



MEMBER APPLICATION

Date Service to Start ____/____/____

APPLICANT NAME First: _____ Last: _____

Cell# _____ Email _____

PHYSICAL SERVICE LOCATION: _____

MAILING ADDRESS - (if different): _____

City: _____ State: _____ Zip: _____

Sign Up for Auto Pay? Due by the 15th Yes _____ No _____ Date to Pull _____

Do you want to receive a paper copy of your bill? Yes _____
(Must opt-in to receive paper bills, otherwise billing statements are sent electronically)

**** Please establish a password for your account to ensure your privacy and protection ****

Choose ONE of the following:

- 1) Pet's name
- 2) Favorite color
- 3) High school mascot
- 4) Favorite movie
- 5) My first car

Answer: _____

List any individuals that may do business on your account (such as a payment):
Note that these individuals will need to know the password.

_____/_____/_____

We are committed to providing accessible services to our customers.

In accordance with FCC, are there any individuals in the household/dwelling who have a disability, impairment, or special need that may inhibit access to any of our services? NO YES (please indicate below)

Blind Visual Impairment Deaf Hearing Impairment Physical/Other - _____

Please indicate if you need to designate a 3rd party to receive your notices: _____

We offer a variety of ways to assist and will provide additional information upon request.

The undersigned hereby applies to COLTONTTEL for service(s) to be provided to the applicant(s) in accordance with its bylaws, rate schedules, and regulations and applicant(s) agrees to pay all related charges; applicant(s) also grant permission for authorized personnel of COLTONTTEL to access premises for providing & maintaining such service(s). As a member, company bylaws are available to you upon your request at any time during business hours.

APPLICANT'S SIGNATURE _____ /_____/_____

Effective for July 1, 2022- For Office Use Only:

Received By _____ /_____/_____

Number Assigned (503)824- _____ BBO# _____ Capital Credit# 0 _____

Comments _____

This institution is an equal opportunity provider and employer.



BROADBAND			
BASIC 25	(25Mb/25Mb)	\$67.95	mo
SUPER 75	(75Mb/25Mb)	\$87.95	mo
EXTREME 250	(250Mb/250Mb)	\$99.95	mo
			Broadband Only pricing is for both Residential & Business service.

Optional @colton.com email is available at member request.

FIBER VOICE			
RESIDENTIAL		BUSINESS	
Residential Local Line	\$18.00**	month	Business Local Line \$21.50** month
<p>Fiber Voice requires a broadband connection. Includes local, EAS, and lower 48 Long Distance calls. Alaska, Hawaii, and International Long Distance Calls billed at Carrier Rates.</p> <p>**does not include E911, State & Federal fees, taxes, toll, etc.</p>			
LEGACY VOICE (Phone only)			
RESIDENTIAL		BUSINESS	
Residential Local Line	\$21.50**	month	Business Local Line \$32.00** month
<p>Fiber Voice requires a broadband connection. Includes local, EAS, and lower 48 Long Distance calls. Alaska, Hawaii, and International Long Distance Calls billed at Carrier Rates.</p> <p>**does not include E911, State & Federal fees, taxes, toll, etc.</p>			

The applicant understands and agrees: 1) COLTONTTEL is not responsible, in any way, for my personal equipment, upgrades, and/or failures; 2) I agree to the terms and conditions which I have signed and attached; 3) There is a charge to move my service and for any changes to my password or email address after it has been set up; 4) if I cancel my services prior to two years (24 months) and do not return the COLTONTTEL router I was assigned, I understand that I will be charged for the router; 5) an outside consultant may be necessary if I am networking computers and would be at my own expense.

One Time Fees		Start up Fees	
New Connect Fee	\$35.00	Security Deposit (waived with autopay)	\$80.00

Signature: _____

Date: _____



Broadband Terms & Conditions

COLTONTTEL provides a computer access service entitled "Internet Access" (the "Network"). The user desires to obtain access to the Network. Users of the network must respect the intellectual property and conditions of use listed below.

Please read each paragraph and sign the agreement at the bottom to indicate your consent. Your access to the Network will not be granted until this agreement is signed and returned to COLTONTTEL.

Rules and Regulations

User will abide by all rules and regulations of the Network as may be promulgated from time to time by COLTONTTEL. The Network may be used only for legitimate and approved purposes as set forth in the documentation. Users who disregard this policy will be subject to removal from the Network and/or legal action by COLTONTTEL.

Password

User will not allow another person to use his/her security number or password.

Unauthorized Use

User will not view or use another person's computer file, programs, or data without the permission of that individual. User agrees that viewing or using another person's computer files, programs or data without the permission of that individual is unethical, an invasion of privacy, and can be considered (in the case of unauthorized use) theft of personal property.

Acceptable Use Policy (AUP)

User shall abide by the AUP given with the Internet Application. The AUP may change without prior notification, and the most current AUP can be found at – www.colton.com - click on Internet tab.

Backup

User is responsible for maintaining whatever level of backup of their files is needed. COLTONTTEL performs a daily backup of the network, however there is no guarantee that specific files will be able to be restored and COLTONTTEL is not responsible for recreating data files. If satisfactory back-up files are available from User, then COLTONTTEL will perform restoration at COLTONTTEL then current standard rates.

Warranties

COLTONTTEL warrants that the Network shall perform in accordance with its documentation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** COLTONTTEL does not represent or warrant that the Network will be error free or uninterrupted. COLTONTTEL has not quality assured any public domain software or programs operating on the Network and User agrees that of such software or programs is on an "as is" basis, without warrant nor representation. COLTONTTEL specifically denies any responsibility for the accuracy or quality of information obtained through the Network.

Limitation of Liability

COLTONTTEL'S liability to User for any losses or damages, direct or indirect, whether based in contract or tort, arising out of the use of the Network (including lost data, information, or profits), shall not exceed the greater of (I) the fees paid to COLTONTTEL for the month in which the alleged incident giving rise to the loss or damages occurred or (II) \$2500. COLTONTTEL shall not be liable for special, incidental, or consequential damages.

Maintenance

User is responsible for maintenance of User equipment and upgrading that equipment to the ongoing specifications of the Network. User is responsible for errors in input data. User accepts full responsibility for updating its user documentation as such updates are issued by COLTONTTEL.

Refusal of Services

COLTONTTEL reserves the right to refuse Network services to anyone who in COLTONTTEL'S sole discretion may be a security risk to the network or other users. If unlawful, unauthorized, threatening, obscene, abusive, or objectionable activity has been reported or is suspected, COLTONTTEL reserves the right to review the material stored in files or programs to which Network users have access, public or private, and will edit, or remove any material which COLTONTTEL, in their sole discretion, believe to be unauthorized, unlawful, threatening, obscene, abusive, or other objectionable.

Indemnification

User agrees to indemnify and hold harmless COLTONTTEL from any loss, claim or damage resulting from User's use of the Network which damages COLTONTTEL or any third party, and User further agrees to compensate anyone harmed by User's abusive, objectionable or unauthorized use of the Network.

Release

The information provided on the Network is offered as a community service and is not a substitute for individual professional consultation. Adequate professional guidance for making important personal decisions cannot be provided through an electronic format of this type. Advice on individual problems should be obtained personally from a professional. User agrees that by his/her use of the Network, User is not seeking to establish a doctor/patient, lawyer/client, or similar relationship with any of the information providers and the information providers and COLTONTEL can rely upon User's promises in this agreement as in inducement to provide information to the Network.

Third Party Claims

COLTONTEL is not responsible for claims against User by third parties, even if ISP is informed of such a claim or potential claim.

Billing

User service fees shall be due and payable in advance.

Assignment

User shall not assign this agreement to another party.

Broadband Activation

The Company will activate a Broadband circuit and modem at User's location in order to connect User's location to the Network without charge in consideration of User's agreement to sign up for at least one (1) year of Broadband Service.

Fees

User shall pay any additional fees and charges incurred in connection with the Service, including but not limited to those specified in the Internet Access and Broadband Service Application and all local, state and federal taxes imposed or levied on or with respect to the Broadband Service.

Right of Access

User grants to the Company the right to enter upon and over the premises at the User's location at reasonable times for purposes of activation of the modem, Broadband circuit and Services, and/or inspecting, adjusting, repairing, moving or removing facilities or equipment. The Company will attempt to notify User prior to entering the premises. User agrees not to move, disturb, alter, or change, any of the locations of the Company's material or facilities and also, not to connect or attach any equipment to any of the Company's facilities. The Company's facilities consist of all facilities up to the point of demarcation at which point User takes ownership of inside wiring.

Internet Termination

COLTONTEL may terminate User access to the Network for failure to pay service fees within fifteen days after written notice of default, or breach by User of any term or condition of the Agreement or the Network documentation. COLTONTEL may from time to time change, add, or delete services available on the Network and the terms and condition of use. COLTONTEL will inform User of such changes. Use of the Network by User after notification of such change constitutes acceptance of the net terms and conditions. User may terminate Network services upon fifteen days prior written notice to COLTONTEL.

Broadband Termination

The initial term of this Agreement shall commence on the date that the Broadband circuit and modem are activated and shall continue for a period of one (1) year. **If Service is terminated prior to the end of the initial one-year term, User may pay to the Company a termination fee.** The term of this Agreement shall continue thereafter on a month-to-month basis.

Testing and Measuring Broadband Performance

The FCC requires COLTONTEL to test and measure the broadband performance of randomly selected customers and submit the tests results. You agree to allow COLTONTEL to use the router provided for your broadband service in order to access, collect, process and distribute information that is required by the FCC. You specifically agree to allow COLTONTEL to test and measure the quality of your broadband connection, including but not limited to speed and latency, and provide such information to the FCC. COLTONTEL will access, collect, process and distribute the information in accordance with all applicable privacy laws and rules and will not use the information for any other purpose. COLTONTEL will only access and collect the information that is required to be submitted to the FCC. COLTONTEL will not access or collect your content or monitor your internet activity.

I AGREE TO THE ABOVE LISTED TERMS AND CONDITIONS AND ACKNOWLEDGE THAT THIS AGREEMENT IS SUBJECT TO THE INTERNET ACCESS FROM COLTONTEL TERMS AND CONDITIONS AND THE Internet Access and Broadband Service Application, WHICH are HEREBY MADE A PART HEREOF, AND ALL OF THE TERMS AND CONDITIONS CONTAINED THEREIN.

User's Full Name (please print) _____

User's Signature _____ Date ____/____/____

