

# Randolph Communications MEMBER RESIDENTIAL SERVICES AGREEMENT

Taxes & Fees  
Not Included in Plans

**BUNDLED SERVICES:** *Select Option 1 or 2 below for a Bundled Service.*

**Option 1 – DOUBLE PLAY BUNDLE: Phone & Internet (check one):**

- \$79.95 (3 Mbps/768 Kbps) /10 cents a minute
- \$89.95 (Unlimited & 6 Mbps/768 Kbps)
- \$99.95 (Unlimited Voice & 8 x 2 Mbps)\*
- \$117.95 (Unlimited Voice & 15x3 Mbps)\*
- \$137.95 (Unlimited Voice & 25x5 Mbps)\*
- \$177.95 (Unlimited Voice & 50x5 Mbps)\*
- \$227.95 (Unlimited Voice & 100x10 Mbps)\*

VoiceMail Preferences: # of rings before voicemail answers \_\_\_\_  I do not want voicemail with my bundle.

**Option 2 – TRIPLE PLAY BUNDLES: Phone, Internet & MyTV (check one):**

- \$143.90 (10 ¢/min, 3 Mbps/768 Kbps) & MyTV
- \$153.90 (Unlimited, 6 Mbps/768 Kbps & MyTV)
- \$163.90 (Unlimited Voice, 8x2 Mbps & MyTV)\*
- \$181.90 (Unlimited Voice, 15x3 Mbps & MyTV)\*
- \$201.90 (Unlimited Voice, 25x5 Mbps & MyTV)\*
- \$241.90 (Unlimited Voice, 50x5 Mbps & MyTV)\*
- \$291.90 (Unlimited Voice, 100x10 Mbps & MyTV)\*

VoiceMail Preferences: # of rings before voicemail answers \_\_\_\_  I do not want voicemail with my bundle.

**NON-BUNDLED SERVICES:** *If a Bundle Option was not selected, then select one or more options below.*

**BASIC PHONE (REQUIRED):**

- Basic Phone (\$24.50)
- Voice Unlimited - \$58.00

**Long Distance Plans:** (if no plan selected then Basic rate applies)

- Economy Plus (\$3.95/mon. per line)
- Advanced Plan (\$4.95/mon. per line)
- Responsible Dialing Plan (\$5.95/mon. per line or \$9.95 per 2 lines)  
(see page 6 for per minute rates)

**INTERNET (check one):** *(For internet only, phone is required)*

- \$49.95 - Premium (3 Mbps/768 Kbps)
- \$59.95 - Fast (6 Mbps/768 Kbps)
- \$69.95 - Ultra (8 Mbps/2 Mbps)\*
- \$77.95 - Turbo (15x3 Mbps)\*
- \$97.95 - Express (25x5 Mbps)\*
- \$137.95 - Ultimate (50x5 Mbps)\*
- \$177.95 - Extreme (100x10 Mbps)\*

**MyTV ONLY (package prices includes first 2 TV's):**

- \$19.95 - Essential Pkg.
- \$65.95 - Classic Pkg. with Bundle (Phone & Internet)
- \$70.95 - Classic Pkg. (Also includes Essential & Music Channels)

**ADD-ON'S:**

- \$8.95 – Variety Pkg.
- \$5.95 – DVR Access
- \$5.95 – HD Access (for 2 TV's, ea. Add'l \$4.95) x \_\_\_\_
- \$3.99 – Each add'l TV (3<sup>rd</sup>, 4<sup>th</sup>, etc.) x \_\_\_\_
- \$15.00 IP Access *(required for non-internet subs.)*

**PREMIUMS:**  \$11.95 - STARZ/ENCORE  \$10.95 - CINEMAX  \$16.95 - Showtime/TMC  \$18.95 - HBO  \$49.50 - NFL RedZone

**MAINTENANCE PLANS (select one if bundle not selected):**  \$2.95 Phone Only  \$2.95 TV Only  \$4.95 Phone & Internet  \$6.95 Phone/Internet/TV

**SECTION 6:**

\* Requires Fiber

**INSTALLATION PLANS (select one):**

- 36-Month Commitment – FREE Installation on Internet & MyTV
- \$99 – Internet Installation (no commitment)
- \$199 – MyTV Installation (no commitment)

**REQUIRED: To aid with INTERNET installation, complete:** (\*Add'l charges may apply):

Email Address/Username: \_\_\_\_\_@rtmc.net  
 Password: \_\_\_\_\_ (at least 8 characters including 1 number)  
 Home #: \_\_\_\_\_  
 Best Contact #: \_\_\_\_\_  
 Network multiple computers? Y\*/ N                      Jack near computer? Y/ N\*

Print Name

Signature

Date

**Randolph Telephone Telecommunications Inc. (RTTI)**

**LETTER OF AUTHORIZATION**

**Billing Name & Address:**

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Yes, I understand that by signing and returning this form, I authorize RTTI to switch me to RTTI Long Distance for my **Inter-LATA** (calls made to destinations outside my Local Access and Transport Area – see current telephone directory for NC LATA map) and International calls. I understand that there may be a fee for making this change, but RTTI will compensate me for that fee. I designate RTTI to act as my agent to make this change. Please switch the telephone number(s), including Fax and Modem lines, listed below to RTTI Long Distance.

Yes, I understand that by signing and returning this form, I authorize RTTI to switch me to RTTI Long Distance for my **Intra-LATA** (regional toll calls made to destinations within my Local Access and Transport Area – see current telephone directory for NC LATA map). I understand that there may be a fee for making this change, but RTTI will compensate me for that fee. I designate RTTI to act as my agent to make this change. Please switch the telephone number(s), including Fax and Modem lines, listed below to RTTI Long Distance.

I understand that I may choose only one (1) Inter-LATA and one (1) Intra-LATA long distance company for each telephone number.

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_                      ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**PIC FREEZE REQUEST / AUTHORIZATION**

In order to be protected from any unauthorized switching of my **Inter-LATA** Carrier choice of RTTI, I hereby authorize RTTI to apply a "PIC FREEZE" to my Inter-LATA long distance account on these Telephone Numbers:

In order to be protected from any unauthorized switching of my **Intra-LATA** Carrier choice of RTTI, I hereby authorize RTTI to apply a "PIC FREEZE" to my Intra-LATA long distance account on these Telephone Numbers:

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_                      ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

I understand that there is no charge for this service, and that I will be unable to change carriers unless my "PIC Freeze" is removed at my request by contacting my local telephone company's business office.

**Signature(s)** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

## Randolph Communications Terms and Conditions

I agree to subscribe to the RC High-Speed Internet Plan checked above, beginning on the date of installation of service. The monthly recurring rate as indicated. Standard installation charges will apply, unless other installation promotions are in place at the time of installation. I understand that if I do not fulfill the term commitment for this agreement, I am required to pay a \$499 early termination fee based on the selected commitment term that will be pro-rated. Other charges and conditions may also apply. A credit check will be completed to determine if other up-front fees are required. Standard installation includes connection of the internet service to one (1) computer. Additional computers may be networked to the internet service for an additional fee(s). Any internet or TV customer who does not sign a 36-month commitment must pay a non-refundable \$499.00 installation fee up front.

I understand and agree that I have requested RC to analyze and configure my computer system for internet services. I understand it is my responsibility to make sure that my computer system has been completely backed-up prior to any installation of hardware and/or software necessary to access high-speed data services. The actual connection speeds experienced by the customer will vary. I understand that RC shall not be responsible or liable for (1) Any file loss or corruption; (2) Hardware/software failure or corruption; (3) Any hardware or software configurations which may make the system unusable; and/or (4) Electrical surges that may cause damage to connected devices. RC is not responsible for any problems with my computer following the installation or repair of data services. I understand that if there is a modem failure within the commitment window, RC will replace the modem with a comparable unit. If the modem becomes inoperable after the commitment window, then I agree to replace the modem at my expense. RC is not responsible for problems with my computer following the installation of high-speed data service pursuant to this agreement. I hereby waive any claims I may have to bring any action against RC for any of the aforementioned failures, losses or defects. I acknowledge and understand these Terms and Conditions. No other agreement, verbal or otherwise, shall be binding upon the parties hereto.

**Unlimited Long Distance Terms & Conditions** - Customers may subscribe to local service provided by Randolph Communications and Randolph Telephone Telecommunications Inc. (RTTI) long distance. Calls not included in the Unlimited packages will be billed at tariff rates. The unlimited plan is for residential voice calls terminating within the continental U.S. (excludes Hawaii & Alaska) only. This plan may not be used to place calls to on-line data services, or internet access services. The plan may not be used for commercial use or for any services that do not involve a person-to-person conversation or voice message. Calling card services, calls to International exchanges, calls to 900 numbers, Directory Assistance, operator services, data calls, calls to Hawaii & Alaska and any other use of the line not included. RC reserves the right to discontinue or change service to customers on the Unlimited Long Distance Plan if the Company determines that the long distance calling patterns are atypical of normal residential usage. If the Company determines that usage is not consistent with typical residential customer usage, the customer may be subject to discontinuation of this service and additional fee or offered an alternative plan at the Company's sole discretion. Additional regulatory charges apply with package. This package may not be used to qualify for any other tariff packages; all other tariff discounts do not apply. Billing month-to-month and rates are subject to change. RC reserves the right to discontinue the plan at its sole discretion with due notice to the customer. All elements of bundle must be retained to qualify for package pricing.

**Bandwidth, Data Storage and Other Limitations** - RC offers multiple packages of Service with varying speeds and features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage, electronic mail and other Limitations of Service that correspond with the package of Service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in RC's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede RC's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth (as determined by RC), RC may terminate, suspend, or require you to upgrade the Service and/or pay additional fees.

RC reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, anti-virus mechanisms, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of RC may affect the performance of the Service. RC reserves the right to enforce limits on specific features of the Service including, without limitation, email storage (including deletion of dormant or unchecked email) and web hosting maximums. Visit Limitation of Services to learn the limits on specific features of the Service

**Limitation of Liability** - It is understood that RC is not an insurer, and that customer is responsible for obtaining any insurance coverage. Customer agrees to look exclusively to customer's insurer to recover for injury or damage in the event of any loss or injury, and releases and waives all right of recovery against RC arising by way of subrogation. The amount payable to RC hereunder is based upon the value of the services and the scope of liability as herein set forth and is unrelated to the value of the customer's property or property of others located in the customer's premises. The customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, including RC's negligence, shall be a refund of any service charges and fees paid to RC by the customer up to the time the damage is discovered. RC shall in no event be liable for any consequential or incidental damages of any nature, including without limitation, damages for personal injury, damages to property, or loss of business. Unless a longer period is required by applicable law, any action against RC in connection with this system must be commenced within one year after the cause of the action has accrued. The provisions of this paragraph shall apply if loss, damage or injury irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of RC, its agents or employees. It is further agreed that the limitation on liability, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated RC companies. In the event any person not a party to this agreement shall make any claim or file any lawsuit against RC in any way relating to the equipment or services that are subjects of this agreement, including for failure of its equipment or services that are the subjects of this agreement, including for failure of its equipment or service in any respect, customer agrees to indemnify and hold harmless RC from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

**Limited Warranty** - If any equipment supplied by RC pursuant to this Service Agreement is found to be defective in material or workmanship within twelve (12) months of the date of completion or installation, then any such equipment will be repaired or replaced at RC's option with new or functionally operative equipment. Labor and material required to repair or replace such defective equipment will be free of charge for a period of twelve (12) months following the completion of the original installation. This limited warranty does not apply to: a) damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse; b) failure of the customer to properly follow operation instructions provided at the time of installation or at a later date; and c) trouble due to interruption of commercial power or to the phone service. The foregoing limited warranty is in lieu of all other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No agent, employee or representative of RC, nor any other person, is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

**Acknowledgment & Consent** - Customer hereby acknowledges that RC has the capability to identify the URLs of the sites on the web that the customer accesses through his/her RC High Speed Data Service. Customer hereby consents to RC's access to and use of that information to improve its High Speed Data Service offerings. If the customer does not consent to such access to and use of this information, customer can request to be designated as "anonymous." RC will continue to track such usage information on an aggregated basis, and will not associate such usage with customer's name or account number.

**General** - RC assumes no liability for delays in installation of equipment and line, or for interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of RC. RC is not required to supply service to customers during an interruption of service should the problem persist. Customer grants permission to RC to enter his/her premises if necessary to perform service to equipment as agreed herein. This agreement constitutes the entire agreement between the customer and RC. In executing this agreement customer is not relying on any advice or advertisement of RC. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in the agreement shall not be binding upon any party, and that the terms and conditions hereof applied as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order, service or other document submitted by the customer. Customer understands that should the power fail while being serviced on fiber optics then phone service will be lost once battery back-up loses power.

**Inside Wire/Internet/MyTV Maintenance:** Phone plan includes all wiring inside the home that was installed to code, and also covers the maintenance and/or replacement of the battery back-up for fiber-optic subscribers. **MyTV:** All coax and cat5 wiring and remote controls. A limit of two remote control replacements available within a 12-mon. period if deemed that equipment was faulty. \$47.50 service fee applies. **Internet:** All wiring to modem, DSL filters. If no plan is chosen then customer is acknowledging responsibility for payment of all charges for service calls to the customer's premise if it is determined that the trouble is caused by the inside wiring, jacks or customer-owned equipment and not the company's equipment. Customers who do not select maintenance plan will be charged \$90 per hour for labor and material costs on service calls for interior wiring and equipment issues. At any time RC staff deems equipment is not safe and could cause harm to employee(s) then RC reserves the right to revoke inside wire maintenance. RC reserves the right to revoke inside wire maintenance should a customer abuse the replacement of wiring due to cleanliness and biohazards that result in multiple equipment replacements.

**Term & Termination:** This agreement will have either a month to month term or 36-month term as selected by you when order is placed. At the end of Agreement's initial Term, Agreement will automatically renew for successive one mon. period ("Renewal Terms") unless either party provides the other party of its intent not to renew. If I choose to discontinue bundling services, current rates apply for all components unless customer is discontinuing internet or TV. Any 36-mon. commitment not fulfilled must pay the following penalties: Cancellation of internet, \$99; TV, \$199. All fees apply as stated unless special promotion is active at the time order is placed.