

Application for Service

712-744-3131

800-469-3511

801 19th Street, PO Box 311, Harlan, IA 51537

www.fmctc.com

fmctc@fmctc.com

FMCTC

Your Total Communications Provider

Customer Information

Are you over 18 Years of Age Yes No

Name/Business Name _____ SS#/TIN _____

Name 2/Business Contact _____ SS# _____

Service Address _____

City, State, Zip _____

Name in Directory _____

Billing Name & Address (if different) _____

Phone Number(s) to Port _____

Cell _____ Email Address _____

Choose the Best Package for You!



Bronze

Digital TV, Internet & Phone

\$199⁹⁹

- **350/85Mb Fiber Internet**
- **Digital TV**
Includes HD, 1 Set Top Box
w/Whole Home DVR
- **Local Phone**
Unlimited Local Calling



Silver

Digital TV, Internet & Phone

\$219⁹⁹

- **550/125Mb Fiber Internet**
- **Digital TV**
Includes HD, 1 Set Top Box
w/Whole Home DVR
- **Local Phone**
Unlimited Local Calling



Gold

Digital TV, Internet & Phone

\$319⁹⁹

- **750/195Mb Fiber Internet**
- **Digital TV**
Includes HD, 1 Set Top Box
w/Whole Home DVR
- **Local Phone**
Unlimited Local Calling



Basic 3

Basic TV, Internet & Phone

\$145⁹⁹

- **250/55Mb Fiber Internet**
- **Basic TV**



Internet & TV

150/25Mb Internet & Basic TV

\$139⁹⁰



Internet & TV

250/65Mb Internet & Digital TV

Includes HD, 1 Set Top Box
w/Whole Home DVR

\$159⁹⁰

Internet & Phone

- 125/25Mb - \$75⁴⁵
- 225/55Mb - \$102⁴⁵
- 425/125Mb - \$152⁴⁵

**Faster Speeds Available
Ask for Details**

Customize your package with Premium TV channels or Calling Features on P2

All prices shown are monthly with the exception of installation fees. Prices do not include regulatory fees, surcharges and/or taxes. Not all products and services available in all areas. Hardware remains property of FMCTC. Fees will be charged for damaged or unreturned equipment.

Add-Ons & Installation

Digital TV Movie Suites

- HBO\$17.99
- Cinemax\$15.99
- Showtime/TMC\$15.99
- Starz/Encore\$15.99
- Get 2/Save \$2.00 Get 3/Save \$3.00
- All Digital Movie Suites\$61.96

Basic TV Premium Channels

- HBO\$15.00
- Cinemax\$15.00
- Showtime\$15.00
- Get 2/Save \$2.00 Get 3/Save \$3.00
- All Basic Premium Channels.....\$43.00

Miscellaneous Internet Services

- Static IP\$5.00
- Email Only.....\$5.00

TV Installation & Extras

- Digital TV Installation w/12 Month Contract**.....No Charge
Wiring to 1 TV & 1 Jack
- Digital TV Installation w/24 Month Contract**.....No Charge
Wiring to 3 TV & 3 Jack
- Digital or Basic TV Installation (No Contract)**.....\$20.00
Up to 2 Jacks
- Wiring to Each TV w/No Contract**.....\$80.00
- Additional Set Top Box**.....\$4.50
- Additional Whole Home DVR**.....\$8.00
- Additional/Replacement Remote**.....\$12.00
- Additional HDMI Cable**.....\$5.00

Advanced Calling Features

- Call Waiting** - FREE
- 900 Call Blocking & Toll Restrict** - FREE
- Caller ID/Call Waiting** - \$1.00
- Caller ID Name & Number** - \$2.00
- Voicemail Basic** - \$2.00
- Voicemail Plus** - \$4.00
- Wire Maintenance** - \$5.00
- Non-Published Listing** - \$1.00

Internet Only

- 100/20Mb**\$67.95
- 200/50Mb**\$94.95
- 400/100Mb**\$144.95
- 600/150Mb**\$244.95

Phone Only

- Basic Residential or Business** - \$18.00

Additional Charges: Federal Subscriber Line Charge-\$6.50, E911-\$1.00, ARC-\$3.00
One-Time Charges: Membership-\$5.00, Service Order-\$6.00, Central Office-\$12.00 & Deposit-\$25.00

Television Only

- Digital TV**\$109.95
Includes HD, 1 Set Top Box w/Whole Home DVR
- Basic TV**\$89.95

Username

Username _____

Password _____

Long Distance Service

FMCTC offers several choices of long distance carriers. Customers are not required to use FMCTC long distance. If you would like to use a different carrier, please list your choice in the interlata and intralata areas below.

FMCTC Long Distance

- 10¢ Plan** - 10¢ plan/\$3.95 monthly fee, first 100 minutes included free
Billed in 6-second blocks after 30 second minimum
- 14¢ Plan** - 14¢ plan/No monthly fee, first 100 minutes included free
Billed in 6-second blocks after 30 second minimum

I have chosen **not** to use FMCTC as my long distance carrier. Please use the following long distance carrier(s) for my intralata (in area) and interlata (out of area) toll service. This appointment shall remain in effect unless modified.

Intralata (in area) Code _____

Interlata (out of area) Code _____

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For over 100 years, FMCTC has been there for our communities . . . giving of our time, money & talents to improve the lives of others.

Assistance Programs

Financial assistance is available for eligible Iowans to help them afford basic telephone and/or broadband service thru Lifeline & the Affordable Connectivity Program.

I'm interested in finding out more about Lifeline & ACP

For Office Use

Assigned Phone Number _____

Capital Credit Number _____

Amount Due

1st Month Service _____

Installation _____

Membership Fee _____

Subtotal _____

Deposit _____

Total Due _____

Electronic Banking (ACH)

With our **Direct Payment Program**, you will not have to write another check to pay for your monthly communications bill. When you enroll, we will automatically deduct the 'TOTAL AMOUNT DUE' (found on your bill) from your checking account on the 10th of each month. You will continue to receive your monthly bill for review, but it will reflect 'Direct Payment Program' authorization.

I wish to use Electronic Banking (10th)

I (we) hereby authorize Farmers Mutual Cooperative Telephone Company (FMCTC), hereinafter called COMPANY, to initiate debit entries to my (our) checking account indicated below, at the depository name below, hereinafter called DEPOSITORY, to debit same to such account from my checking account on the tenth (10th) of each month.

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received written notification from me of its termination and/or bank account is discontinued, in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. The notification to the COMPANY should reach them prior to the 20th of the month with termination to affect the next month's billing. I understand that adequate account balances must be maintained by me for the ACH debit on the 10th. If not, a fee will be charged to my telephone account and the resulting non-payment could lead to disconnection of service.

Name on Account _____ Bank Name _____

Transit/ABA Number (banking) _____ City, State, Zip _____

Account _____

Signature _____

Authorized Contact Information - Required

Keeping your information private is important to us. In keeping with the Customer Proprietary Network Information (CPNI) rules, we are asking that you provide the information below, so that we can confirm with whom we are speaking when you contact us by phone. Additionally, you may add other 'authorized' users to your account. They can be anyone that you wish, or those that need to have access, to make changes to your account with us.

1. _____ 2. _____ 3. _____

Preferred password? _____ What is your favorite color? _____

Signature _____

Customer Compliance Agreement & Authorization - Required

By establishing account with Farmers Mutual Cooperative Telephone Company (FMCTC) or using any software provided, developed, licensed or owned by FMCTC, I agree to be bound by this Agreement and to use the Services in compliance with this agreement and other FMCTC's policies posted from time to time on FMCTC's website at www.fmctc.com.

I understand that all charges are listed on this application are monthly and do not include taxes and regulatory fees.

I authorize FMCTC to install all appropriate equipment for the services I have requested. I understand that all policies and procedures can be found on FMCTC's website or given upon request. All adults are required to sign this application.

Customer Signature _____ Date _____

Customer Signature _____ Date _____

SERVICE APPLICATION/AGREEMENT

1. Service Agreement. The communications services (“Service”) and ancillary equipment (“Equipment”) provided to you by Farmers Mutual Cooperative Telephone Company (together with any subsidiaries or affiliates providing your Service or Equipment, “we,” “us,” or the “Company”) are subject to: (a) this Service Application/Agreement, including the terms of your selected Service Package; (b) the Service-Specific Terms and Conditions for each Service and our lawfully filed Service Tariffs; (c) our Acceptable Use Policy; and (d) our General Terms and Conditions of Service (items (a) - (d) collectively, your “Service Agreement”). For purposes of your Service Agreement, your “Service Package” includes the rates, pricing and features associated with your selected Service. Nonrecurring and recurring charges for Service are as set forth in your selected Service Package and/or the Company’s rate schedules, current versions of which are available upon request. The Company operates on a cooperative basis. If you are a member of the cooperative, the Company may apply patronage dividends standing on its books (including any earned but unallocated capital equity to be issued to the members as patronage dividends) as an offset for past due amounts owed for any Service.

2. Acceptance. Your Service Agreement commences upon your acceptance of Service after receipt of your Service Application/Agreement. Acceptance of Service occurs upon any of the following: (a) you provide a written or electronic signature applying for Service and/or accepting your Service Agreement; (b) you orally or electronically order and/or activate Service; or (c) you use Service, including use of Service after notification of any change in Service or change to applicable terms and conditions, when we have told you that the change requires your acceptance. **IMPORTANT: PLEASE REVIEW YOUR SERVICE AGREEMENT CAREFULLY. BY ORDERING AND ACTIVATING SERVICE, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN YOUR SERVICE AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THESE TERMS, CONDITIONS AND PROVISIONS, PLEASE NOTIFY US PRIOR TO INSTALLATION OR ACTIVATION OF SERVICE, AND WE WILL CANCEL OR DISCONNECT YOUR SERVICE.**

3. Additional Terms and Conditions. By accepting Service, you agree to adhere to our General Terms and Conditions and all Service-Specific Terms and Conditions applicable to your Service, including any changes to such terms and conditions as we may communicate to you from time to time. If you fail to comply with the General Terms and Conditions and/or Service-Specific Terms and Conditions, your Service may be suspended or disconnected.

4. Acceptable Use Policy. By accepting Service, you agree to adhere to our Acceptable Use Policy applicable to your Service, including any changes to such policy as we may communicate to you from time to time. If you fail to comply with the Acceptable Use Policy, your Service may be suspended or disconnected.

5. Service Term; Early Termination Fees; Equipment Recovery Fees. 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 your Service Agreement. If you select a Contract Term, you understand that you have received a special rate for Service and Equipment 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 a 2-year Contract Term, you may be charged an early termination fee (“ETF”) of \$240, minus \$10 for each full month of your Contract Term that you complete. The ETF for Contract Terms less than 2-years is prorated (i.e., the ETF for a 1-year term is \$120), with the same \$10 per month reduction for each full month completed. 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. If Equipment is damaged, destroyed or lost while in your possession, or if you fail to return Equipment upon cancellation or termination of Service, you may be charged an equipment recovery fee (“ERF”) as follows: DVR settop box: \$500; standard set-top box: \$250; Switch: \$100; all other Equipment: up to the full replacement cost of the Equipment. ETFs and/or 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.

7. Changes to Terms. We reserve the right to change the terms and conditions of any Service 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, within fourteen (14) days of your receipt of notice of any such change, cancel your Service Agreement; provided that, if you are under a Contract Term, any otherwise applicable ETF will be waived if the communicated change would increase the price of Service or materially adversely impact your rights under your Service Agreement. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of any such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.

8. 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.

9. 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.

10. Limitation on Remedies. 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, 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.

11. Severability. If any part or provision of your Service Agreement is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of these General Terms and Conditions or the Additional Terms.

12. Entire Agreement; Conflicts. Your Service Agreement supersedes any prior agreements between you and the Company, and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter

13. No Implied Waiver. Our failure to exercise or enforce any right under or provision of your Service Agreement shall not constitute a waiver of any such right or provision.

14. Governing Law; Jurisdiction. 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 suit under your Service Agreement (other than to enforce a judgment or award) will be brought in the federal or state courts in the districts which include Harlan, Iowa. You hereby agree and submit to the personal jurisdiction and venue of such courts.

IMPORTANT: This document is intended to be a legally binding agreement. Read carefully before signing.

CUSTOMER SIGNATURE _____

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