



TERMS AND CONDITIONS

CVW'S CONTRACT REQUIREMENT

All customers of Copper Valley Wireless are required to sign a service contract. If a customer chooses to disconnect cellular service before the term of the contract is up, he or she will be liable for an early termination penalty based on the monthly service fee multiplied by the number of months remaining on the contract. The maximum penalty one and two year contracts is \$200. The customer may change rate plans within the same class of published CVW plans without penalty. A fee of \$10.00 will be assessed if changing to a less expensive monthly plan.

CVW'S FINANCIAL GUARANTEE REQUIREMENT

All customers are required to supply some form of financial guarantee of their cellular account. Upon a customer's initial activation or reactivation, CVW allows this to be in one of two forms:

1. Auto-pay using a valid Visa or Mastercard credit card or bank draft from an account in the customer's name. This option will be set up at the time customer signs up for service. The credit card or bank account will be charged each month for the balance due.
2. A \$200 deposit per account up to 4 phones, payable in cash, check, money order or billed to a Visa or Mastercard credit card held in the customer's name. This deposit is eligible for refund after one year of good payment history, which means no delinquent payments, disconnected service for non-payment, and no NSF checks or denied bank draft or credit card payment within 12 consecutive months.

Any customer who has had service interrupted for nonpayment of invoices will be subject to having his/her deposit applied to and/or credit card charged. NSF check and declined credit card fees are \$27.

In order to reinstate service interrupted for nonpayment, the customer must bring the account current and provide an additional cash deposit, or agree to automatic credit card billing of the account, **or both** at CVW's sole discretion.

CVW'S BILLING PRACTICES

CVW service will be billed monthly on the Customer's Copper Valley Telephone Cooperative (CVTC) billing statement. Monthly payment for this service is due and payable through the terms and conditions associated with CVTC's monthly billing statement.

The monthly access fee is billed in advance, with a one month minimum, and is prorated for partial months. This means that the first invoice received will generally have a prorated charge for the month of activation and the full charge for the next month in advance. Subsequent invoices will bill access for only the month in advance.

CVTC mails bills on the first business day of each month. Customers are given until the last day of the month to pay that month's bill. Delinquent notices are mailed no later than the 5th of the month after the bill was due. Customers are then given a 10 day grace period before becoming eligible for disconnect for non pay. Disconnections take place on the 15th of the month. Credit card on file may be charged for all amounts more than 30 days past due. Copies of previous months' call detail and summary charges are available upon request. Customers may be charged \$3.50 per month requested, with the first month provided free. In addition, customers will be charged postage costs for any amounts over \$1.00 for mailing invoice copies. A \$27 fee may be charged for returned checks and declined credit cards. The Customer is responsible for all costs incurred by Copper Valley Wireless (CVW) or Copper Valley Telephone Cooperative (CVTC), for the collection of any unpaid account in the Customer's name or to this account.

CVW's billing cycle for calls is from the 20th of one month through the 19th of the following month. Calls are rated and billed on the 1st of the next month. The billing cycle for monthly access fees is from the 1st of the month to the last day of that same month.

Free airtime minutes are prorated for partial months based on the above cycles. Airtime is billed for both incoming and outgoing calls. All airtime is shown on the invoice, and those minutes that are included free in the rate plan will show a \$0.00 charge. Long distance charges are separate from airtime charges, so a long distance call may have no charges for the airtime portion of the call, but will always be billed for the toll charges.

Using the phone outside of your plan's "home" area is considered roaming. For example, you are considered roaming if you have an "Alaska" plan and are calling from outside of Alaska. Your included minutes, nights & weekends minutes, and mobile-to-mobile minutes vary from plan to plan. You are responsible for understanding your plan. Any minutes used over and above those included in your plan will be billed as an extra charge. Roaming and long distance charges vary from plan to plan.

CVW bills a minimum of one minute for each completed call, and rounds up to the full minute for subsequent airtime. There is no charge for incomplete calls in CVW's service area (busy signal, non-connects, etc.) However, some roaming markets **do** charge for incomplete calls. CVW's invoices list each call made and received for the month at no extra charge (detail billing). Sometimes calls made while roaming in the last few days of one toll cycle will not appear until the subsequent month's invoice. In addition, some roaming calls made in the previous month may not appear on your bill until 30 days or more later.

Directory Assistance (including "411") calls are not included in any plans' included minutes.

Customer must notify CVW if they wish their phone to be disconnected or terminated from service. Until CVW is notified by the customer, the customer will continue to be billed according to the policies & procedures described in this document.

MOBILE TO MOBILE CALLS

Free Mobile to Mobile only applies to a phone call if the calling phone is within CVW Service Area *and* using CVW cellular signal. Anytime the calling phone is roaming (using another carrier's signal), Mobile to Mobile will not apply. In addition, if your phone is receiving a call from another CVW phone, your phone must also be within the CVW Service Area in order for Mobile to Mobile to apply to your end of the conversation.

INTERNATIONAL CALLS

Most International Calls are not possible from CVW phones. However, certain countries using the North American Numbering Scheme may be reached. In these cases, the calls will be billed at higher per minute charges that vary. For more information, contact CVW customer service.

CALLING FEATURES , TEXT MESSAGING (SMS), PICTURE MESSAGING (MMS), AND DATA (INTERNET ACCESS)

Call waiting, 3-way calling, and call forwarding are provided free to all customers. In addition, voice mail and caller ID are provided at no charge for customers with select CDMA digital phones in locations served by digital cell sites. These features will be automatically activated upon phone activation. Customers may contact CVW to request deactivation of any of these features.

Text messaging is automatically enabled on all CDMA digital phones in locations served by digital cell sites. Customers will be charged \$.10/message for all outgoing messages unless a text message plan is purchased (monthly fees apply) or message blocking (available at no charge) is requested. Picture messaging (MMS) and Data (Internet Access) plans are available for an additional charge. MMS and Data can only be used within the CVW Network. CVW does not guarantee customers any particular speed for Internet access. Speed vary depending on total usage, handset, and other factors.

LISTING OF CELLULAR NUMBERS

Cell phone numbers will be treated as unpublished. They will not be listed in directory assistance (411/information) or in the printed directory.

EQUIPMENT USED ON THE CVW NETWORK

CVW only allows the use of boosters that automatically limit and adjust power output. Linear amplifiers / boosters are not allowed on the CVW system because this equipment may cause interference and reduce the effectiveness. CVW reserves the right to limit or restrict service for customers who are causing interference on our system.

CUSTOMER QUALIFICATIONS

- CVW reserves the right to terminate service if less than 50% of a customer's usage is on CVW's home network. Normal penalties may be applied.
- In order to be eligible as a "partner" plan, a customer must maintain an active main number for the "partner" to be associated with. The plan to which the main number is subscribed is the plan that the partner will be also subscribed.

RETURN POLICY

CVW offers a "no penalty" trial period of 30 days on new phones. In order to qualify, the phone must be returned in excellent condition with original packaging, all included accessories and instructional manuals. The phone cannot have more than 100 minutes on it when returned. Customer is responsible for their monthly fee (prorated if applicable) and any toll, over minutes, or additional charges.

WARRANTY

Phones are covered by the manufacturer's warranty. Customers are eligible for one free or discounted phone per one- or two-year contract period.

CUSTOMER PRIVACY POLICY

Prior to releasing information to you about your account & services, CVTC staff will ask you for proof of identification. We will require picture identification if you are visiting one of our offices. If you contact us by phone, we will ask you to provide a password. If you prefer not to use a password, we can call you back at the phone number of your account or mail your information to the billing address on your account (address needs to have been in effect for at least 30 days). As additional safeguards, we will send you notification when your billing address, password, secret question, or email address has been changed. We will only use information on your account for target marketing within our Copper Valley companies if you have not told us you wish to opt out of these campaigns. An annual opt-out card will be mailed to all customers. You can also contact us at any time to opt out of these campaigns. We will not share your information with any 3rd party for marketing purposes. We must have a signed list of people authorized to receive information about your account and services. If you choose to use a password, we encourage you to review it and make sure that it meets the following criteria so that it is difficult to guess. Passwords must be a minimum of 8 characters long, including 3 numbers. Customer Service Representatives are available to assist you in setting up these safeguards. These safeguards are required by Order 07-0222 of the Federal Communication Commission (FCC).

MODIFICATIONS to TERMS & CONDITIONS

CVW reserves the right to modify or waive the requirements contained herein at any time and without notice.

QUESTIONS & CONTACT INFORMATION

Questions and concerns may be addressed to: Copper Valley Wireless

907-835-8000 (Valdez)
907-822-3551 (Glennallen)
907-424-7490 & 424-7100 (Cordova)
1-800-235-5414

Fax: 907-835-2387
P.O. Box 3329
Valdez, AK 99686