SERVICE AGREEMENT

1. **Service.** This Service Agreement is between you and Modern Cooperative Telephone Company and covers business or residential, telephone, and/or high-speed Internet (collectively, the “**Service**”) to be provided to you at the following address (the “**Service Address**”):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Insert address above)

**2. Other Terms of Service.** Your Service relationship with Modern Cooperative Telephone is governed by our “**Bylaws,**” including: this Service Agreement. By signing below, you affirmatively request Service and agree to comply with all applicable Terms of Service. All applicable Terms of Service are incorporated herein by reference.

**3. Upfront Payment and Minimum Service Term**

1. Prior to activation of service, a one-time installation fee of $40.00 and a one-time membership fee of $10.00 is required. As a condition to Modern Cooperative Telephone completion of installation of service you agree to a minimum service term of 12 months (the “**Minimum Term**”) for Service at the Service Address. A Contract Break Fee of $25.00 per month may be assessed for each month remaining on the Service Agreement if canceled before the 12 month term. You will receive Service on a month-to-month basis until Service is terminated by you or canceled by Modern Cooperative Telephone in accordance with the Bylaws of the Cooperative.

**4. First Month Service**. Modern Cooperative Telephone bills all customers a month in advance.

**5. Service Accounts.** Service accounts are assigned to customers only, and the customer signing this Service Agreement shall be treated as the account owner for all purposes. You are responsible for keeping all billing data with Modern Cooperative Telephone up-to-date and accurate. Furnishing false data to Modern Cooperative is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.

**6. Important Customer Information.** In addition to the terms and conditions set forth in this Service Agreement, your service is subject to the Bylaws of the Cooperative, as identified in Paragraph 2 above, which you should read carefully before activating any Service. For additional information concerning our Terms of Service, please refer to the applicable part of our Bylaws (which are available at our website at (www.mctciowa.biz) or speak with a Modern Cooperative Telephone customer service representative.

**IMPORTANT: BY SIGNING BELOW, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THIS SPECIAL SERVICE AGREEMENT AND IN THE TERMS OF SERVICE INCORPORATED HEREIN**. **MODERN COOPERATIVE TELEPHONE COMPANY WILL NOT COMMENCE CONSTRUCTION WITHOUT RECEIPT OF THIS SIGNED AGREEMENT AND A COMPLETED APPLICATION FOR SERVICE.**

**Customer Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**