



Service Agreement  
 305 7<sup>th</sup> Avenue, P.O. Box 306 Sully, Iowa 50251  
 641-798-4409 [www.killdufftel.com](http://www.killdufftel.com)

ACCOUNT NAME: (PARTY RESPONSIBLE FOR PAYMENT)		AUTHORIZED PERSON (S) ALLOWED ACCESS TO ACCOUNT	
STREET ADDRESS:		EMAIL ADDRESS:	
MAILING ADDRESS: CHECK IF SAME AS ABOVE <input type="checkbox"/>		AUTHENTICATION QUESTION: Answer only one question	
CITY	STATE	ZIP	WHAT IS YOUR MOTHER'S MAIDEN NAME? _____ WHAT IS YOUR FAVORITE COLOR? _____ WHAT CITY WERE YOU BORN IN? _____ WHAT WAS THE STREET YOU GREW UP ON? _____
PHONE NUMBER: CELL	CELL PROVIDER	EMPLOYER	DATE OF HIRE
DRIVER LICENSE #	DATE OF BIRTH	PAPERLESS STATEMENT	YES <input type="checkbox"/> NO <input type="checkbox"/>

**Service Plan Information\*\***

LIFE LINE ASSISTANCE IS AVAILABLE. PLEASE ASK FOR MORE DETAILS.

**TOLL CARRIERS – PLEASE DESIGNATE YOUR CHOICE**

INTERLATA(outside 641 area only)

INTRALATA(inside 641 area)

DONTEL .14 cents plan \_\_\_\_\_ (no monthly fee)

DONTEL .14 cents plan \_\_\_\_\_ (no monthly fee)

DONTEL .12 cents plan \_\_\_\_\_ (\$3.95 monthly fee) OTHER \_\_\_\_\_

DONTEL .12 cents plan \_\_\_\_\_ (\$3.95 monthly fee) OTHER \_\_\_\_\_

**OPTIONS**

CALL WAITING \_\_\_ CALL FORWARDING \_\_\_ 3-WAY CALLING \_\_\_ SPEED CALLING8 \_\_\_ UNLISTED# \_\_\_ CALLER ID \_\_\_

**Internet Speed & Rate Prices and Availability subject to change without notice.**

Speed	Monthly Rate	Service Requested (mark with X)
100M/100M	\$ 65.00	
500M/500M	\$100.00	
GIG/GIG	\$125.00	

DEPOSIT \$80.00 EQUIPMENT CONNECTION \$45.00 TOTAL AMOUNT DUE \$125.00

**ACH Payment Authorization**

Sign and complete this form to authorize Killduff Telephone to charge ACH payment listed below. Monthly payments will be deducted on 15<sup>th</sup> of the month.

Account Type:  Checking  Savings

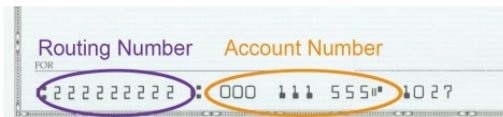
Name on Acct \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Number \_\_\_\_\_

Bank Routing # \_\_\_\_\_

Bank City/State \_\_\_\_\_



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Killduff Telephone in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Killduff Telephone may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

Any information falsely given in this form to obtain telephone service may result in the immediate termination of your telephone service and further legal action to fairly compensate Killduff Telephone Company for service rendered. If you do not have established credit the deposit amount will be determined by the rules and regulations established by the Iowa Commerce Commission. I have read and fully understand the above.

Date \_\_\_\_\_ Signature \_\_\_\_\_  I have read the attached service agreement and agree to its terms.

## STANDARD AGREEMENT FOR LOCAL EXCHANGE SERVICE

### Killduff Telephone Company LLC

1. **SERVICE AGREEMENT.** This standard agreement (this “**Agreement**”) governs your service relationship with Killduff Telephone Company LLC (together with any subsidiaries or affiliates providing your service or related facilities, “**we**,” “**us**,” or the “**Company**”) for regulated local exchange services and facilities (“**Service**”). Previously, the Company provided Service pursuant to a Local Services Tariff filed with and approved by the Iowa Commission Board. As a result of recent changes to applicable law and regulations, the Company no longer files or maintains a Local Services Tariff. Instead, we now provide Service pursuant this Agreement, including the additional Terms of Service incorporated herein by reference.
2. **ACCEPTANCE.** Your acceptance of this Agreement occurs upon any of the following: (a) you provide a written or electronic signature expressly accepting this Agreement; (b) you orally or electronically order and/or activate Service; or (c) you use Service, following notification that this Agreement will apply to your ongoing use of such Service.
3. **ADDITIONAL TERMS OF SERVICE.** We provide Service pursuant to a certificate of public convenience and necessity issued by the Iowa Commission Board. We provide Service subject to our “**Services Catalog**”, including: (a) this Agreement (b) our Rules and Regulations for Local Exchange Service, which are incorporated herein by reference; (c) our applicable Service Guides and Rate Schedules, which are incorporated herein by reference and (d) applicable rules and regulations of the Iowa Commission Board. Current versions of our Rules and Regulations, Service Guides and Rate Schedules are available by calling 641-793-2905. Current versions of these documents are also available at our business office(s) and will be provided or made available to you upon request. Our Rules and Regulations, Service Guides and Rate Schedules contain the specific prices and charges, service descriptions and other terms and conditions not set forth herein which apply to Service. This Agreement incorporates by reference the prices, charges terms and conditions included in our other **Services Catalog**.
4. **RIGHTS AND RESPONSIBILITIES.** This Agreement is our standard service agreement. Under this Agreement, we agree to provide and bill for Service, and you agree to use and pay for Service, as provided herein and in our other applicable Terms of Service. Our rights and responsibilities, and your rights and responsibilities, are as set forth in this Agreement and our other applicable Terms of Service.
5. **TERM.** This Agreement shall commence on the date of your acceptance and shall continue month-to-month (or, in some cases for an established minimum term) as provided in our applicable Terms of Service. Either party may terminate this Agreement or any Service in accordance with our applicable Terms of Service. Termination of this Agreement or any Service shall not waive or release your obligation to pay for Service provided prior to such termination as well as any other applicable fees and charges, as provided in our Terms of Service.
6. **RATES; PAYMENT.** Nonrecurring and recurring charges for Service are as set forth in our applicable Terms of Service. Except as otherwise noted, Service pricing is exclusive of applicable local, state and federal taxes and regulatory fees, assessments and surcharges. All Service charges, along with applicable local, state and federal taxes and regulatory fees, assessments and surcharges, will be itemized on your invoice. Failure to pay invoices when due may result in late payment penalties or suspension or disconnection of Service as provided in our applicable Terms of Service.
7. **CHANGES TO TERMS.** We reserve the right to change our Terms of Service (including rates or any other terms and conditions of Service) upon written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication or other form of notice permitted or required by applicable laws and regulations. If you elect not to cancel your Service and continue to use Service after the communicated effective date of any such changes, your continued use of Service will constitute acceptance of the modified Terms of Service.
8. **CHANGES TO SERVICE.** We may, from time to time, modify the Service to reflect improvements and other changes and modifications to our network. In addition, we reserve the right to discontinue or limit Service as required to comply with or satisfy our obligations under applicable laws or regulations, including when changes to or interpretations of such laws and regulations have a material, adverse effect on the business, technical or economic feasibility of providing Service, as determined by us in our reasonable judgment.
9. **ACCESS TO SERVICE PREMISES.** We may enter into, upon and over your Service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove our facilities and equipment used to provide Service. To the extent the same is consistent with your ownership of the premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all facilities and equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its facilities and equipment as contemplated herein.
10. **CREDIT CHECK; DEPOSITS.** In connection with your request or application for any Service, we may conduct an investigation into your creditworthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. We may require a deposit for you to establish or maintain Service. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history, our Terms of Service and

any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to our Terms of Service and applicable law and regulations, apply your deposit toward payment of outstanding charges.

11. **SERVICE ACCOUNTS.** Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more "authorized users" who will have access to account information and may make certain account changes in accordance with our policies and applicable laws and regulations. As the owner of the account, you are responsible for designating (or changing the designation) of any authorized users. You will hold the Company harmless from any claims arising from account instructions given or inquiries made by you or any authorized user. You are responsible for keeping all account and billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.
12. **FEDERAL LIFELINE PROGRAM.** The Company is an eligible telecommunications carrier (ETC) within all or portions of its service area, meaning that it provides certain services supported by the federal Universal Service Fund, including the federal "Lifeline" program for qualifying low-income consumers. Single line, local residential service is a Lifeline-eligible service. Lifeline is a government benefit program which provides a monthly credit toward a qualified low-income subscriber's telephone bill. Only eligible low-income consumers may enroll in the Lifeline program. Consumers who meet eligibility criteria must also complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance from only one wireline or wireless telecommunications provider per household. If you believe you may qualify for the Lifeline program are available by contacting us at 641-793-2905 to discuss program details, eligibility requirements or to request a Lifeline application. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. To report Lifeline fraud, you may contact the Federal Communications Commission Lifeline Fraud Tip Line: 1-8554LL-TIPS (or 1-855-455-8477) or [Lifeline@fcc.gov](mailto:Lifeline@fcc.gov).
13. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN OUR TERMS OF SERVICE, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR FACILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR FACILITIES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. **LIMITATION ON REMEDIES.** In addition to any other limitation on remedies or limitations of liability set forth in our Terms of Service or in applicable law or regulations, the Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) an act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure, including failure caused by the loss of power; (c) equipment, network or facility upgrade or modification; (d) force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; (e) equipment or facility shortage; (f) equipment or facility relocation; (g) any act or omission by you or any person using your Service; (h) theft, fraud or abuse of Service; or (i) any other cause that is beyond the Company's reasonable control.  
  
THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE AFFECTED SERVICE OR FACILITIES, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. **INDEMNIFICATION.** You agree to indemnify the Company and our affiliates, officers, agents and employees from any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or related to your abuse or misuse of Service, or any other violation of this Agreement or our other Terms of Service.
16. **ADDITIONAL SERVICES.** Our telecommunications and communications services are diverse, and not all services we provide are regulated services. This Agreement and the other Terms of Service identified herein apply only to local exchange services regulated by the Iowa Commission Board. The Company may also offer or provide other products and services, including unregulated telecommunications or communications services. Unless otherwise specified, such products and services are not covered by this Agreement or our other Terms of Service referenced herein, but may be subject to other service contracts or terms and conditions of service provided or made available to customers in connection with those products and services.
17. **GOVERNING LAW.** This Agreement, and our contractual and service relationship with you, shall be deemed to have been made in and shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.

18. **INCORPORATION AND INTEGRATION.** Our Terms of Service are incorporated into this Agreement. This Agreement, along with our other Terms of Service, constitute the entire agreement between the parties concerning our contractual service relationship, there being no prior written or oral promises or representations not incorporated herein or therein.
19. **NO IMPLIED WAIVER.** Our failure to exercise or enforce any provision of or rights under this Agreement or our other Terms of Service shall not constitute a waiver of any such provision or right.
20. **SEVERABILITY.** If any part or provision of this Agreement or our other Terms of Service is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority, or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Agreement or our other Terms of Service.
21. **ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, you may not assign or transfer your rights or obligations under this Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number.



Killduff Telephone Company  
PO Box 305  
Sully, IA 50251  
641-793-2905

## **Fiber Connected Landline Telephone Service – Battery Backup**

### **Backup Power for Customers Served by Fiber Telephone Service**

For many years, your home landline telephone service would allow you to stay connected to emergency voice services during a commercial power outage. However, many of today's advanced home telephone services require battery backup power to continue functioning during a power outage. To avoid a disruption of home voice service during a power outage and to maintain the ability to connect to 911 emergency services, Killduff Telephone provides our fiber connected customers with an up to eight hour battery backup standby power and up to six hours talk time, at no charge. Currently, we will replace the eight hour battery backup at no charge if it fails. The battery backup provides power for landline telephone service only.

### **Additional Hours of Battery Backup Purchase Options**

You can purchase additional batteries for more than eight hours of battery operation in case of an extended commercial power outage. Please contact Killduff Telephone for current pricing.

### **Testing and Monitoring your Battery Backup System**

Battery backups typically have a visual or an audible alarm when the battery needs replacing. Customers should monitor their battery backup periodically. Contact Killduff Telephone if you have questions or feel your battery needs to be replaced.