disconnection of Service. An additional installation charge and/or a minimum service term may be required to restore Service. If we don't receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collection efforts, including attorneys' fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment and late payment charges will not constitute waiver of any of our rights to collect the full amount due.
4. **Service Term.** Depending on the Service Package you select, you may receive Service for an agreed minimum term (your "**Contract Term**"). In the absence of any Contract Term or after any Contract Term has expired, you will receive Service on a month-to-month basis until Service is canceled by you or disconnected by us in accordance with your Service Agreement. If you select a Contract Term, you understand that you have received a special rate and/or we have incurred costs in exchange for your commitment to the full Contract Term. **If your Service is downgraded, canceled or disconnected prior to the end of an agreed Contract Term, you may be charged an early termination fee ("ETF") as set forth in your Service Agreement. If your pricing is based on a bundled package of Service, downgrading, canceling or disconnecting any Service within the bundle may, in addition to an ETF, result in increased pricing for the remaining Services.** ETFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancellation or disconnection of Service.
5. **Changes to Terms.** We reserve the right to change these General Terms and Conditions or any Additional Terms upon thirty (30) days written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication. You may, upon receipt of notice of such change, cancel your Service Agreement; provided that no early termination fee will apply if the communicated change would materially adversely modify the terms (including price) of Service or your rights under your Service Agreement. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.
6. **Credit Check; Deposits.** In connection with your request or application for any Service, we may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. By applying for Service, you authorize the Company to investigate or verify your credit history and to share credit information with credit reporting agencies. We may require a deposit for you to establish Service or obtain Equipment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to applicable law and regulations, apply your deposit toward payment of outstanding charges.
7. **Service Accounts.** Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more "authorized users" who will have access to account information and may make certain account changes in accordance with our policies. As the owner of the account, you are responsible for designating (or changing the designation) of any authorized users. You will hold the Company harmless from

any claims arising from account instructions given or inquiries made by you or any authorized user. You may not assign or transfer your rights or obligations under your Service Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number. You are responsible for keeping all billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of service and may subject you to civil or criminal liability.

**8. Equipment.** Equipment is provided to you for the term of Service and solely for your use in connection with lawfully receiving and using Service. We may from time to time sell you certain Equipment at a price and otherwise on such terms as are specified in a purchase order or equipment purchase agreement. Ownership of, and title to, any purchased Equipment shall transfer to you at the time of sale. You will bear all risk of loss, theft or damage to purchased Equipment. We may from time to time lease to you certain Equipment at a price and otherwise on such terms as specified in a service order or equipment lease. In connection with certain Service Packages, Equipment may be licensed to you at no additional charge. All leased or licensed Equipment remains the property of the Company and must be maintained and returned as provided herein. You may elect to independently acquire or supply equipment ("**Customer Supplied Equipment**" or "**CSE**") instead of buying, leasing or using Equipment provided directly by us. The Company shall not be responsible in any way for the compatibility or fitness for use of any CSE, including any end-user devices. We will install Equipment provided by us in accordance with our policies as in effect from time to time. You acknowledge that the Company is not the manufacturer of, nor a dealer in, any Equipment.

**9. Access to Premises.** We may enter into, upon and over your premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove Equipment. To the extent the same is consistent with your ownership of the premises, you grant the Company a license to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all Equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its Equipment as contemplated herein.

**10. Safekeeping of Equipment.** You are responsible for the safekeeping of all Equipment placed in or on your premises. The Company has no responsibility for replacing Equipment destroyed or damaged by your misuse, abuse or neglect. In the event that any Equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you may be liable to the Company for an equipment recovery fee ("**ERF**") up to the full cost of repair or replacement of such Equipment.

**11. Return of Equipment.** If you cancel Service or if Service is disconnected by us, then you must return any leased or licensed Equipment to the Company during regular business hours, Monday through Friday (except holidays), within twenty (20) days of the cancellation or disconnection of Service. **Do not return Equipment by mail or delivery service.** The Equipment must be returned to the Company in the same condition that you received it, except for normal wear and tear. All Equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancellation or disconnection. If you are unable to travel to the Company's business office or other designated location to return the Equipment, you may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse your obligation to return Equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up. If after twenty (20) days from cancellation or disconnection of Service, any leased or licensed Equipment has not been returned to the Company, you may be liable to the Company for an ERF in an amount up to the full cost of replacement of such Equipment. ERFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancellation or disconnection of Service.

**12. Service and Repairs.** The Company undertakes reasonable efforts to maintain its network and respond to service or trouble calls in a timely manner. The Company will use commercially reasonable efforts to repair damage to Company-provided Equipment or interruption of Service due to reasonable wear and tear or technical malfunction.

**13. Indemnification.** You agree to hold harmless and indemnify us and our affiliates, officers, agents and employees from any claim, suit or action arising from or related to your abuse or misuse of any Service or Equipment, or any other violation of your Service Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or in connection with the same.

**14. Disclaimer of Warranties.** WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR EQUIPMENT, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED

WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**15. Limitation on Remedies.** The Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following:

- an act or omission of an underlying carrier, service or content provider, vendor or other third party;
- Equipment, network or facility failure;
- Equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- Equipment, network or facility shortage;
- Equipment or facility relocation;
- Service, Equipment, network or facility failure caused by the loss of power;
- any act or omission by you or any person using your Service or Equipment; or
- any other cause that is beyond the Company's control, including, without limitation, a failure of or defect in any hardware, software or Equipment.

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER YOUR SERVICE AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE SERVICES OR EQUIPMENT WE PROVIDED, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**16. Conflicts of Terms.** Your Service Agreement and our contractual relationship with you shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law. Any conflict among or between the terms and making up your Service Agreement will be resolved in accordance with the following order of precedence (from highest to lowest priority):

- (a) your Service Application/Agreement, including the terms of your selected Service Package;
- (b) the Service-Specific Terms and Conditions for each Service and our Service Tariffs or Service Catalog;
- (c) our Acceptable Use Policy; and
- (d) these General Terms and Conditions of Service.

## **IMPORTANT NOTICE CONCERNING YOUR HOME TELEPHONE SERVICE**

### ***Backup Power for Home Phone Services during Power Outages***

For many years, your home phone would allow you to stay connected to emergency voice services during a power outage. However, many of today's advanced home phone services require backup battery power to continue functioning during an outage. To avoid a disruption of home voice service during an outage – and to maintain the ability to connect to 911 emergency services – Griswold Cooperative Telephone Company installs and maintains backup power for wired phones.

### ***What Your Battery Can – and Can't – Do for You***

Our backup battery for voice service allows you to continue to use your voice service during a power outage. Without a backup battery or alternate backup source such as a generator, customers will not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your phone is by using some form of backup power. Our backup battery does not provide power to any services other than voice. Home security systems, medical monitoring devices and other equipment will not run on the voice backup battery.

### ***Purchase and Replacement Options***

An 8 hour battery backup solution is provided to all voice customers at no additional charge. You may purchase additional batteries (including a 24 hour battery) or replacement batteries consistent with your individual needs.

### ***Expected Backup Power Duration***

Backup batteries are expected to last at least 8 hours on standby power. The backup battery should give you 6 hours of talk time. If you feel that is not enough time, you may extend your standby power by purchasing a 24 hour battery or additional 8 hour batteries.

### ***Instructions for Proper Care and Use of Your Battery***

Environmental factors such as temperature can shorten your battery's useful life. We recommend that you store your battery above 40°F and below 120°F. The uninterrupted power supply (UPS) maintains the charge of the battery for its expected service life. Batteries will not last forever and will need replacement when your device starts to make a periodic beeping sound. That sound means that the battery is depleted and must be replaced. If your alarm is silenced, you will not hear the alarm. Griswold Communications also receives an alarm in regard to the battery status and will contact you to schedule replacement.

To periodically test the battery status, unplug the unit from the electrical outlet. The alarm should beep (if not silenced) and the DC light will come on. Plug the unit back in for the DC light to go out.