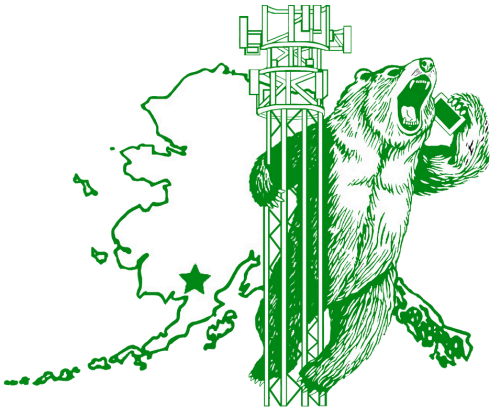

Bristol Bay Cellular Partnership
Seasonal Plans

P.O BOX 456 King Salmon, AK 99613
(907) 246-6399 | (800) 478-6399 | Fax: (907) 246-1115
Email: bbtccsr@bristolbay.com

Customer/ Business Information

Name _____ Birthdate _____ Social Security Number _____

BIlling address _____ City _____ State _____ Zip Code _____

Daytime Phone _____ Work Phone _____ Email Address _____

Driver's License Number & State Issued _____ Name and Address of Relative not living with you _____

Employer Information

Name of Employer/ Cannery/ Fish Buyer _____ Address _____

Vessel Name & Location _____ Vessel ADF&G or VIN Number _____

If Self-Employed, Type of Business _____

Name of Person Responsible for Payment (Required for Business Applications Only _____

Payment Type

☐ **Credit Card:** ☐ Visa Card ☐ Master Card ☐ AMEX

☐ **PO # and Company:** _____

☐ **Cash:** _____

☐ **Autopay - Please initial if you would like to place a card on account for auto-pay** _____

Bristol Bay Seasonal Plans

Up-to 4 lines per account

☐ **Seasonal Plan 1**

$322.00

- **Price includes taxes, fees, and surcharges**

# of Lines: _____

***Additional lines - $170.50**

What's included:

- **Unlimited Talk**
- **Unlimited Nationwide Text**
- **E-sims Available**
- **Unlimited Data (5M/5M speed)**
  - Speeds may vary on area/ time of year
- **NO HOTSPOT**
- **NO Roaming**

☐ **Seasonal Plan 2**

$661.00

- **Price includes taxes, fees, and surcharges**

# of Lines: _____

***Additional lines- $622.50 / Each**
Or
Additional Lines - $170.50 with Plan 1

What's included:

- **Unlimited Talk**
- **Unlimited Nationwide Text**
- **E-sims Available**
- **Unlimited Data (10M/10M speed)**
  - Speeds may vary on area/ time of year
- **HOTSPOT data**
- **NO Roaming**

*** Subscribers are responsible for all international charges.**

Phone Purchase: ☐ Yes ☐ No (Personal Phone use)

Type of Phone: _____ Price: _____

Total: _____ (Plan + Phone)

Please list my number(s) in the directory as shown: ☐ **DO NOT LIST**

Name/ Number: _____ **Name/ Number:** _____

Name/ Number: _____ **Name/ Number:** _____

Bristol Bay Communications Group
Wireless Service Terms

This is an agreement between Subscriber and Bristol Bay Cellular Partnership (BBCP) for the provision of cellular telephone or other wireless telecommunication services or products ("Service"). The agreement shall not be binding until accepted and executed by both parties, including an authorized representative of BBCP, and shall be effective as of the date of the last signature (the "Effective Date").

Statement of Non-Discrimination - BBCP is a subsidiary of Bristol Bay Telephone Cooperative, Inc. (BBTC). BBTC has filed with the Federal Government a Compliance Assurance in which it assures the Rural Utilities Service that it will comply fully with all requirements of Title VI of the Civil Rights Act of 1964 and the Rules and Regulations of the Department of Agriculture issued there under, to the end that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation on, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of its program and the operation of its facilities. Under this Assurance, this organization is committed not to discriminate against any person on the grounds of race, color or national origin in its policies and practices relating to the treatment of beneficiaries and participants including rates, conditions and extension of service, use of its facilities, attendance at and participation in ant meetings of beneficiaries and participants or the exercise of any rights of such beneficiaries and participants in the conduct of the operations of this organization. Any person who believes himself, or any specific class of individuals, to be subject by this organization to discrimination prohibited by the Title VI of the Act and the Rules and Regulations issued there under may, by himself or a representative, file a written complaint with the Secretary of Agriculture, Washington D.C. 20250, or the Rural Utilities Service, Washington D.C. 20250, or this organization, or all of them. Such complaint must be filed no later than 180 days after the alleged discrimination.

Term - The term of service (Term) is six (6) months. This Term begins on the Effective Date and continues for a period of six (6) months.

Service Area - BBCP's "Service Area" means: King Salmon, Naknek, South Naknek, Igiugig, Levelock, Dillingham, Aleknagik, Clarks Point, Ekwok, New Stuyahok, Koliganek, Ugashik, Pilot Point, and Egegik.

Charges - Service is purchased and provided on a monthly basis. Recurring Services, equipment charges, and fees are billed monthly, in advance. Fees such as reconnect fees, labor charges, and other fees may be billed in a future invoice. Subscriber agrees to pay all access charges, usage charges, recurring charges, penalties, fees, taxes, surcharges, long distance charges, and related charges ("Charges") that Subscriber or any other user of Subscriber's wireless device(s) incur(s). Charges vary based on the plan selected by Subscriber and described in the attached Cellular Plan. Subscriber's account may be credited in the event of an overpayment, or a change is made that decreases Subscriber's bill. If multiple wireless devices are associated with Subscriber's account, Subscriber agrees to pay all Charges incurred by users of those wireless devices. For outgoing calls, usage time starts when the user first presses send or the call connects to a network; for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press End or after the call disconnects. Only Subscribers that maintain residency in BBCP's Service Area are eligible for monthly billing. If payments by Credit Card are declined or a check is returned, the account will automatically go into "Past Due" status as described below.
If Subscriber terminates this agreement prior to the end of the Term, Subscriber shall be responsible to pay for any termination or installation fees and a prorated monthly rate (based on the date of termination) for the Service for the month in which Service is received shall be due and payable in the normal course of billing.
A one-time, non-refundable, activation fee of $35.00 will apply to all new Subscribers or Subscribers reconnecting after a disconnect. Activation of service may take up to 2 full business days. In the event of cancellation or discontinuation of service for any reason, Subscriber will be required to enter into a new service agreement prior to resumption of Service.

Wireless Emergency Alerts - BBCP presently does not transmit wireless emergency alerts. Notice required by FCC Rule 47 CFR 10.240 (Commercial Mobile Alert Services).

Local Only – No International Calls. including local, long distance, texting, and data, is standard with each plan.

Service includes local calling, texting, and data to any BBCP services and or local area prefixes. The subscriber is responsible for all additional charges, including taxes, surcharges, or fees, associated with non-local calls, including calls to 800/866/877/888 and other “toll free’ numbers. **International calling is not included**; Subscribers are responsible for all international charges. BBCP reserves the right to assess a surcharge or deposit if Subscriber incurs international charges.

Roaming, long distance and data, can be purchased for an additional fee. International calling is not included; Subscriber is responsible for all international charges. Roaming Plans are only available to Subscribers who maintain a year-round address in BBCP’s Coverage Area.

LTE Service and Data Plans are available in all BBCP Service Areas. Data is unlimited; speeds may vary by location and certain times of the year. Data speeds are 6M/2M and 10M/2M.

Internet Access - BBCP is not responsible for any third-party information, content, applications, or services Subscriber accesses, downloads, or use on Subscriber devices. The subscriber is exclusively responsible for maintaining viruses and other internet security protections when accessing these third-party products or services.

Illegal or Harmful Use - Subscribers may only access and use BBCP’s website, network, and Services or those of any BBPC “Affiliated Entity,” including any parent, subsidiary, partner, affiliate, contractor, or assign, for lawful purposes. Subscriber agrees to comply with BBCP’s Acceptable Use Policy (AUP), a copy of which is available on BBCP’s website. The subscriber is solely responsible for any transmission sent, received, posted, accessed, or stored via BBPC’s network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is strictly prohibited. The subscriber has no ownership rights to any IP address or email address provisioned by BBCP or Affiliated Entity to be used for any Service. By using the Service, the Subscriber agrees to abide by the terms and conditions of this agreement and any applicable calling plan and/or applicable software license.

Service Coverage - All service plans are “best effort,” which means that the advertised speed is the upper limit of available Service. Wireless devices use radio transmissions, meaning they work when the device is in range of a transmission signal. Please be aware that even within the Service Area, network capacity, device capabilities, terrain, buildings, foliage, weather, and other factors may affect the availability or quality of the Service. By entering into this agreement, Subscriber acknowledges that Service outages may occur and that BBCP cannot guarantee that Service will be available at all times. Furthermore, Service may be temporarily disrupted due to government regulations or orders, system capability limitations, equipment failure, nonpayment by Subscriber (as described herein), network upgrades or modifications, relocations or repairs to the network, or other improvements or repairs to the Service network. Service outages may include, but are not limited to, the inability or delay in connecting a call or text to 911 or other emergency services.

Due Date for Payment- Bill are due and payable upon receipt. Outstanding Charges become past due twenty-five (25) calendar days after the date on the bill (“Past Due”). On time payment must be received in BBCP’s business office by 4:30 p.m. on the 25th day or, when the 25th day falls on a weekend or holiday, by 4:30 p.m. on the last business day preceding the 25th day. A monthly late fee of 0.87% of the unpaid balance shall apply to all past due Charges and Subscribers with Past Due accounts will be assessed a $10 fee. Subscribers will be disconnected for nonpayment once an account is Past Due. BBCP will notify Subscriber if the account becomes Past Due. Upon receipt of a Past Due notice, Subscriber shall have 10 days to pay Past Due amounts or enter into a written payment plan with BBCP. If payment is not made or a payment plan worked out, service will be disconnected, and a reconnection fee and deposit will be required if Service is resumed following payment of all Past Due Charges. BBCP reserves the right to charge Past Due amounts to Subscriber’s credit card if a card is on file. Subscriber agrees they will be responsible for payment of all Charges for this account.

Change of Service- Prices and Services are subject to change; BBCP prior notice of any such changes. Subscriber’s use of Services following the effective date of any changes shall be deemed an acceptance of all changes to Charges or Service.

Resale - Customer agrees that Service is strictly for personal use by Subscriber. REDISTRIBUTION OR RESALE of data is strictly prohibited and will result in suspension or termination of Service.

Indemnification; Costs and Fees - Subscriber agrees to indemnify BBCP and Affiliated Entities for any damage, loss, expense, or liability (including reasonable attorney's fees and costs incurred by BBCP or Affiliated Entities) resulting from Subscriber's use or misuse of Services, unless such damage, loss, expense, or liability is caused by the gross negligence or willful misconduct of BBCP or Affiliated Entities. Some areas prohibit using devices while operating a motor vehicle. It is Subscriber's explicit responsibility to conform to all such laws and regulations and Subscriber explicitly indemnifies BBCP and its Affiliated Entities from any and all claims arising from any unlawful device use. Furthermore, Subscriber shall be responsible for all costs and expenses (including reasonable attorney's fees and costs) incurred by BBCP or an Affiliated Entity, through their use of a collection agency, arbitration, or court process. This section shall survive the Term or termination of this agreement.

Disclaimer and No Warranty - BBPC makes no warranty, express, or implied, written or oral, and whether arising by statute or course of dealing or usage of trade to Subscriber as to: (1) the suitability of the Service for Subscriber's intended use; (2) the availability of Service at any time or in any location, including in the Service Area; (3) the merchantability or fitness of the Service for any purpose; (4) the availability of 911 service (as noted herein); or (5) the grade or quality of the Service. Subscribe agrees to assume all risk of loss that may result from the unavailability or failure of the Service.

Limitation of Liability- BBCP and its Affiliated Entities' liability in any way arising directly or indirectly out of the provision of the Services described in this agreement shall be limited to an amount equal to one (1) month's charges. This limitation of liability shall apply regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise. In no event shall BBCP or an Affiliated Entity be liable for any special, consequential, liquidated, or punitive damages.

Choice of Law and Forum - Any dispute arising out of or concerning this agreement shall be governed by the laws of the State of Alaska and any action brought under this Agreement shall be in the Superior Court for the State of Alaska, Third Judicial District in Anchorage, Alaska or the United States District Court for the District of Alaska, as appropriate. The parties to this agreement expressly waive any right to proceed by jury trial.

Modification - Except as provided herein, BBCP may modify the terms of this agreement with or without notice. Subscriber may only modify this agreement with the prior written consent of BBCP.

CERTIFICATION / AGREEMENT - Subscriber certify the above information is true, accurate, and complete to the best of my belief and knowledge and is voluntarily submitted for the purpose of receiving service from Company, BBCP, or its subsidiaries. Subscriber certifies they have read and accept all terms and conditions for the Service stated herein. Subscriber further certifies that they will be responsible for payment of this account, that the Subscriber (or, if a company, the authorized representative) is at least 18 years of age, that all provided is complete and correct, and that Subscriber (or, if a company, the authorized representative) has authority to establish an account in the name/s entered in this agreement and the related service agreement(s).

By signing below, Subscriber authorizes BBCP to perform credit checks to obtain credit history. Subscriber further acknowledges responsibility for reading and understanding the terms of this agreement and agrees to be bound thereby.

SIGNATURE: _____ **DATE:**_____