



NEW CUSTOMER PACKET

- TERMS & CONDITIONS
- ACCEPTABLE USE POLICY
- PHONE ADDENDUM
- PRIVACY POLICY
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TERMS & CONDITIONS

SERVICE includes video, data, voice communications, electronic messaging, and any related products or services. Service is provided to your address and is not intended for anyone outside of your immediate premises. These Terms & Conditions govern both the Service and any equipment or devices used to provide the Service.

EQUIPMENT includes any facilities or devices used to provide the Service, including but not limited to fiber optic cables, optical network units, set top boxes, remote controls, telephone adapters, and any other cables, connection, network or related powering devices. PES retains exclusive ownership of all equipment and facilities used to provide Service at your premises.

CREDIT POLICY; DEPOSITS – PES reserves the right to review your previous billing history with PES or access your credit history through a credit reporting agency. Based on your previous payment history with PES or credit report, PES may, at its sole discretion, require a deposit for Service and/or Equipment. Deposit amounts will be set forth in PES's then-current fee schedule found on the PES Energize website.

BILLING; PAYMENT TERMS – PES will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears). Applicable charges will be set forth in PES's then-current fee schedule found on the PES Energize website. Failure to pay the total balance when due may be grounds for disconnection of the Service and/or imposition of additional fees. PES may charge a reasonable fee for all returned checks and bankcard charge backs. The returned amount (plus fee) must be replaced by cash, cashier's check or money order. If PES retains an agency or attorney to collect any amount owed, you will be obligated to pay all of PES's costs of collection together with reasonable attorneys' fees. You must notify PES within thirty (30) days of your PES invoice date if you dispute any PES charges on that invoice, or such dispute will be deemed waived.

MONTHLY TERM; AUTOMATIC RENEWAL – Service is offered on a monthly basis. The initial monthly term will begin on the date that you receive Equipment from PES, and will terminate on the billing due-date the following month. Thereafter, these Terms & Conditions and your Service will automatically renew for successive terms of one (1) month each, without the necessity of further action by either you or PES.

TERMINATION – Either you or PES may terminate these Terms & Conditions at any time by providing the other party with notice of termination, subject to the payment of applicable termination fees. Termination will be effective within 72 business hours following notice of termination. If you terminate your Service, you will be responsible for the payment of all accrued but unpaid amounts due through the effective date of service termination. Note that you may not receive your final bill for such amounts for up to sixty (60) days following termination. All Equipment must be returned to PES within seven (7) days of the date Service terminates, unless you and PES agree that the Equipment may remain on your premises. Otherwise, you will

be charged an equipment fee, as set forth on the then-current fee schedule, for not returning the Equipment undamaged and in original condition, reasonable wear and tear excluded.

USE OF SERVICE AND EQUIPMENT – The Service and Equipment are provided to you for your personal use. You may not: resell or transfer the Service or the Equipment to any other person for any purpose, or charge others to use the Service; use the Service in any manner that is contradictory to the Acceptable Use provisions listed on the PES Energize website; tamper with, disrupt or "hack" the equipment, or make use of the Service in any way that is inconsistent with its intended purpose. PES reserves the right to terminate your Service should you, in PES's sole discretion, commit any of the actions listed above.

CONTENT – You are responsible for any and all liability that arises out of the content transmitted by or to you or other Users using the Service. A User means any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you. You shall assure that use of the Service by you and any other User will at all times comply with all applicable laws, regulations and written and electronic instructions for use. PES reserves the right to terminate affected Services if PES determines that such use does not conform with the requirements set forth in these Terms & Conditions, the Acceptable Use provisions, interferes with PES's ability to provide Services to you or others, or, if PES receives notice from anyone that your or Users' use may violate any laws or regulations. You will indemnify and hold PES harmless against any and all liability arising from the content transmitted by or to you using the Service.

PARENTAL CONTROL – The Service may include cable television, pay per view or other video services. Parental control features are available for use with the Service to block or "lock-out" certain video programming channels. Please contact us if you would like more information about these features.

VIDEO PROGRAMMING – You acknowledge that PES has the right at any time to preempt without notice specific advertised programming and to substitute programming which PES deems to be comparable.

PRIVACY – The Service utilizes, in whole or in part, the public Internet and third party networks. PES is not liable for any lack of privacy which may be experienced in the use of the Service.

ACCESS – Upon request, you shall promptly provide PES employees and contractors safe access to your premises for the purpose of installing, maintaining, removing or inspecting any or all equipment or facilities of PES used in delivering the Services to you and other customers of PES. You shall further provide such right-of-way and access rights as are necessary for PES's facilities used in the delivery of Service. These obligations shall survive termination of the Service for so long as PES maintains such facilities and equipment on your premises.

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THEFT OF SERVICE – You agree to notify PES immediately if your Service or Equipment is stolen or fraudulently used. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as PES receives notice of the theft or fraudulent use, you will be liable for all use of the Service and/ or Equipment stolen from you or fraudulently used.

COPYRIGHT – Any firmware or software used to provide the Service and all Services, information, documents and materials provided by PES in written or electronic form are protected by trademark, copyright or other intellectual property laws. All names, service marks, trademarks, trade names, logos, content, photographs, sound or image files and domain names (collectively “marks”) of PES are and shall remain the exclusive property of PES, and nothing in these Terms & Conditions shall grant you the right or license to use any of such marks.

NO WARRANTIES ON SERVICE – PES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS. Without limiting the foregoing, PES does not warrant that the service will be without failure, delay, interruption, error, degradation of quality, or loss of content, data or information. Neither PES nor its officers, directors, employees,

contractors or any other service provider who furnishes services or products to customers in connection with these Terms & Conditions or the Service will be liable for unauthorized access to facilities, premises or equipment or for unauthorized access to, or alteration, theft or destruction of customer’s data or information regardless of whether such damage occurs as a result of negligence by PES, its contractors or service providers. Statements and descriptions concerning the Service or Equipment, if any, by PES or by PES’s contractors are informational and are not given as a warranty of any kind.

INDEMNITY – You agree to indemnify and hold harmless PES and its employees, contractors, affiliates, agents, officers and directors from all liabilities, claims and expenses, including attorneys’ fees, that arise from your use of misuse of the Service.

GOVERNING LAW – These Terms and Conditions and the relationship between you and PES shall be governed by the laws of the State of Tennessee. The failure of PES to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any portion of these Terms & Conditions is legally declared invalid or unenforceable, all other parts of these Terms & Conditions are still valid and enforceable. PES reserves the right to amend these Terms and Conditions at any time at its sole discretion.

By activating the Service, you acknowledge, represent and agree that you have read, understand, and agree to the these Terms and Conditions, and that you are of legal age to be bound herein.

ACCEPTABLE USE POLICY

PES provides data services that utilize third-party networks and other Internet resources. As such, we are bound by standards of acceptable use and are required to bind our customers to comparable standards. Therefore, the following Acceptable Use Policy shall govern the activities of all PES Energize data customers and are considered an addendum to the Terms & Conditions.

Your use of the Service is governed by applicable local, state, national and international laws and regulations, including without limitation laws relating to copyright, trademark, obscenity, defamation, the right of privacy, false advertising and fraud. In addition to complying with such laws and regulations, you are expected to use your best judgment and be respectful of others. You must also use your best efforts to avoid interfering with the use of the Service by others and to ensure that you are following rules of proper conduct.

Although PES does not exercise editorial control or review over the content of any communication made with use of the Service, it may monitor, block, filter, or restrict by any other means, any communications that, in PES’s sole discretion, may be illegal, may subject PES to liability, or may violate the Terms and Conditions. PES may cooperate with legal authorities, third parties, or both in

the investigation of any suspected or alleged crime or civil wrong committed using the Service, Equipment, or both.

PES is not responsible for any communication transmitted to you, or from you. You agree to indemnify and hold harmless PES for any content including, but not limited to, email messages, blog or message board posting or other information published or transmitted by you, or to you, through the Service.

The following activities are considered illustrative (but not exhaustive) violations of the Terms and Conditions. PES is the sole and final arbiter of what is an acceptable use of the Service. Without limitation, you will be in breach of this Acceptable Use Policy and Terms & Conditions if you use the Service:

- to transmit any material (by speaking, saving, email, voicemail or otherwise) that intentionally or unintentionally violates any applicable local, provincial, national or international law or any rules or regulations thereunder, including without limitation material that is threatening, abusive, tortuous, harassing, defamatory, libelous, obscene, invasive of another’s privacy or hateful;
- to harm or attempt to harm children in any way;

- to make fraudulent offers to sell or buy products, items or services or to advance any type of scam, financial or otherwise, such as “pyramid schemes,” “Ponzi schemes,” unregistered sales of securities, securities frauds and chain letters;
- to transmit material (by speaking, saving, email, voicemail or otherwise) that you do not have a right to make available to others, whether under any law or any contractual or fiduciary relationships;
- to transmit any unsolicited commercial email, unsolicited bulk email, or other unsolicited electronic communications or use deliberately misleading headers sent to multiple parties, including without limitation sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law;
- to transmit any material (by speaking, saving, email, voicemail or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- to access or attempt to access the accounts of others, or to penetrate or attempt to penetrate security measures of PES's or any other's computer software or hardware, electronic communications system or telecommunications system, whether or not resulting in disruption of Service or the corruption or loss of data;
- to falsify header information, or in any way attempt to mislead or disguise communications or use of the Service;
- to attempt to intercept data, block or interfere with any user or host;
- to commit an act in disobedience of any requirements, procedures, policies or regulations of any networks that connect to the Service;
- to transmit any material (by speaking, saving, email, voicemail or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any other person;
- to collect or attempt to collect personal information about another person without that person's knowledge or consent;
- to use the Service in connection with illegal peer-to-peer file sharing.

In the event you are aware of a violation of the terms of this Acceptable Use Policy, PES requests that you contact PES and provide as much of the following information as possible:

- the IP address, or any other method of identification, used to commit the alleged violation; and the date and time of the alleged violation, including the time zone and any other evidence of the alleged violation;
- when reporting a matter regarding unsolicited email, please provide a copy of the unsolicited email messages with full headers, if possible.

You are entirely responsible for maintaining the confidentiality of your password and account information, as well as the security of your network. You must adopt adequate security measures to prevent or minimize unauthorized use of your network or account. It is your responsibility to ensure that your network is configured in a secure manner, and you may not permit your network, through action or inaction, to be configured in such a way that a third party may use your network in an illegal or inappropriate manner. You agree immediately to notify us of any unauthorized use of your account or any other breach of security known to you. Should any of your systems be violated, you are responsible for reporting the violation and then fixing the exploited system. You are responsible for any misuse of your account, even if a friend, family member, guest, employee or other person committed the inappropriate activity.

Upon becoming aware of an alleged violation, PES may take such action as PES in its sole discretion may determine, including without limitation:

- issuing warnings, written or verbal, suspending or terminating the account of a user who violates the terms of this Acceptable Use Policy;
- charging a customer who violates the terms of this Acceptable Use Policy with administrative costs and/or reactivation charges
- bringing legal action to enjoin violations, collect damages, or both.

If, in its sole judgment, PES believes that the Service or Equipment has been used to transmit or receive such communications or material, PES may forward copies of such communications and objectionable material, if available, as well as any records related thereto, any of your communications with PES, and your personal information to the appropriate authorities, and you hereby consent to such forwarding.

PES has absolute discretion in determining whether a customer's activities or use of PES Energize services are in violation of this Acceptable Use Policy.

PRIVACY POLICY

PES respects and is committed to protecting your privacy. That is why we have adopted this Privacy Policy for all PES Energize services. This Privacy Policy statement describes our collection, use, disclosure and retention of information about you, how you may review and correct errors to that information, and enforcement of your rights regarding personal information.

COLLECTION OF SUBSCRIBER INFORMATION –

Personally identifiable information about our subscribers is collected as necessary in order to render the Service, to detect unauthorized reception or use of the Service, and as disclosed in this Privacy Policy. In order to provide reliable, high-quality service to you, we keep regular business records containing information about you such as your name, address, e-mail address, telephone number, driver's license number, social security number, bank account number, credit card numbers, credit history and other similar information. We collect and maintain information about your account such as billing, payment and deposit history, maintenance and complaint information, and the service options you have chosen. In addition, we may combine personally identifiable information, which we collect as a part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced database to use in marketing and other activities. We may maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires. When you use interactive or other transactional television services (i.e., pay-per-view services), the cable system automatically collects information on your use of such services, including the programs you view or order.

We use this information to:

- Install, operate and maintain the service;
- Confirm you are receiving the level(s) of service requested and are properly billed;
- Identify you when changes are made to your account;
- Inform you of new products or services that may be of interest to you;
- Detect unauthorized reception of the service;
- Determine whether applicable policies and terms of service are being violated;
- Configure cable service-related devices;
- Comply with law; and
- As otherwise necessary to provide the service or conduct a legitimate business related to service provided to subscribers.

DISCLOSURE OF INFORMATION – Personally identifiable information will also be disclosed for other legitimate business activities related to the service including, for example:

- Billing and collections;
- Administration;
- Surveys;
- Marketing;

- Maintenance
- Fraud prevention.

In addition, personally identifiable information about you will sometimes be disclosed to others (such as our employees, contractors and agents for our internal business purposes) as well as outside auditors, professional advisors, service providers, potential business transition partners, regulators and franchise authorities with or without your written consent if necessary to render the service or to conduct a legitimate business activity related to the service.

Although we make every reasonable effort to preserve your privacy as described in this Privacy Policy, we will disclose personally identifiable information about you without your consent when required to comply with a valid legal process such as a subpoena, court order or search warrant, for example. In such event, you will be notified before we respond if we are permitted to do so by law. Upon receipt of such notice you have the right to appear in court and, if the court order is sought by a governmental entity, to contest such entity's request for the release of your information. We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property; in emergency situations and to enforce our rights in court or elsewhere.

We reserve the right to include information about you in collective or aggregate formats, such as ratings surveys and other statistical reports, which do not personally identify you, your particular viewing habits or the nature of any transaction you have made over the cable system.

SECURITY – We take reasonable security precautions to protect your personally identifiable information that we collect on the service from unauthorized access, use, and disclosure. For example, we store billing records on computers in a controlled and secure environment. However, we cannot guarantee that our security precautions will prevent every unauthorized attempt to access, use, or disclose your personally identifiable information.

MARKETING SERVICES – From time to time your name and address might be disclosed for mailing lists in connection with the promotion of PES Energize products and services and other legitimate business activities. If you wish to remove your name from such lists or limit the use of your name and address at any time, please contact us, in person, in writing or by telephone at (931) 363-2522. PES Energize will not disclose your personal information for a third-party's marketing purposes.

RETENTION OF INFORMATION – We will maintain most, if not all, of the personally identifiable information we have collected during the time you are a subscriber. We generally will destroy the information after a reasonable period of time has elapsed following the termination of your account with us, if the purpose for which such information was collected has been accomplished and we no longer need to retain the information for compliance with law, tax or other legitimate business activities.

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RIGHT TO REVIEW AND CORRECT INFORMATION –

You may examine and copy (at your cost) any information we create relating to you at the PES office, 128 S. First Street, Pulaski, Tennessee, upon reasonable notice and during regular business hours. If you wish to inspect those records, please contact us by mail or telephone at (931) 363-2522, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment during regular business hours. You will be permitted to examine only records that contain information about you and no one else.

ENFORCEMENT – You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about you through a civil action under federal law, in addition to other rights and remedies that may be available to you under federal or other applicable laws.

FREEDOM OF INFORMATION – As a governmental entity, PES may from time to time be required by state and federal law to disclose personally identifiable information about you as directed by state of federal law without your consent.

NOTICES AND CHANGES TO PRIVACY POLICY – As required by federal law, we will notify you of our Privacy Policy annually. We reserve the right to modify this policy at any time. We will notify you of any material changes via written, electronic or other means permitted by law. If you find the change unacceptable, you have the right to cancel service. If you continue to use the service following notice, we will consider that as acceptance of the change.

PHONE ADDENDUM

EMERGENCY SERVICES - 911 DIALING

All of our customers have access to Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. You authorize us to disclose your name and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers. This Service is provided at a specific permanent address and not available as a nomadic offering. **IT IS ILLEGAL FOR YOU TO USE THE EQUIPMENT AT ANY LOCATION OTHER THAN THE REGISTERED ADDRESS.** The documentation that accompanies your Service will include a sticker concerning the potential non-availability of E911 (the “911 Sticker”). If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact PES Energize.

CONFIRMATION OF ACTIVATION REQUIRED. Your 911 Dialing feature may not be activated for any phone line that you are using with the Service unless and until you receive **VERIFICATION FROM PES ENERGIZE** that the 911 Dialing feature has been activated for that phone line.

SERVICE OUTAGES. In the event of a power failure, network backup power systems are in place. A limited battery backup providing up to eight (8) hours of standby power is installed at your premises. Excessive use during a power outage will result in shortened life of the internal battery. Failure of network power backup systems during a power failure or disruption will prevent all service, including 911 dialing from functioning.

Service outages, suspensions or disconnections of your PES Energize services will prevent all Services, including 911 Dialing, from functioning. Other service problems may inadvertently impede the usage of the Service. During such a service interruption, your phone service, including the 911 Dialing feature, may not function. There may be a possibility of network congestion and/or reduced speed in the routing of a 911 Dialing utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge that PES Energize is not responsible for any impediment to your usage of the Service or any loss of service, including 911 Dialing, which may result. In the event you lose Service you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with the PES Energize Terms and Conditions.

DISCLAIMER OF LIABILITY AND INDEMNIFICATION. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither PES Energize nor its officers, directors, employees, affiliates, or agents may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall

defend, indemnify, and hold harmless PES Energize, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

ALTERNATE 911 ARRANGEMENTS. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

NO 0+ OR OPERATOR ASSISTED CALLING; MAY NOT SUPPORT X11 CALLING. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, or 900 calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411).

INCOMPATIBILITY WITH OTHER SERVICES. The Service may not be compatible with certain home security systems or other analog-based phone services. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions or other specialized services. You are responsible for contacting the alarm monitoring company to test the compatibility of any security system with the Service.

USE OF PHONE SERVICE. If you subscribe to PES Energize's phone services, the Service and the Device are provided to you solely for normal residential and small commercial use. You are prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service is, or at any time was, inconsistent with normal residential and small commercial usage patterns.

PROHIBITED USES. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service for an unlawful purpose. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. If we believe that you have used the Service in any of the

forementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, PES Energize will provide information in response to law enforcement requests, subpoenas or court orders, to protect it's rights and property, and in the case where failure to disclose the information may lead to imminent harm to the customer or others . Furthermore, PES reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

TAXES. State and local governments may assess taxes, surcharges and/or fees on your use of PES Energize phone service. These charges may be a flat fee or a percentage of your PES Energize charges and may change from time to time without notice. PES passes all taxes it collects on to the appropriate taxing authority. You are responsible for all applicable taxes, fees or charges now in force or enacted in the future that arise as a result of your subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed to you as set forth in the Terms and Conditions. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate. Other non-tax fees (such as Universal Service Fund, 911 Surcharge, etc.) may also be included with the Service and billed to you as set forth in the Terms and Conditions.

SERVICE DISTINCTIONS. The Service is not a traditional telecommunications service, and we provide it on a best efforts basis. Things beyond our control may affect the Service. Other things may affect Service, such as maintenance. PES Energize will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between traditional telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

LETTER OF AUTHORIZATION. The undersigned Customer hereby appoints Momentum Telecom-Wholesale, LLC ("Momentum") as agent for PES to act as its authorized agent for all matters pertaining to the number(s) listed below. This agency includes disconnections of service and other requests as deemed necessary by Momentum to implement the services ordered from Momentum, including but not limited to: (1) securing information for activating, porting, disconnecting, editing and transferring service for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's directory listings.

PES Energize

Residential_____ Commercial_____

Voicemail: Yes_____ No_____

E-mail Address **(Required)**

Date

Subscriber Acct Number **(iVue Account)**

Employee Signature

Customer

Current Billing Name (if porting)

Current Phone Number(s) (if porting)

Current Provider & Acct No. (if porting)

Customer Name **(Sign)**

Customer Name **(Print)**

Effective September 2017

DEPOSIT POLICY

PES appreciates your interest in the PES Energize Services. You may enjoy any PES Energize Service, except Digital Cable, without providing a deposit. However, in order to protect our investment in digital set-top box devices, PES has adopted this Deposit Policy for Digital Cable installations.

CREDIT SCORE OF 65% (Beacon 550+)
NO ELECTRIC DISCONNECTS FOR NON-PAYMENT — NO DEPOSIT REQUIRED
SETUP FOR AUTOMATIC BANK DRAFT

If your credit score is less than 65% (a Beacon score of approximately 550 and below), or your electric service has been disconnected for non-payment within the last two years, you will be required to provide a deposit—unless you setup your account for automatic bank draft.

THE DIGITAL CABLE DEPOSIT AMOUNTS –
Standard Digital Set-Top Box \$100
High Definition Set-Top Box \$200
High Definition DVR Set-Top Box \$275

Deposit payments can be broken into six (6) monthly installments. After two (2) years without a late payment, PES will refund your deposit upon request.

