

BURKE'S GARDEN TELEPHONE CO. Inc.
General Telephone, Broadband Internet information/Billing procedures and policies.

Application for Telephone Service

To apply for service with Burke's Garden Telephone Company you ***must provide a picture ID and at least one of the following:***

- Valid Driver's License number.
- Social Security Card Number.
- Immigration and Naturalization Service Identification Number.
- US Passport Number.
- Other identification acceptable to BGTCO.

Note: The providing of the Social Security Number is voluntary if another acceptable item of identification is provided. ***If customer is unable to supply the above requirements phone service will not be able to be established until the customer can provide the requirements.***

New Telephone Installation Charges: Moves/ Changes

A new service provides a *single drop* fiber to a *single ONT (Optical Network Terminal)* at the customer facility. An installation charge of \$45.00 is required prior to **NORMAL*** installation for telephone service which may include Broadband Internet and/or television service.

Drops to additional buildings will be billed for cost of materials, labor and vehicles as explained in the Normal Install information below.

MOVES & CHANGES INFORMATION:

On an existing service:

a. Add an extension jack: \$99.00 plus cost of any extra material for each additional jack.
Burke's Garden Telephone Co. will provide the jack and wiring for the extension.

b. Off premise extension: Add an extension to another building/structure. Cost of materials, \$68.00 per hr for labor, \$52.00 per hr. per vehicle. (Minimum of 1 hour)

c. Add a "mileage" line. Burke's Garden Telephone Co. no longer offers mileage lines since we no longer maintain copper lines from the customer facility. In the rare cases where a mileage line was installed prior to Burke's Garden Telephone going to full fiber optic service, and the copper was maintained for that customer to keep the "mileage" line, it will continue to be billed at the rate of \$4.00 per month.

No additional lines will be extended for that customer, but the existing line will be maintained as long as the existing copper is functional. Should that copper line become so deteriorated that it will no longer provide service, BGTCO will not replace the copper and the "Mileage" line will be discontinued. Regular fiber telephone service can be provided to that previously mileage service.

d. Relocate ONT (Optical Network Terminal). Actual cost of relocation of fiber, ONT and UPS (Uninterruptable Power Source), wiring. (Actual cost of materials, \$68.00 per hr. for labor and \$52.00 per hr. per vehicle).

e. Provide cable to customer for burial of an existing overhead drop.
Actual cost of material, labor (\$68 per hour) and vehicles (\$52.00per hour).

*** "Normal" installation is a fiber optic cable not to exceed 600 feet and two poles to access the customer facility and placement of the optical network terminal. All installations that exceed this criteria will be at the customer's expense of "actual" cost for material, labor at the rate of \$68.00 and vehicles at the rate of \$52.00 per hour.**

“Normal” installation will include a single telephone drop to a location in the facility on which the ONT is located.

Normal may include the wiring or Wi-Fi extension for each television which receives a “Set-Top-Box”, and a single location for the Broadband Internet gateway. (See Set-Top-Box for that cost after the first TV install).

NOTE: After the initial installation of wiring for a TV location, should the customer decide to add additional Set-Top-Boxes, the wiring or Wi-Fi will be billed at cost and material as explained above. Date Approval by the BOD 05/16/2017

Service Deposit

A deposit of \$100.00 is required prior to installation and connection of telephone service/s or other communication services as may be provided.

The deposit is refundable after 12 months of uninterrupted service if the customer has not accumulated breaches in this service agreement to include no late or overdue bill payments. If such breaches have occurred the deposit will be retained by BGTCO. until a continuous 12 month period of no abnormalities has been completed.

A deposit of up to \$250.00 may be required when a customer’s credit check reveals a history of delinquent and non-payments. In such cases the deposit may not be refunded to the customer at the completion of one year of favorable response to company billing, but rather at the termination of service, less any unpaid balances. At the completion of five (5) years of continuous service with no abnormalities as described above, a refund of \$150.00 may be returned to the customer.

Partial Payments

Customers who pay partial payment that appear on the “Late Notice” may not continue those partial payments longer than three (3) months.

A complete payment for all services provided must be posted no later than 95 days after a customer begins partial payments. Failure to make a complete payment will result in a “suspension” of regular service.

SUSPENSION A service which has been “suspended” will not be able to make outgoing calls or receive incoming calls. However, all 911 services will continue until a service “Disconnect” has been issued.

DISCONNECT A service disconnect will be completed when a customer has requested a termination of service with an agreed date. A disconnect may also occur when a customer has been suspended for three (3) months and no arrangement for payment has been pursued or agreed upon.

Custom Calling Features

<u>Description</u>	<u>Cost per month</u>
Individual features	
Call Waiting	\$1.75
Call Waiting & Cancel	\$2.00
Speed Dialing 8 (8 speed numbers)	\$1.50

Speed Dialing 30 (30speed numbers)	\$2.00
Three-Way calling	\$3.00
Caller ID	\$6.50
Call Waiting, Called ID	Included in the above caller ID Distinctive
Ringling	\$4.00
<u>Call Forwarding Feature Options</u>	
Call Forwarding	\$1.50
Remote Call Forwarding	\$1.50
* In house wiring maintenance.	\$0.75
(available after wiring inspected &, if required, upgraded to company standards)	

Distinctive Ringing Option \$4.00

Package Savings Plans

- | | |
|--|--------|
| 1. Call Waiting / Call Forwarding and Speed Dial 8 | \$4.25 |
| 2. Call Waiting / Call Forwarding and Speed Dialing 30 | \$4.75 |
| 3. Call Waiting and Three-Way Calling | \$4.25 |
| 4. Call Waiting / Three-Way Calling and Speed Dial 8 | \$5.75 |
| 5. Call Waiting / Three-Way Calling and Speed Dial 30 | \$6.00 |

- | | |
|--|--------|
| *Call Forwarding may be added to Packages 3, 4, or 5 for an additional charge. | \$1.00 |
| ** Caller ID may be added to any savings package for an additional charge. | \$5.50 |

NOTICE: THESE NEW LONG DISTANCE RATES BECOME EFFECTIVE 9/1/2013

Keep all your telephone services in a single monthly bill with the following LD Plans.

- | | |
|--|---|
| LD Plan # 1 – BGTCO Basic = No Monthly Fee | \$0.08 cents per minute. 24X7 |
| LD Plan # 2 – Nationwide 150 minutes = \$9.90 | \$0.06 cents per minute. 24X7 LD |
| Plan # 3 – Nationwide Unlimited = \$24.95 with the Extended Calling Plan- RTP2. (\$29.95 with other plans.) | |
| \$19.95 when adding to either ”Triple Play” or “Duo” packages. | |
| LD Plan # 4 – Nationwide 300 minutes = \$15.90 | \$0.055 cents per minute. 24X7 |

NOTE: All Plans are “In State & Continental 48 states”.

Programming fees are waived for customers selecting BGTCO

Programming fees are \$5, Inter or Intra. \$7.50 when combined. One free programming per year.

* When a customer exceeds the minutes allotted in their plan all additional minutes are billed at **\$0.05 per minute after 9/1/2013**

* **Calling increments are: Minimum of one minute and 30 seconds after the first minute**

The above plans DO NOT include applicable Federal and/or State, VDOT or E- 911 Taxes.

NOTE: International rates are available. Call for details

Billing Procedures

Billing for local service and equipment is billed one month in advance. Calls are billed for the month prior to your current bill. Long distance charges are included only if not billed directly by the long distance carrier.

The billing date is shown on your bill. Bills are due upon presentation and are delinquent if not paid by the "Due by Date" shown on the bill.

If the payment will not reach us by that date, call the number indicated on your bill.

Payment of the bill may be made by use of the enclosed return envelope.

The customer may also have their bill drafted from their bank checking or savings account. This will require the completion of forms as required by your bank and BGTCO. Inform the person taking your application or call the contact number given on your bill to arrange for this procedure.

Late Charges

Customers are responsible for paying their telephone bills on time. If payment in full is not received by the "due date" additional late payment charges of one and one-half percent per month of the unpaid portion of the bill is added to the next bill. *Delinquent accounts will be advised of a potential suspension of service by means of a "late notice" "pink slip" separately mailed on the first of the month, after 60 days of nonpayment.*

If payment, in full, is not received prior to the suspension (disconnect) date shown on the late notice, service will be suspended.

If service is suspended for non-payment a reconnection charge of \$25 will be required to restore service.

Services which proceed to "disconnect" will require a service deposit, installation and other charges as may be necessary to restore service.

NOTICE: A fee of \$30.00 will be charged for any check returned by the bank for in-sufficient funds.

Disputed Telephone Bills

If a question should arise concerning calls on your bill for which you do not think you are responsible, call the number noted on your bill, explain the

possible error and the representative will help by beginning the investigation. If the error cannot be readily resolved you will be advised to pay the undisputed portion of the bill in order to maintain a good payment record. The investigation will continue until it can be satisfactorily determined if the charges are legitimate or not. Should the charges be determined to be the customer's responsibility, the amount disputed will be billed in the following month's bill.

NOTE: When Disputed Billing cannot be resolved at the local level, it may be referred to The State Corporation Commission's "Division of Communications" at 1-804- 371-9967

Their address: 1300 East Main St.

P.O. Box 1197 Richmond, VA 23218

Medical Emergency Notification.

If suspension of telephone service will aggravate or create an additional medical emergency for a resident of your household, suspension may be deferred by contacting the representative at the number noted on your bill and entering into an equitable payment arrangement. Those arrangements can include removal of certain services which will not impact the medical emergency and continuing only the required services. This will prevent undue mounting of bills for services unnecessary at that time, and reduce unpaid penalties and service interruptions.

NOTE: It is the responsibility of the customer to pay all bills for which service has been rendered regardless of agreements made to accommodate the customer's temporary or medical needs.

Third Party Notification.

Residential customers may choose a third party to receive copies of denial notices sent to you because of overdue telephone bills. The person selected must agree to become a third party and notify BGT of such in writing.

NOTE: They are not responsible for paying your bills, but may act on your behalf and help work out payment arrangements and terms.

Long Distance Carrier Billing.

Burke's Garden Telephone Company will not bill customers for long distance service provided by other than BGTCO. You will receive a separate bill from that selected company.

Consumer Information.

Cordless Phones

Cordless phones operate on radio channels. Anyone using a cordless phone on the same frequency, or using a scanner which will operate on the cordless phone frequency, may listen to your telephone conversations thereby compromising your privacy.

Of as much importance, another cordless phone operating on the same frequencies as your cordless phone, and within close proximity of your cordless phone base station, may make calls on your telephone number, and accumulate charges, for which you will be unaware. BGT has no control over those phones or the radio channels on which they operate.

NOTE: You are responsible for the equipment you use on your telephone line and calls that are dialed from there, including long distance.

Customer Provided Equipment.

BGT will not repair, or pay for repairs to customer-owned equipment connected to the telephone lines. It must be repaired by the supplier.

Equipment used by the customer may be connected to the company's facilities if such use complies with the companies tariffs.

Tariffs are designed in the interest of good telephone service and to prevent hazards to customers and company employees.

A customer's service is subject to suspension or termination if customer-supplied equipment or wall jacks, plugs, cables, extension cords, etc. are used in violation of these tariffs.

A service charge of \$45.00 will apply when and if the company makes a repair or service call and the trouble is found to result from the use of defective equipment or found to be caused by equipment operated in a manner other than that which it was intended to safely and effectively operate.

Telephone wiring which is done by the customer and does not incorporate reasonable safety practices, can create an unsafe condition for telephone company employees and result in injury to others coming in contact with such unsafe conditions. Seek the assistance of professionals when doing such wiring at your home and facilities.

Lightening and Surge Protectors.

Devices are sold commercially which will aid customers with protection against lightening damage.

Lightening cause's very high voltage spikes to occur for very short durations. When the lightning strikes near, or at, a customer's wired facilities, voltage spikes may cause serious damage to customer supplied, and telephone equipment. Even though the telephone company employs surge protectors over their entire system, as well as at the customer's premises, damage can occur from such direct "hits".

BGT cannot ensure that such hits will not damage your equipment, and cannot be responsible for repairs required for customer-owned equipment damaged as a result of such hits.

Uses of protective devices, sold for the purpose of protecting telephone equipment, have proven to be effective. You should consult a professional, explain your circumstances and seek guidance for the most effective solutions

Burke's Garden Telephone Company Inc.
BROADBAND INTERNET Terms and Conditions
Document.

Burke's Garden Telephone Company, its employees and contractors, hereinafter referred to as "BGTCO" and you, the user, hereinafter referred to as "Customer" shall comply with all Term and Conditions set forth in this BROADBAND INTERNET Terms and Conditions Document for BROADBAND INTERNET service.

Terms of Service

BROADBAND INTERNET Service

BGTCO shall provide and maintain at its expense one BROADBAND INTERNET data line connecting customer's Ethernet local-area- network located at the customer's premises site and the internet. BGTCO shall provide best-effort routing of internet protocol network traffic between the customer's site and the internet. This service is understood to be subject to the fallibility of telecommunications technology and electrical utility service, over which BGTCO has no control.

Internet Disclosure

Burke's Garden Telephone's Internet services are available at different upload and download speeds and price points depending on the customer desired usage of the broadband connection (e.g. email, web browsing, video and audio streaming, gaming, etc). While Burke's Garden Telephone's broadband network is engineered to achieve 'up to' speeds for each service level offered, we cannot guarantee individualized speeds to the customers' premise. There are variables that may affect the customer experience that are out of our control:

Performance of customer's equipment, including age of device, processing capability, operating system, the number of application running simultaneously, and the presence of adware and viruses, etc.

Type of connection between the customer's computer and modem. Wireless connections may be slower than direct connections into a router or modem. Wireless connections may also be subject to greater fluctuations, interference, and congestion.

The distance packets travel (round trip time of packets) between a customer's computer and its final destination over the Internet, including the number and quality of the networks of various operators in the transmission path. A customer's connection may cross the network of multiple providers before reaching its destination, and the limitation of those networks will most likely affect the overall speed of that Internet connection.

Congestion or high usage levels. If a large number of visitors are accessing a site or particular destination at the same time, your connection may be affected if the site or destination does not have sufficient capacity to serve all of the visitors efficiently.

Access by the website or destination (or gating of speeds). In order to control traffic or performance, many websites limit the speeds visitors can download material from their site. Those limitations will carry through to a customer's connection.

Customers are able to test the speeds that they are receiving on Burke's Garden Telephone's network at <http://speedtest.citizens.coop/>

Standard Service

BGTCO shall provide email accounts and Internet protocol addresses to be assigned to the users devices. BGTCO does not regulate or filter Internet content.

BGTCO reserves the unilateral, exclusive right to terminate Internet service to the customer if its users abuse the BGTCO Terms & Conditions of Service.

BGTCO reserves the right to amend its Terms & Conditions of service from time to time.

The Terms & Conditions of Service includes, but is not limited to: Spam of any kind, excessive use of incendiary language, or any action which results in mass public complaint, as determined by BGTCO at its complete discretion. In the event that BGTCO terminates a customer's account under this clause, a termination fee will be added to the customer's final bill. That fee will include any cost incurred by or to BGTCO to correct, if possible, any damage caused by the user.

Term Payment, and delivery:

Note effective 9/1/2013 BGTCO no longer requires BROADBAND INTERNET

contracts: BROADBAND INTERNET rate is \$ 32.95 monthly and (email is \$1.75

optional).

An activation fee of \$30.00 will be posted to your BGTCO telephone bill at the time of activation. BGTCO will configure a BROADBAND INTERNET router and install it at the customer facility upon activation of a BROADBAND INTERNET contract. The router will continue to be the property of BGTCO, and must be returned to BGTCO at the termination of the contract.

Late Payment

In the event that a payment required under this agreement is not made within twenty days of its due date, BGTCO shall have, at its option, the right to terminate this agreement, suspend Internet routing service, and pursue any legal remedy to collect the balance of money owed.

Access

To the extent that that physical access is needed by BGTCO to the customer's premises for installation, maintenance, wiring as may be required, and removal of preconfigured hardware equipment, the customer warrants that such access shall be provided during reasonable hours to BGTCO and/or its agents.

Termination

BGTCO reserves the right to terminate this contract immediately if the customer uses the provided connection to the Internet in the commission of any crimes, or engages in any offences against the BGTCO Conditions of Service Policy.

General Terms

BGTCO makes no representation, guarantee or warranty, express or implied, regarding the suitability of its service to any purpose including but not limited to delivery of data or documents, reliable or timely delivery of data or documents, preservation of data or documents, storage of data or documents or retrieval of data or documents. Further, BGTCO shall have no responsibility or liability of any kind for any claims, losses or damage resulting from customer's usage of BGTCO's services.

To the extent that any service provided herein is impacted by state or federal regulations, the terms of this contract will be adjusted, if need be, to conform to such regulation. The Customer, at its sole cost and expense, agrees to pay all fees and taxes of any kind imposed by the Federal Government, State, or any local body, against the charges for use of this service. The parties subscribing to BROADBAND INTERNET Service understands that this is a contract, the terms and provisions of which are binding on each party and may be enforced in a court of law. Any provision that is determined by law to be unenforceable or illegal shall be severed from this contract and all other terms remain in full force and effect. This agreement shall be deemed to be made and subject to performance in the State of Virginia and shall be governed by Virginia Law.

The individuals subscribing to BROADBAND INTERNET Service on behalf of BGTCO and on behalf of the customer warrant and respect that each has the authority in his or her capacity to enter into this agreement. This agreement shall be binding upon the successors, heirs, personal representative, and assigns of the signer.

The terms and conditions of this agreement may be modified at any time without prior notification by BGTCO.

Conditions of Service

E-Mail: Sending unsolicited e-mail is prohibited. Using a bgtco.net e-mail address to collect responses from unsolicited e-mail is prohibited.

Mail Bombing:

Sending large volumes of unsolicited e-mail is prohibited.

Harassment:

Sending threatening or harassing e-mail is prohibited. Extremely threatening or harassing e-mail is illegal and will result in termination of service.

Internet Relay Chat (IRC):

The use of IRC bots is prohibited, as is the violation of any accepted policies on IRC servers. If bgtco.net is banned from a server, the offending account will be terminated.

Impersonation:

Attempting to impersonate any person, using forged headers or other identifying information is prohibited. The use of anonymous remailers and nicknames does not constitute impersonation.

Network unfriendly activity:

Activity which adversely affects the ability of other people or systems to use bgtco.net services or Internet is prohibited.

Privacy violations:

Attempts, whether successful or not, to gain access to any computer system, or customer's data, without consent, is prohibited.

Privacy:

It may be necessary for BGTCO to examine system accounting logs and other records to resolve system problems. BGTCO reserves the right to access an account's mailbox to resolve system problems. In addition, BGTCO will cooperate with appropriate legal authorities in investigating claims of illegal activity,

including but not limited to illegal transfer or use of copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

BGTCO makes no guarantee and assumes no liability for the security of any data on any server including "secure servers."

Our customers are reminded that no computer system should be considered safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. Even then, information is only as secure as the encryption method.

Our Intent:

This document provides a general understanding of BGTCO's policy on BGTCO's Internet services. Common sense and judgment are a necessary part of any system rules, and its guidelines are no exception. Of course, flagrant or repeated violations of this policy are viewed in a very different light than minor infractions.

Protection of our customers and our resources, the ability to provide quality service to our customers, conformance with existing law, and the protection of our reputation as a service provider are all contributing factors to decisions on violation of this agreement.

BGTCO does not monitor the activity of accounts for measurement of system utilization and billing records. However, in our efforts to promote good citizenship within the Internet community, if we become aware of inappropriate use of BGTCO's Internet Services, we will respond. If a BGTCO Internet account is used to violate the terms and conditions of service or user agreement, we reserve the right to terminate the service without notice. Our preferred course of action would be to advise the account owner of inappropriate behavior and corrective action necessary. However, flagrant violations of the Terms and Conditions of service will result in immediate termination of service.

In the event that an account is temporally inactivated as a result of any prohibited activities, the account holder may be subject to reactivation charges and/or deposit requirements to be determined by BGTCO.

ACCEPTABLE USE POLICY *COPYRIGHT* (AUP)

Following info is also listed on our website:

(1)

In accordance with the Online Copyright Infringement Liability Limitation Act, 17 USC @512(3), Burke's Garden Telephone Co. Inc has filed with the United States Copyright Office the necessary designated agent information to facilitate notice to customers of alleged online copyright infringement on Burke's Garden Telephone Co. Inc network. Burke's Garden Telephone Co. Inc. designated agent for notification of alleged copyright infringement and counter notification is as follows:

Name: Danny Vaughn

Company: Burke's Garden Telephone Co. Inc

Address: 6172 Burke's Garden Rd. Tazewell, VA 24651

Phone: 276-472-2345

Fax: 276-472-2785

Email: burkes_garden_telco@bgtco.net

Burke's Garden Telephone Co. Inc complies with the Online Copyright Infringement Liability Limitation Act of 1998("Act"). As required by the Act, we have adopted a policy to terminate services to account holders or subscribers who repeatedly infringe copyrights. In the event that we receive a determination that any subscriber or account holder has infringed another's copyright through the use of our system or network, we reserve the right to terminate service to that subscriber or account holder after receiving notice of any

further copyright infringement by that subscriber or account holder. Burke's Garden Telephone Co. Inc. accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Upon first notice of infringement customer will receive a letter from Burke's Garden Telephone Co. Inc: See Below the letter that would be received and action that would need to be taken.

Dear,

We have been contacted (see email below) concerning the distribution or downloading, without the owner's permission, of copyrighted material from your Internet account.

It is imperative that you remove the alleged copyrighted material from your personal computer and any web space within your control or from any peer-to-peer file sharing program immediately. Failure to comply with Burke's Garden Telephone Co. Inc Acceptable Use Policy may be cause for suspension or termination of your service. If Burke's Garden Telephone Co. Inc receives 2 copyright infringement notices within 60 days, it may suspend your service. If Burke's Garden Telephone Co. Inc receives 3 copyright infringement notices within 60 days, it may terminate your service. Please cease the alleged infringement activity immediately to ensure that your service is not suspended or terminated.

Please call the office with any questions you may have.

Danny Vaughn

Fred Lawless

Burke's Garden Telephone Co. Inc

276-472-2345

Network Management Plan:

Burke's Garden Telephone Company uses various tools and techniques to manage its network, deliver services and ensure compliance with our Use Policy. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include identifying spam and preventing its delivery to customer e-mail accounts, detecting malicious internet traffic and preventing the distribution of viruses or other harmful code or content and using other tools and techniques that Burke's Garden Telephone may be required to implement to all of its customers.

Burke's Garden Telephone Company provides its customers with full access to all legal and un-harmful content, services, and applications that the Internet has to offer, including Peer to Peer (P2P) traffic and all Voice over IP (VoIP) services.

However, we are committed to protecting customers from spam, phishing, and other unwanted or harmful online content and activities Burke's Garden Telephone Co. uses industry standard tools and generally acceptable best practices and policies to help meet this customer commitment. In cases where these tools and policies identify certain online content as harmful and unwanted, such as spam or phishing Web sites, this content is usually prevented from reaching customers. In other cases, these tools and policies may permit customers to identify certain content that is not clearly harmful or unwanted, such as bulk e-mails or Web sites with questionable security ratings, and enable those customers to inspect the content further if they want to do so.

Date Approval By the BOD 3/2014