



Agreement - Disconnecting Landline Telephone and Going to Internet Only Service

THIS AGREEMENT, is made and entered into on this ____ day of _____, 20____, by and between Grand River Mutual Telephone Corporation d/b/a GRM Networks® of Princeton, Mercer County, Missouri (hereinafter referred to as "Provider") and "Customer" hereinafter identified. Witnesseth:

1. Customer hereby selects and hereby agrees to pay Provider for the desired Internet Only Service, as indicated. Customer acknowledges that the advertised symmetrical speeds reflect highest achievable outcome, and are not guaranteed. Package availability may vary by location. The monthly charge for Internet Only Service will be billed on the 1st of each month, and due and payable on the 21st day of each month. If payment is not received by the 21st day of the month, Provider will email Customer via the Contact Email Address that is listed below a reminder to pay notice and a \$5 fee will be added to the customer's account. In the event of default of payment of amounts due by Customer to Provider, Provider may terminate service at any time thereafter, upon FIVE (5) days written notice to Customers in Iowa and upon TEN (10) days written notice to Customers in Missouri. Customer agrees to pay a \$15.00 Reconnect Fee to restore service if Customer's Internet Only Service has been temporarily suspended for nonpayment of amounts due.

2. Provider hereby agrees to provide GRM Networks® Internet Only Service (hereinafter "Internet Only Service") to Customer upon the terms and provisions hereinafter provided, and will disconnect Customer's current landline telephone service on record as _____. Customer acknowledges and agrees that landline telephone service is not included with the Internet Only Service, therefore Customer will not have dial tone and will not be able to complete telephone calls using the service. This includes but is not limited to emergency 911 calls. Customer is also advised that Provider will no longer update Customer location in the PSAP/E911 database.

Residential:

- #streamer/solo \$75/mo
75Mbps download/75Mbps upload
- #gamer/solo \$85/mo
200Mbps download/200Mbps upload
- #happyhome/solo \$95/mo
500Mbps download/500Mbps upload
- #digthegig/solo \$105/mo
1000Mbps download/1000Mbps upload

Business:

- Business Advanced - Solo \$105/mo
75Mbps download/75Mbps upload
- Business Premium - Solo \$155/mo
200Mbps download/200Mbps upload
- Business Ultimate - Solo \$205/mo
500Mbps download/500Mbps upload
- Business VIP - Solo \$255/mo
1000Mbps download/1000Mbps upload

3. In the event Customer disconnects Internet Only Service from Provider, Customer hereby acknowledges and agrees to pay Provider for any Provider-owned equipment used to provide service that is not physically attached to the premise. Provider will include said equipment charges on the final invoice to Customer. If Customer returns said Provider-owned equipment in working order, charges will be credited back to the account. Customer may terminate service at any time by giving notice to Provider.

4. Customer will continue to pay the \$3.95/month Equipment Fee. The Equipment Fee provides coverage for maintenance and/or replacement of the equipment necessary to provide service up to the demarcation point including labor and trip charges. Said labor will be performed during normal business hours. Equipment Fee coverage will not be applicable if hardware has been subjected to physical abuse or used with defective or non-compatible equipment, or where damage occurs due to acts of God, or other causes beyond Provider's control, including but not limited to lightning or other forms of power fluctuations. In no event shall Provider be liable for any direct, indirect, incidental, or consequential damages resulting from any defect in the hardware even if Provider has been advised of the possibility of such damages.

5. Should Customer fail or refuse to carry out the terms of this Agreement, or to make payments specified herein, this Agreement may be terminated by Provider and Provider may initiate legal proceeding to enforce this Agreement, including collection of amounts owed. Customer shall pay any and all legal fees and costs, including reasonable attorney's fees, incurred by Provider in the enforcement of this Agreement. Interest on unpaid amounts shall accrue from the date owed at the legal rate as provided by the state Law where service is provided. Customer waives any requirement for Notice and Demand of unpaid amounts owed.

6. Prices & availability subject to change without notice. I understand that the subscribed Internet Only Service does not include landline telephone service and I will not be able to make telephone calls using the network. This includes but is not limited to 911 emergency calls. I have read, understand, and agree to the Acceptable Use Policy, Privacy Policy, Terms and Conditions, and Terms of Service as stated by Provider, and I acknowledge receipt of a copy thereof (if requested), and I acknowledge all said documents are posted on Provider's website.

7. This Agreement shall be governed by the laws of the State of Missouri and any action to enforce this Agreement shall be commenced and conducted in Mercer County, Missouri. Customer hereby consents to the jurisdiction of the Mercer County, Missouri, Circuit Court.

ACCEPTED: CUSTOMER (S) _____

Service Address: _____

Mailing Address: _____

Contact Number: _____ Contact Email Address: _____

Rev 12-2019