



Today's Date: _____

CSR Initials: _____

TERMS AND CONDITIONS

CVW'S CONTRACT REQUIREMENT

Customers of Copper Valley Wireless may sign a service contract in order to receive certain price benefits. If a customer chooses to disconnect the service contract before the term of the contract is up, he or she will be liable for an early termination penalty. Early termination fees will be applied as follows: For Standard Handsets and Data Devices, break the contract between 1-12 months, the penalty is \$200 per line. For months 13-24, fee is \$200 per line less \$10 for each month (for months 13-24) that the contract was actually in force. For Smart Phones, break the contract between 1-12 months, the penalty is \$350 per line. For months 13-24 months, fee is \$350 per line less \$10 for each month (for months 13-24) that the contract was actually in force.

Early Termination Fees – Months into existing contract	Standard/ Data Device	Smart
Months 1-12	\$200 per line	\$350 per line
Month 13	\$190	\$340
Month 14	\$180	\$330
Month 15	\$170	\$320
Month 16	\$160	\$310
Month 17	\$150	\$300
Month 18	\$140	\$290
Month 19	\$130	\$280
Month 20	\$120	\$270
Month 21	\$110	\$260
Month 22	\$100	\$250
Month 23	\$90	\$240
Month 24	\$80	\$230

CVW'S SECURITY DEPOSIT 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 may allow 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 of 12 consecutive months.

CVW'S BILLING PRACTICES

CVW's billing cycle for calls is **from the 21st of one month through the 20th of the following month**. Calls are rated and billed on the 1st of the next month. CVW service will be billed monthly and 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. CVTC prints & mails invoices 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 with the monthly statement. Disconnects take place on the 15th of the month. Credit card on file may be charged for all amounts more than 30 days past due. 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.

In order to reinstate service interrupted for nonpayment, the customer must bring the account current and provide for an additional cash deposit, or agree to automatic credit card billing of the account, or both at CVW's sole discretion. A \$10 fee is charged for each line that is being reconnected in addition to the full amount overdue.

CVW PICTURE MESSAGING (MMS) DATA (INTERNET ACCESS)

As of May 16, 2012, data plans are required on all new smart phone activations. Picture messaging (MMS) and Data (Internet Access) plans are provided at an additional charge. CVW does not guarantee customers any particular speed for Internet access on wireless handsets. Speeds vary depending on total usage, handset model, and many other factors. Data connection(s) must be active for the life of the smart phone. It is the customer's responsibility to understand their plan. Overage charges are applicable and will automatically be billed to the account.

ROAMING

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 or using the device outside of Alaska. You are responsible for understanding your plan. Any minutes or data used over and above those included in your plan will be billed as an extra charge. 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. Toll restriction may be added to a phone which will restrict access to roaming and long distance capability for data & toll purposes. The phone will be restricted to CVW "home area" use only.



TERMS AND CONDITIONS CONTINUED...

FOREIGN DEVICES

Using a CVT SIM card in a device that is not purchased from CVT is at the customer's own risk. The foreign devices may not be supported by CVT technical support.

ROLLOVER MINUTES

Rollover minutes are accumulated only on certain calling plans. Customers changing to lower tier plans may lose some or all of their accumulated minutes. Rollover minutes expire 12 months after they have been accumulated. Rollover minutes are not transferrable to another customer and have no cash value. Other terms and conditions apply.

CUSTOMER QUALIFICATIONS

CVW reserves the right to terminate service if more than 50% of a customer's usage is on roaming networks. Normal penalties may be applied if lines are terminated for this reason. Accounts may be exempted from this policy if at least one line has less than 50% roaming usage during the most recent year or if the account retains a billing address within the CVW service area.

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.

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.

CALLING FEATURES, TEXT MESSAGING (SMS)

Call waiting, 3-way calling, and call forwarding, voicemail & caller-id are provided free to all customers. These features will be automatically activated. Customers may contact CVW to request deactivation of any of these features. Text messaging is automatically enabled on all CDMA digital phones. 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.

LONG DISTANCE/TOLL USAGE

CVW minutes are prorated for partial months based on the above cycles. Airtime is billed for both incoming and outgoing calls. 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.

DISCONNECT REQUEST/UNPAID BALANCES

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. Any customer who has had service disconnected for nonpayment will be subject to having his/her deposit applied to and/or credit card on file charged. The credit card or bank account on file will be charged the full amount for the balance due.

INTERNATIONAL CALLS

Calls to International locations and American Territories (including Puerto Rico and the Virgin Islands) may not be allowed from within the Copper Valley service area. When roaming, a customer may be able to place calls to these locations. If that occurs, the calls will not be included in the customer's calling plan and varying charges will apply for both airtime and toll. For more information, contact CVW customer service or visit our website at www.cvinternet.net.

DIRECTORY ASSISTANCE

CVW does not include this in any plan and your account will be billed minimum of \$1.75 per call.

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.

WARRANTY

Phones may be covered by the manufacturer's warranty. Customers can be eligible for one free or discounted phone per each one- or two- or three-year contract period as determined by the manufacturer.



TERMS AND CONDITIONS CONTINUED....

TRADING PHONES-TRANSFERRING CONTACTS & PHOTOS

As a courtesy, CVW will attempt to transfer the customer's contacts and photos from one phone to the other. It is the customers' responsibility to back up their information prior to attempting this as there is no guarantee that it will work or some data could be lost. CVT and its subsidiaries are not responsible for lost content; there is no monetary compensation if the process fails.

RISK OF LOSS, THEFT OR DAMAGE- INSURANCE

You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Agreement. **Even if the Device is lost, stolen or damaged, you remain obligated for the device.** We recommend that you obtain property insurance on the Device.

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)
907-253-3334 (Cordova)

Toll Free 1-800-235-5414
Fax: 907-835-2387
PO Box 3329, Valdez, AK 99686