

Lindsey Communications, Inc. Customer Agreement

By using the Service, Customer agrees to abide by, and require others using the Service via customer account to abide by, the terms of this agreement. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THESE TERMS, EITHER a) DO NOT REQUEST ACTIVATION OF SERVICE OR b) IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY LCI CUSTOMER SERVICE DEPARTMENT SO ANY ACTIVE ACCOUNT MAY BE CLOSED.

Initial: _____ **Service**

The service includes: Internet access (via one of LCI's access plans). LCI is responsible for service to customer modem. Activation of other equipment, such as but not limited to: routers and game systems, are the sole discretion of the customer. Please contact manufacturer of other equipment for activation or trouble shooting issues. **MUST HAVE CABLE SERVICES TO ACTIVATE INTERNET.**

Initial: _____ **Registration Requirements**

Customer must be at least 18 years old to register for our service. Accurate and complete billing information including legal name, address, telephone number, and social security number must be provided to LCI at time of activation. Any changes to this information must be reported to LCI within 30 days of the change. Customer is responsible for all charges on account until terminated (See Termination of Agreement).

Initial: _____ **Activation / Equipment Policy**

There is a \$10 dollar nonrefundable activation fee.

Modem purchase: \$50.00 per modem. 60 day limited warranty.

Modem rental: Monthly modem rental charge: \$5.00. Upon disconnection of service, the modem must be returned to the leasing office within 7 days. Failure to return the modem will result in a one time charge of \$50.00. The \$50.00 charge will be refunded upon the return of modem within 30 days of modem charge. Receipt can be mailed or faxed to LCI.

LCI reserves the right to change programming, prices, and institute new fees at any time. Notice will be provided in monthly bill or separate mailing 30 days prior to change.

LCI reserves the right to convert all checks into an ACH debit. A \$25.00 service charge will be assessed to account for each returned or stopped payment.

If account is delinquent, service may be suspended or disconnected at our sole discretion. Rental charges continue to accrue until service is reactivated or rental equipment is returned (See below paragraph). Upon receipt of payment in full for service and all applicable fees, service will be reinstated.

Customer is responsible for all taxes, duties, levies, attorney fees and collection fees arising from efforts to collect any unpaid balance.

For service related issues or for upgrades/downgrades, please contact LCI at 888-248-8886. If service issue is found to be customer error or equipment, a \$50.00 service fee will be charged.

If customer has questions about any charge, our Customer Service Department must be contacted at 888-248-8886 within 30 days of the date on the statement containing the charge in question. Adjustments will not be made for statement charges more than 30 days old.

Initial: _____ **I have read and received the LCI Acceptable Use Policy.**

Initial: _____ **Termination of Agreement**

Termination of a LCI account and this Agreement can be made by the following methods:

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|------------------------|--|--------------------|
| 1) Phone: 888-248-8886 | 3) Mail: P.O Box 13000, Fayetteville, AR 72703 | 5) Disconnect form |
| 2) FAX: 479-527-8844 | 4) Email: cable@lindseycom.com | |

LCI may terminate this Agreement if customer, or any person who has access to the service through customer account, breach this Agreement or failure to pay any charges when due.

Resident's Signature

Date

Attach Payment Here