

Cancellation, porting and collection policy Eastern Shore of Virginia Broadband Authority

Adopted by the ESVBA Board 3/25/2021

Cancellation & Service Portability:

From time to time, customers of the network may wish to cancel or move their service and require clear guidelines regarding said cancellations. A cancellation is a customer-requested termination of service after signing a service agreement but either prior-to the service activation or during the term of the service. The standard termination of service during the term of the contract is explicitly declared in the users service agreement. This policy is to augment the standard language with clarifications and exceptions.

For cancellations prior to the activation of service-

Users may have ordered service prior to the activation of service and then they may request that the ordered service be cancelled for several reasons. The policy is set as follows:

- If the ESVBA has completed no work nor incurred any expenses by the time the customer has requested to cancel their order, the ESVBA will refund the customer any installation fee that had previously been paid. The service will be considered canceled and the customer shall incur no further fees/charges.
- If the ESVBA has completed some work but not activated the service to the customer, the ESVBA will retain any fees collected and may send a further bill to the customer that includes any incurred costs that have been incurred above and beyond the original installation fee.
- In accordance with § 15.2-5431.27 of the Code of Virginia, the ESVBA reserves the right to place a lien upon the real estate of any owner, lessee or tenant of such real estate equal to the amount of any fees or other charges incurred in connection with the use and services provided to any such real estate. The lien may include the value of fees or other charges due as well as interest which may accrue thereon.

For cancellations upon and beyond activation of service-

It is the policy of the ESVBA that once a customer has received service, they are responsible for their installation fee and monthly fees throughout full original service term or full automatic renewal term. If a customer notified the ESVBA in writing with their intent to cancel service upon completion of their original term or completion of a renewal term, within the timeframe outlined in their MSA or Customer Service Agreement, the customer will receive their last bill during the last month of service. The customer is responsible to return or make available access to return any ESVBA-provided equipment and electronics. Upon payment in full of the final bill, and satisfaction of the ESVBA recovering any equipment electronics it provide, the contract will be considered satisfied and there will be no further obligation of the customer nor the ESVBA. There is no adjustment, offset, or reduction of the remaining monthly fees during the term of the contract except the following:

- If a customer is vacating a property and a new (not pre-exisintg) customer is going to be assuming a new contract at the same property where the previous customer vacated, and the contract value and monthly billing of the new customer is greater

to or equal to the remaining contract value and monthly billing of the vacating customer's remaining contract value then the original customer will be relieved of their responsibility to complete their contract past when the new customer's service is active **The original customer is still 100% responsible for any and all charges incurred up-to the time that the new customer has accepted service.**

- If an existing customer is moving from their on-net address to another on-net address, and the new address has no previous customer encumbrances or open contracts, the customer must start a new term at the new location that includes a contract value that is greater to or equal to the remaining contract value of the original address.
- If an existing customer (Customer A) is moving from their on-net address (existing site with ESVBA broadband service) to another on-net address, and the new address has an existing customer (Customer B) that is looking to cancel their service, **the original customer (Customer B) that is vacating the new address will remain responsible for the remainder of the fees of their contracted terms as stated in their customer agreement or MSA.** The customer moving into the new location (Customer A) must start a new term at the new location that includes a contract value that is greater than or equal to the remaining contract value of the original address in order to avoid responsibility for payment of the balance of Customer A's existing contract.

For requests to port the service-

A customer that wishes to either move their service or to change existing services to better utilize the ESVBA network will be permitted to make said change requests with the following restrictions:

- All residential service port requests will require an administrative fee of \$100 to rehome their delivery from the previous location to the new location. Each service change will each incur this administrative fee.
- All commercial service port requests will require an administrative fee of \$175 to rehome or rearrange any single individual service. Each service change will each incur this administrative fee.
- The customer may request that service be maintained in the previous location and be available at the new location simultaneously for a period of no more than 5-days when possible. Requests to maintain dual-services past 5-days will require the customer to pay the monthly fee at each location for dual-services for a full-months usage. At no time will dual-services be allowed beyond 30-days.
- If the new location requires any costs to move the service, the customer will be billed an installation fee of the total costs to prepare the new location for delivery of the ported/rehomed service.
- For relocations, the contract value and monthly billing, at the new location, must be equal to or greater than the contract value and monthly billing of the service site being reduced or moved from, or the customer will be responsible for payment of

the difference between the balance of the original contract and the value of the contract at the new location.

- For customers that want to alter their bandwidth subscriptions to decrease service in one location and increase in another must ensure the total contract value and monthly billing combined for the two locations must be equal to or greater than the contract value and monthly billing of the original services. The customer may also be billed an installation fee that includes the total costs to prepare the new location for delivery of the ported/rehomed service.

Collections:

The ESVBA will use a uniform method of billing and collections to ensure a balanced and consistent approach to the collection of fees for services provided by the ESVBA.

The ESVBA will issue a bill to a customer for any installation fees as a stand-alone bill which is typically due within 30-days of receipt of bill (NET-30); other terms may be applicable based upon the individual customer agreement. Collection terms may be adjusted depending on the customer's debt risk and past history with the ESVBA including, and up to, the possibility of requiring a deposit of up to three times the monthly billing of the customer, in the reasonable judgment of the ESVBA billing department.

The ESVBA will issue a service bill upon delivery of the service, as per the user agreement, and the first bill shall include any partial service for the remainder of the then current month as well as the full months billing of the next calendar month. Payments are due within 30-days (NET-30) by default unless terms are changed by the ESVBA billing department.

For customers that become delinquent in their billing the following standards shall be adhered to:

- For any balance that exceeds the standard 30-days terms (or the terms established by the ESVBA billing department), the customer shall be notified either writing, via e-mail, or via a phone call that they have gone past their agreed upon billing terms and are in arrears. This shall be annotated in their account in the ESVBA Customer Relations Management (CRM) software. The customer shall be requested to make a prompt payment to bring the account in good standing or make arrangements with the ESVBA billing department for their past-due. The customer shall be strongly encouraged to keep their current bill up to date so they do not fall further behind. Customers are subject to a late fee as designated in their customer agreement or MSA.
- If a customer has not paid their past-due balance within 15-days of the first notice of delinquency, a second notice via at least two of the three aforementioned methods will be used and documented within the ESVBA CRM. Additionally, the customer will be warned that if they have not made arrangements that the ESVBA has agreed to, their service is subject to disconnection as well as a reconnect fees. The ESVBA may also assess late fees based upon the contract terms which will be due within 30 days as well.

The customer will also be notified that any past-due amounts can be filed as a lien in the land records of the County where the property is located. The customer will have the ability to stay these additional actions of disconnection and fees upon mutually agreeable arrangements with the billing department including payment in full.

- If a customer has not paid their past-due within 15-days of the second notice of delinquency, a third notice via the three aforementioned methods will be used as well as notice via registered mail that service will be disconnected within 5-business days of the receipt of the registered mail. All notice information shall be documented within the ESVBA CRM. The ESVBA will also assess late fees based upon the contract terms which will be due within 30-days as well. The customer will be afforded the opportunity to stay these additional actions of disconnection and fees upon mutually agreeable arrangements with the billing department.
- If upon the expiration of the 5-business days from the third notice the customer's service will be disconnected, the customer will be notified of the disconnection and their continued responsibility of the contract through the completion of the term, the fact that the late fees as well as remaining service fees will also be filed as a lien within the land records of the County where the property is located. The customer will be required to pay their past due as well as any late fees and disconnect fees prior to having their service restored. If the user elects to discontinue their service either by an affirmative response or by a failure to timely respond, the ESVBA will assess the remaining monthly fees through the remainder of the term as a single disconnect fee which shall be communicated to the customer in writing. This disconnect fee shall follow the same steps as above excluding the disconnect efforts (as the service is already disconnected).

A user who has not satisfied any pre-existing ESVBA financial obligations shall be denied access to ESVBA services until all previous debts are satisfied. A deposit before securing service again may be required.