



LA WARD
TELEPHONE

Residential Application for
Communications Services



PO Box 246 / 12991 State Hwy 172 La Ward, Texas 77970 / (361)872-2211

<input type="checkbox"/> Add New Service	Account Number _____	Line Number _____	<input type="checkbox"/> Change of Service	CSR: _____	Date: _____																				
Full Name/Account Holder: _____			Mailing/Billing Address: _____																						
Social Security #: _____		Birth Date: _____	City/State/Zip: _____																						
Second Name (Joint Acct): _____			Physical Address: _____																						
Social Security #: _____		Birth Date: _____	City/State/Zip: _____																						
Employer: _____			Cell Phone #: _____		Work #: _____																				
Residential Service			Email Address: _____																						
<input type="checkbox"/> Non- Published # <input type="checkbox"/> Additional Listing Print name as it should appear in the Directory: _____			Internet Service																						
Residential Line Service			Calling Features																						
<input type="checkbox"/> \$20.00 - Residential per Line Including Mandatory Expanded Local Calling Service (ELCS) * <small>* Other Federal and State Regulated Taxes and Fees will Apply</small>		<input type="checkbox"/> Calling Name and Number Delivery <input type="checkbox"/> _____ <input type="checkbox"/> _____ <small>* Please request additional listing for other available calling features or visit www2.laward.net</small>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:30%;">Plan</th> <th style="width:30%;">Data Speed</th> <th style="width:30%;">Rate</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td>Elite</td> <td>30Mbps/3Mbps</td> <td>\$79.95</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Premier</td> <td>20Mbps/1.5Mbps</td> <td>\$69.95</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Deluxe</td> <td>10Mbps/1.5Mbps</td> <td>\$52.95</td> </tr> <tr> <td><input type="checkbox"/></td> <td colspan="3">Other _____</td> </tr> </tbody> </table> <p style="text-align:center;"><i>Plans subject to availability in your area</i></p>				Plan	Data Speed	Rate	<input type="checkbox"/>	Elite	30Mbps/3Mbps	\$79.95	<input type="checkbox"/>	Premier	20Mbps/1.5Mbps	\$69.95	<input type="checkbox"/>	Deluxe	10Mbps/1.5Mbps	\$52.95	<input type="checkbox"/>	Other _____		
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<input type="checkbox"/> Block 900 calls <input type="checkbox"/> Third Party Block <input type="checkbox"/> Collect Call Block		<p style="text-align:center;">Deposit*</p> <input type="checkbox"/> Deposit # _____ <small>*A \$50.00 Deposit may be required in place of an approved letter of credit for the customer</small>	<input type="checkbox"/> \$7.50 per month Modem and Router Rental Fee (Y) or (N) ____ <input type="checkbox"/> \$9.00 per month Static IP Address Fee (Y) or (N) ____ <input type="checkbox"/> \$10.00 per month additional 1Mbps of Upload Speed ____ <input type="checkbox"/> \$50.00 non-recurring Modem and IP Setup fee																						
Long Distance Provider Selection																									
InTRA CIC _____		Carrier name _____																							
InTER CIC _____		Carrier name _____																							
Official Use Only																									
___ LIBD	___ PLANT TXT/EML	___ CARRIER																							
___ FILE	___ CPNI	___ DIRECTORY																							
___ PIC FREEZE	___ FOLLOW UP	___ AFFILIATE																							
___ INFO BAG																									
___ RENTAL EQUIPMENT																									
Service Order # _____	DATE _____	CSR _____																							
Account Administration																									
Account Payment Options																									
<input type="checkbox"/> Online Bill Pay		<input type="checkbox"/> ACH (see voided Ck)																							
<input type="checkbox"/> Automatic Cr/Debit Card Pmt		Card Type _____ CVV _____																							
		Card Number _____ Exp. Date ____/____																							
<input type="checkbox"/> None of the above. I will drop off or mail my payment.																									
La Ward Telephone works with its customers who are hearing, vision or speech impaired, have mobility or cognitive impairments or other disabilities. Does anyone in your household require special services or equipment due to disability? Yes (Y) _____ or No (N) _____																									

Establishment of Account Password & Additional Authorized Users

Under Federal law you have the right to confidentiality of information regarding the telecommunication service to which you subscribe and La Ward Telephone Exchange, Inc., (La Ward) has the duty to protect that confidentiality. This confidential information includes such things as, specific services you purchase, the number of services purchased, who your providers is for service, call detail records, and charges related to the number of services purchased. This information is referred to as **Customer Proprietary Network Information (CPNI)**.

Among the new rules is the option for you to establish a password with La Ward and provide that password during a telephone call from you before we are authorized to disclose or discuss CPNI information. For your protection the password you chose should not derive from biographical or account information. If you should choose to furnish La Ward with that password please fill in space below.

Password _____ Should a customer forget or lose a password, please use the following question for authenticity.

(Please only choose one question to answer, fill in the blank next to the corresponding question to indicate which security question you have selected)

What is your favorite Hobby? _____ **What is your favorite animal?** _____ **What color was your first car?** _____

Please List individuals that you would like to include as authorized representatives on your account. **NOTE: LISTED INDIVIDUAL(S) WILL HAVE FULL AUTHORITY TO MAKE INQUIRES, RECEIVE ACCOUNT INFORMATION, AND MAKE CHANGES TO THE ACCOUNT.**

Customer name: _____ Line# : _____ Member # _____ Date: _____

Authorized Signature: _____

Terms and Conditions for use of La Ward Communications Internet

1. User expressly agrees that the use of the internet is at their sole risk. Neither La Ward Communications (LW Com), nor any other information provider makes any representation or warranty as to the results obtained from the use of the internet. The internet is made available on an "as is" basis without warranties of any kind, either express or implied, including but not limited to, warranty of titles, timeliness, merchantability, or fitness for a particular purpose. Neither LW Com nor anyone else involved in creating, producing, or delivering the use of the internet shall be liable for any direct, indirect, incidental, special or consequential damages arising out of use of the internet or inability to use the internet. USER also expressly agrees that LW Com does not warrant that the internet will be uninterrupted and error free. Downtime and lost transmissions may occur on the internet, and users indemnify LW Com and agree to hold it harmless from any problems, errors, or damages arising from such downtime or lost transmissions.
2. LW Com's Network is only for lawful purposes. Transmission of materials violating U.S. or state regulation is prohibited. This includes, but is not limited to copyrighted materials, materials legally judged to be threatening or obscene, or materials protected by trade secret. USER agrees to indemnify and hold LW Com harmless from claims resulting from use of the service which damages USER or another party. USER is responsible for materials sent across the network from USERs account. User is able to secure access to their account by means of a password, which may be changed at will by USER. USER has full, unrestricted access to the Internet: which, as a free-flowing information universe, may contain- beyond the vast amounts of educational information - matter considered to be improper, offensive, or even unlawful by some governments, private groups, or individuals. By using LW Com internet USER accepts this and agrees to indemnify LW Com and hold it harmless from any actions, lawsuits, or problems arising or associated with such matter. USER acknowledges that the internet uses public facilities to transmit voice and data communications and that service may not be completely private. LW Com is not liable for any claims, loss or damages which may result from lack of privacy. LW Com will release information requested by lawful court orders.
3. Access to other networks connected to LW Com must comply with the rules for that network. USER shall observe all generally accepted "net etiquette." USER agrees to accept liability for their actions and how the interpretation of other "citizens" and users of the Net. Unacceptable behavior may result in grounds for termination of service.
4. Services provided to USER by LW Com are billed by La Ward Telephone Exchange, Inc. (LW Tel) on the first day of the month for the next month, in advance. All invoices are due and payable at State Hwy 172 South in La Ward, Texas on the 16th day of each month unless otherwise specified on the current invoice. Billing commences on the day services are ordered and will be pro-rated based on the start date. Accounts that have not been paid by the 2th of the month are subject to service interruption.
 - 4.1 Non-use of service does not eliminate financial responsibility. USER is responsible for notifying LW Com in advance when billing and access to the network should cease. Until notice has been given, USER is responsible for charges incurred up to that date.
5. LW Com may modify this agreement at any time to comply with legal regulations, with notice of modification posted on LW Com website (<https://www2.laward.net>) Such posting shall be dated and considered effective based on the posted date whether or not USER has reviewed the modifications
6. These terms and conditions are effective November 2004 and supersede all previous representations, understandings or agreements and shall prevail not withstanding any variance of any order submitted.
7. In order to take advantage of these rates, customer will need to return to LW Com a signed "Limited Letter of Agency" (LLOA). This document appoints LW Com as the agent to purchase the ADSL line service on customer's behalf from LW Tel. Upon deletion of service, if purchased equipment has not been paid in full, customer will be responsible for any balance that is still outstanding on that equipment. If service is deleted before 6 months from activation, a \$185.00 line installation charge will apply.
8. LW Com ADSL has a maximum downstream speed of 6 Mbps and a maximum upstream speed of 1 Mbps. These speeds are peak speeds and are not guaranteed because of factors such as end user distance from the Telephone Company, ADLS hub location, and gauge of the copper cable service to the end user premises. LW Com ADSL service is not available in all areas served by LW Tel. Customers location will be confirmed by LW Tel before signing LW Com LLOA's. To determine if you qualify for this service you will need to call 361-872-2211. Additional line qualification criteria may be required and could restrict you from getting ADSL service even if you are within one of these service areas.
9. LW Com can act as customer's agent in requesting the Telephone Company to LW Com ADSL service on customer's behalf. A compatible ADSL Modem is required for service.
10. This Limited Letter of Agency ("LLOA") authorizes LW Com) to act as the undersigns' ("Customer") agent with regard to all matters concerning the Customer's ADSL telecommunications service provided by LW Tel. This LLOA specifically authorized LW Tel to provide full cooperation with the release of the Customer's ADSL records and ADSL billing information. Specifically, this LLOA allows LW Com to be the responsible party on behalf of the Customer for All ADSL service and provisioning matters and for payment of the Customer's associated recurring and nonrecurring ADSL service charges. It is understood by the parties that the Customer will continue to deal directly with LW Tel with regards to all other telecommunications service matters not specifically covered by this LLOA. It is further understood by the parties that LW Com will not assume any Customer or LW Tel service performance or impairment liabilities associated with the ADSL service covered by this LLOA. An executed copy of this LLOA shall be deemed to authorize LW Com to act on Customer's behalf for ADSL service provided by LW Tel. This LLOA shall commence on the date signed by the Customer and shall continue for a period designated or until LW Com and LW Tel terminate the agreement.

Authorized Signature _____

Date: _____

Agreement

It has been explained to me and I understand that the prices listed on this application and in all other La Ward Telephone materials DO NOT INCLUDE taxes, franchise fees, and other mandated charges. I authorize La Ward Telephone to perform credit checks in accordance with acceptable law. I agree that I will be responsible for any and all damages to La Ward Telephone equipment. I understand that a deposit may be required.

*For all applicants signing up for the Internet Service: I agree to keep La Ward Internet Service for 6 Months. If I Decide to terminate service before my 6 month commitment is fulfilled, I agree to pay an early termination fee of \$185.00 for DSL. This fee will be pro-rated.

Applicant Initials: _____ Date: _____