

TotelCSI

P.O. Box 300 Ochelata, OK 74051-0300
918-535-2208 www.totelcsi.com

Name:

First

Middle Initial

Last

Phone Number:

Home

Work

Cell

Physical Address:

Billing Address:

City _____ State _____ Zip _____

Payment:

**Payment for the first month's service and installation is due at the time of completion of this application.
All Internet charges are billed monthly and appear on your Totah Communications, Inc. bill.**

Please check mark payment method:

Card Type:

Cash or Check:

☐

Credit Card or Check # : _____

Expiration Date: _____

Name on Card: _____

Security Code: _____

Broadband Plans:

DSL Service:

Fiber Service:

****Not Available in All Areas**

Router/Installation:

\$150.00 (Price Subject to Change)

Discounts:

☐

\$2.00 Discount for Totel CSI Long Distance Calling Plan

Discount Plan Name:

Email/Password:

You must provide at least one email/password combination to register for 24 hr. Support.

Email: Any combination of letters and numbers may be used.

Password: Any combination of letters, numbers and characters, must be at least 12 characters long and include at least one number.

Email Address: _____

Password: _____

Email Address: _____

Password: _____

Email Address: _____

Password: _____

All internet accounts are billed monthly using the information on this form. For changes to this form, customer must notify Totel CSI Thirty (30) days in advance. Notification with less than Thirty (30) days notice may not get changed before billing cycle. Payments are due upon receipt of bill and will be considered delinquent after the 10th of each month. Return check fees of \$30.00 (in KS), \$25.00 (in OK) will apply for all returned checks. Credit card payments are subject to authorization of the issuing credit card company.

By signing, I acknowledge that I have read, understand and agree to the terms, conditions and provisions attached to this Agreement. I guarantee that I am authorized to enter into this agreement as an individual or as an agent or representative of the company or business purchasing services.

Please Print Name:

Authorized Signature:

Date:

We support service to computers with Windows 11 and Windows 10 versions, as well as macOS.
We make our best effort to support gaming consoles and streaming devices.
When we install service, please let us know what equipment will be connecting to the Internet.

Total CSI, its representatives, associates, and/or affiliates do not guarantee compatibility of its service with any software loaded on any computer attempting to use its service including but not limited to operating software.

INTERNET ACCEPTABLE USE POLICY

I am aware that the customer is responsible for compatibility of equipment with Total CSI. The Company may discontinue service without prior notice if we determine, at our discretion, that your use of the service: 1) violates US or state laws or regulations, including any copyright violation, 2) includes communication of a threat, 3) includes sending of unsolicited nuisance messages, or 4) includes abusive communication, or 5) if your use includes providing Internet access to others.

Customer Initials _____

I am aware that any customer modifications of supplied hardware or software, either physically or by reconfiguration, that necessitates a service visit by Total CSI and/or Totah Communications, Inc. personnel and/or their contractors will be considered a chargeable service call. Hardware supplied and its warranties are for defects in materials and workmanship only. Software is not installed or guaranteed by Total CSI, its affiliates, or associates.

Customer Initials _____

I am aware that Total CSI High Speed Internet is being offered as and will be supported as a single machine application only. Networking is available at an additional cost or is the responsibility of the customer.

Customer Initials _____

I am aware that the modem supplied at installation was purchased from Total CSI and has a thirty (30) day warrantee. Total CSI offers a maintenance plan for the modem. Should you experience problems, Total CSI will repair or replace the modem at their discretion. Maintenance does not cover damage due to misuse or damage caused by acts of God (ie lightning).

Customer Initials _____

By signing, I acknowledge that I have read, understand and agree to the terms, conditions, and provisions of this Agreement. I acknowledge that this paragraph is only a summary, and does not modify or amend my obligations as more fully set forth on the reverse side of this Agreement. I guarantee that I am authorized to enter into this Agreement as an individual or as an authorized agent or representative of the company purchasing the service.

Customer Signature _____ Date _____.

This Subscriber Agreement ("Agreement") is made between the Subscriber and Total Customer Services, Inc. dba Total CSI ("Provider") for the provision and use of Internet services and/or products ("Service").

1. THE SUBSCRIBER: The "Subscriber" must be 18 years of age, legally able to enter into contracts, and is responsible for the Subscriber Account. Subscriber shall supervise and is responsible for any use of the Service by other users of the account. Subscriber shall pay all fees, taxes, charges, and other expenses incurred in connection with the account. Subscriber is responsible for any networking of computers beyond the point of interconnection with Total CSI or its affiliates.

2. THE SERVICE: The service consists of the transmission of high-speed data communications via "DSL". The service currently excludes Business Rate services unless so noted on reverse side of this agreement. The Service may contain material that is unsuitable for minors. Subscriber is expressly prohibited from the resale of the Service to any third party. Total CSI is not responsible for any material as may be transmitted or received in the use of the Service. DSL is sold on a per location basis.

3. CHANGES TO THE SERVICE: Provider may at any time change this Agreement, including pricing, billing terms, discontinuance of, addition to or revisions of any aspect to the Service at its sole discretion without notice. In the event that Provider changes this agreement, Service or related pricing or billing terms, Subscriber may immediately terminate this Agreement. Use of the Service after any change constitutes acceptance of such change.

4. TERM: This Agreement is for a term of one (1) month (BILLED IN ADVANCE) and shall automatically renew until terminated in accordance with this Agreement. The Subscriber may terminate this Agreement upon Thirty (30) days written notice to Provider. A cancellation fee may apply. Termination after installation procedures have commenced may result in the forfeit of all or part of the advance payment or deposit(s). Provider may in its sole discretion terminate this agreement at any time. In the event that Provider terminates this Agreement for reasons other than breach of Agreement, the Provider shall provide 30 days written notice to Subscriber. Subscriber is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.

5. FEES AND PAYMENT: Subscriber shall pay all taxes, fees, charges, and other amounts for the Service at the rates in effect for the current billing period. Provider shall make available to the Subscriber, either on its own or through a third party, a statement for each billing cycle showing payments, credit purchases, and other charges as may apply. Payment is due in full each month. Payments not received before the next statement, may result in interest on the delinquent balance at the rate of three percent (3%) per month in Kansas and one and one-half percent (1 ½ %) per month in Oklahoma, prorated on a daily basis. Credit amounts shall not accrue interest. Subscriber shall pay the reasonable costs of any collection agency, attorney, or court as may be used by Provider to collect past due amounts or to enforce this Agreement. A reactivation fee or deposit may be required before Service is reactivated after termination. Provider may sell, assign, or transfer Subscriber's account to a third party without notice to Subscriber. In the absence of notice, Subscriber must continue to make all required payments to Provider in accordance with Subscriber's billing statement.

6. FAIR ACCESS POLICY: To facilitate equal Internet access for all subscribers, the Service may be subject to a running average fair access policy. Fair access establishes an equitable balance in Internet access for all customers regardless of their frequency of traffic usage. To ensure this equity, Subscriber may experience some temporary throughput limitations. Internet access is not guaranteed. Speeds listed are up-to speeds and are not a guarantee of actual upload or download speed.

7. SOFTWARE LICENSE: Provider grants to Subscriber a personal, non-exclusive, non-assignable and non-transferable license to use and display software that may be provided by or on their behalf for the purpose of accessing the Service ("Software"). Unauthorized copying of the software is expressly forbidden. Subscriber may not sublicense, assign, or transfer the license or the Software.

8. COPYRIGHTS AND LICENSES: The content of the Service is protected under applicable copyright law. All copying, modification, distribution, publication, or other use by Subscriber, or by any user of Subscriber's account, of any such content is prohibited, except as expressly permitted by the holder of the applicable copyrights.

9. ENDORSEMENT: Provider does not recommend that Subscriber rely upon any content made available through the Service without appropriate verification.

10. USE OF INFORMATION: Information generated by provider in connection with the administration of the Service shall be the exclusive property of Provider. Except to the extent prohibited by applicable law. Provider may distribute, loan, sell, or otherwise share information concerning descriptive or related data which do not rely on providing to recipients the identity of any particular subscriber or user of the Service. Provider may provide information, to courts, law enforcement agencies, and others involved in prosecuting claims or investigations for conduct alleged to be illegal, or to violate or threaten the rights of any person or entity as provided by law. Subscriber's communications with Provider may be monitored for quality control and other reasonable business purposes.

11. SUBSCRIBER CONDUCT: Subscriber shall comply with all laws, rules, regulations, and legal obligations related to the Service and with all acceptable use policies and procedures established from time to time by Provider. Subscriber shall not use the service to conduct any business or activity, or to solicit the performance of any activity, which is prohibited by any law, rule, regulation, or legal obligation (including but not limited to unauthorized interception of e-mail, "spamming", "phishing", etc).

12. SUBSCRIBER EQUIPMENT: Subscriber shall maintain and operate suitable and fully compatible terminal equipment and communication devices required to access Service. *Provider makes no representation or warranties, either express or implied, regarding such Subscriber Equipment. Limited Warranties may be available.*

13. MODEM MAINTENANCE: For a monthly fee, Modem Maintenance is available. At no time does this warranty cover any other equipment. Subscriber is responsible for the proper handling and maintenance of the modem. Modem Maintenance does not cover misuse, as determined at the sole discretion of Provider, or acts of God (i.e. Lightning).

14. DISCLAIMER OF WARRANTIES: *Access to the service is not guaranteed. The service is distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to speed, warranties of title or implied warranties of merchantability or fitness for a particular purpose or otherwise.*

Provider does not provide guarantee or warranty for any acts of God, equipment, software, hardware, etc. except as is expressly described in this Agreement. Total CSI does not guarantee the compatibility of its service with any software, including but not limited to the operating software of computers.

15. LIMITATION OF LIABILITY: *Provider, Affiliates, any information or content providers, service providers, licensors, employees or agents shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages arising out of subscriber's use of the service or inability to use the service or any breach of any representation or warranty. In any event, liability shall not exceed the total amount actually paid by subscriber for one (1) month's service.*

16. INDEMNITY: Subscriber assumes all risk liability associated for any use of the Service. Subscriber agrees to indemnify provider against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorney's fees, arising out of or related to the use of the Service.

17. THIRD PARTY BENEFICIARIES: The provision of Section 12, 13, 14, and 15 are for the benefit of the Provider and its respective contractors, affiliates, information or content providers, service providers, licensors, employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf.

18. CUSTOMER CARE: Subscriber may direct all inquiries and service related issues to Provider at 918-535-2208, or e-mail support@totalcsi.com.

19. APPLICABLE LAWS: The laws of the State of Oklahoma, excluding its conflicts of law provisions, shall govern this agreement. Any cause of action of Subscriber, or by users of Subscriber's account, with respect to the Service or this Agreement, must be instituted within one year of claim. This is a contract for services and not goods.

20. MISCELLANEOUS: This Agreement and any additional documents referred to in this Agreement constitute the entire and only agreement with respect to the subject matter and are applicable to Subscriber and all users of Subscriber's account. It supersedes all representations, agreements and other communications with respect to the subject matter except as expressly set forth in this document. Provider may amend it at any time, unless otherwise agreed upon by the Provider and Subscriber in writing. Neither the course of conduct between the parties nor trade practice shall modify the provisions of this Agreement. If any term of this Agreement is deemed to be invalid, illegal, or unenforceable, that portion of the Agreement shall be deemed null and void notwithstanding, the remainder of the Agreement shall remain intact and full force. Provider may authorize or allow its contractors or other third parties to provide services necessary or related to performance under this Agreement and may collect payment on their behalf. Notice under this Agreement may be made by any reasonable means, including but not limited to, email, postal service, or publication.



APPLICATION FOR BROADBAND ONLY SERVICE

Date: _____ Exchange: Due Date: _____

Applicant Name: _____ SS# _____

Spouse Name: _____ SS# _____

Physical Address: _____

Billing Address: _____

City, State, Zip: _____ County:

Enroll in Paperless Billing: ☐ Billing Email Address: _____

Service Location & _____

Instructions: _____

Type of Service:

Credit Information

Residence: Landlord _____

Previous Address: _____

Applicant Employer: _____

Business Phone: _____

Spouse's Employer: _____

Business Phone: _____

For Office Use Only:

ADVANCE PAYMENT: _____ Contact # _____

Application Taken By: _____



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AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS

*****ACH DEBITS/CREDITS*****

Trans/ABA Number: _____

Checking/Savings Account Number: _____

Customer Name on Account: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Financial Institution: _____

IMPORTANT: PLEASE ATTACH A VOIDED CHECK OR SAVINGS DEPOSIT SLIP WITH THIS FORM TO ENSURE ACCURATE PROCESSING.

I hereby authorized Totah Communications, hereinafter called "COMPANY", to initiate debit entries, if necessary, credit and adjustment entries in error to my _____ account (select one) and the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to my account.

There will be a \$3.00 processing fee for all customers that are not setup on a recurring monthly basis and have this form on file.

*****CREDIT CARD CHARGES / CREDITS*****

Payment Method: Security Code _____ (three or four digits)

Credit Card Number: _____ Expiration Date: _____

Name on Credit Card: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number(s) to be paid by above method: _____

I hereby authorize Totah Communications, Inc. hereinafter called "Company", to initiate, if necessary, credit and other adjustment entries to my credit card. The above charge is for my monthly bill. I also understand that there will be a maximum \$30.00 (in KS), \$25.00 (in OK) service charge in addition to fees my bank may make on drafts returned unpaid or credit card number that does not clear. I also understand that any check/charge returned unpaid will put my account in jeopardy if not satisfied within two weeks.

Please return form along with a voided check or savings deposit slip for our files if doing ACH,

Return to: TOTAH COMMUNICATIONS, INC.

PO BOX 300

OCHELATA, OK 74051-0300

Signature: _____ Date: _____

PLEASE CHECK WHICH PAYMENT DATE YOU PREFER

Payment Date:
(Select One)

10th

20th

Or

I WISH TO OPT OUT OF AUTO PAY

Signature: _____ Date: _____

Total Communications, Inc./Total CSI are proud to offer a substitute for the \$110.00 hourly fee for onsite service calls.

We offer a plan which includes unlimited truck rolls to your location. For \$10 per month you can call our office and ask for assistance. If we can't walk you through a resolution, we will send an employee out to help you onsite. This includes the needed wiring repairs and replacement. It also includes moving/replacing of a jack.

Our second plan includes all the above but also includes up to 2 replacement Modem/routers per year. For \$15 /month, we assist you with onsite issues and two modem replacements. Should your modem stop working for some reason, we can send you a new one up to twice per year.

There are some limitations including acts of God, misuse, animals, insects, etc. These plans require a 12-month subscription. You will have up to 30 days of signing up for the service to cancel without penalty. Should you cancel for any reason prior to the 12 months, you will be responsible for the remaining monthly fees.

As always, you can waive signing up for either of the above plans and pay the \$110.00 per hour fee should you need us to make a visit to your home or business. That fee does not include the cost of a replacement modem/router.

Call 918-535-2208 to sign up for one of the plans today. Should you have questions, call 918-535-2208 and discuss with a representative of Total Communications, Inc/Total CSI.

If you would like to sign up for one of the new modem maintenances plans you may call the office or sign below and mark the plan you want, and mail back to us and we will get it added to your account.

Signature: _____ Date: _____

\$10 plan (truck roll only)

\$15 plan (truck roll and modem)

Or

I WISH TO OPT OUT OF MAINTENANCE PLAN

Signature: _____ Date: _____

**Customer Proprietary Network Information
(CPNI)**

Customer Name: _____

Telephone Number: _____

Authorized Person(s) on Account: _____

Password: _____

Password Hint Question: What is Your Favorite Color: _____

Personal Question Choices:

Name of High School Attended: _____

Mother's Maiden Name: _____

Favorite Sport: _____

Name of High School mascot: _____

First Grade teacher's name: _____

Email address: _____

_____ I request that neither Totah Communications, Inc., Totel CSI nor Bartnet IP,
Initial LLC contact me for the purposes of informing me of new or changes in
products and services except as may be necessary to comply with Federal and
State Laws and Regulators. I understand that this will limit my ability to
participate in any Promotions in pricing and services.

***DO NOT MAIL BACK WITH YOUR TELEPHONE BILL!!! You can email this to
kelli@totahcomm.com or mail to PO Box 300 Ochelata, OK 74051 along with a copy of a
photo id.***