201 Pickens Lane
P.O. Box 379
Columbia, TN 38402

P 931.388.4833
F 931.388.5287
www.cpws.com

RESIDENTIAL TELEPHONE SERVICE ACCOUNT INFORMATION

(Please complete entire form)

CPWS Account Information

Name on Account: _____

911 Address: _____ ; Columbia, TN 38401

Billing Address (if different from 911 Address): _____

City: _____ State: _____ Zip: _____

Contact Phone Number: _____ CPWS Account Number: _____

Email Address for Phone Portal Access: _____

Current Landline Phone Number: _____

Do you want to keep the above number? ☐ Keep Current Phone Number ☐ Assign New Phone Number

Do you have a security System? ☐ Yes ☐ No

Do you have a medical alert system? ☐ Yes ☐ No

Information for Directory Listing (Phone Book Listing)

☐ I want my information to appear in 411 and the phone book (no charge)

☐ I want my information to appear in 411 only (DX 271 **$6.00 monthly**)

☐ I do not want my information to appear in 411 or the phone book (DX 215 **$6.00 monthly**)

Name: Last _____ First _____ MI _____

Address: _____

City: Columbia County: Maury State: TN Zip: 38401

_____ Initial here if you do **NOT** want your address to appear in the Directory Listing.

Caller ID Information (CNAM)

Name to appear on Caller ID Display: | | | | | | | | | | | | | | | |

(Must be 15 spaces or less, no special characters)

Signature: _____ Date: _____

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EMERGENCY SERVICES - 911 DIALING

All of our customers have access to Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. You authorize us to disclose your name and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers. This Service is provided at a specific permanent address and not available as a nomadic offering. **IT IS ILLEGAL FOR YOU TO USE THE EQUIPMENT AT ANY LOCATION OTHER THAN THE REGISTERED ADDRESS.**

Service Outages. In the event of a power failure, network backup power systems are in place. A limited battery backup providing up to eight (8) hours of standby power is installed at your premises. Excessive use during a power outage will result in shortened life of the internal battery. Failure of network power backup systems during a power failure or disruption will prevent all Service, including 911 dialing from functioning.

Service outages, suspensions or disconnections of your CPWS PowerNet services will prevent all Services, including 911 Dialing, from functioning. Other service problems may inadvertently impede the usage of the Service. During such a service interruption, your phone service, including the 911 Dialing feature, may not function. There may be a possibility of network congestion and/or reduced speed in the routing of a 911 Dialing utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge that CPWS PowerNet is not responsible for any impediment to your usage of the Service or any loss of service, including 911 Dialing, which may result. In the event you lose Service you will continue to be responsible for payment of the service charges unless and until you disconnect the service in accordance with the CPWS PowerNet Terms and Conditions.

Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither CPWS nor its officers, directors, employees, affiliates, or agents (including Intergraded Broadband Solutions) may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless CPWS, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

Special Calling Services. Additional charges will apply for Operator Assisted Calling and 411 information calling. When CPWS PowerNet service is established, International Long Distance and 900 number services are disabled. Customer must request these services to be activated and will be responsible for associated usage charges. The Service does not support collect calls or third party billing calls. The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411).

Incompatibility With Other Services. The Service may not be compatible with certain home security systems or other analog-based phone services. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions or other specialized services. You are responsible for contacting the alarm monitoring company to test the compatibility of any security system with the Service.

Use of Phone Service. If you subscribe to CPWS PowerNet's phone services, the Service and the Device are provided to you solely for normal residential and small commercial use. You are prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service is, or at any time was, inconsistent with normal residential and small commercial usage patterns.

Prohibited Uses. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service for an unlawful purpose. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. If we believe that you have used the Service in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, CPWS PowerNet will provide information in response to law enforcement requests, subpoenas or court orders, to protect its rights and property, and in the case where failure to disclose the information may lead to imminent harm to the customer or others . Furthermore, CPWS reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

Taxes. State and local governments may assess taxes, surcharges and/or fees on your use of CPWS PowerNet phone service. These charges may be a flat fee or a percentage of your CPWS PowerNet charges and may change from time to time without notice. CPWS passes all taxes it collects on to the appropriate taxing authority. You are responsible for all applicable taxes, fees or charges now in force or enacted in the future that arise as a result of your subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed to you as set forth in the Terms and Conditions. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate. Other non-tax fees (such as Universal Service Fund, 911 Surcharge, etc.) may also be included with the Service and billed to you as set forth in the Terms and Conditions.

Service Distinctions. The Service is not a traditional telecommunications service, and we provide it on a best efforts basis. Things beyond our control may affect the Service. Other things may affect Service, such as maintenance. CPWS PowerNet will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between traditional telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

Letter of Authorization. The undersigned Customer hereby appoints CPWS and its supplier Momentum Telecom to act as its authorized agent for all matters pertaining to the number(s) listed below. This agency includes disconnections of service and other requests as deemed necessary by CPWS and Momentum Telecom to implement the services related to CPWS PowerNet, including but not limited to: (1) securing information for activating, porting, disconnecting, editing and transferring service for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's directory listings.

IF YOU DESIRE TO TRANSFER YOUR EXISTING PHONE NUMBER(S) PLEASE REMOVE ANY FEATURES (i.e., Hunt Group) ASSOCIATED WITH THESE NUMBERS PRIOR TO SUBMITTING TRANSFER REQUEST. PLEASE DO NOT PLACE ANY NEW SERVICE ORDERS OR DISCONNECTS WITH YOUR CURRENT SERVICE PROVIDER ON THIS ACCOUNT, AS THIS WILL CAUSE A DELAY IN PORTING YOUR NUMBERS. ONCE THIS FORM IS SIGNED AND SENT TO YOUR CURRENT PROVIDER, THE TRANSFER MUST BE COMPLETED BY CPWS POWERNET BEFORE THE NUMBER CAN BE RE-PORTED.

Current Telephone Number: _____

Current Customer Name: _____

Current Service Address: _____ Suite or Apartment No: _____

City: _____ State: _____ Zip: _____

Current Service Provider: _____ Account #: _____

If your current provider is a wireless provider (i.e. Verizon), you MUST provide a PIN #: _____

By signing below, I designate CPWS and Momentum Telecom to transfer my service from my current provider to CPWS PowerNet. By signing below, I also authorize CPWS and Momentum Telecom to transfer my current telephone number used to provide service so that CPWS PowerNet may provide its network service to me. By signing below, I also authorize CPWS and Momentum Telecom to obtain billing information, customer service records, and other information required to provide me with service on the CPWS PowerNet network. I understand that I may consult with CPWS as to whether a fee will apply to the change.

Printed Customer Name _____Date: _____

Signature: _____