

Bristol Bay _____ **INTERNET**

Name _____

Physical Address _____

Telephone Number _____

Requested Service Connect Date _____

DSL Internet Monthly Fees

_____ 512K Down/128K Up – 5 Gigabytes/month usage limit \$ 30.00

_____ 2M Down/256K Up – 10 Gigabytes/month usage limit \$ 65.00

_____ 3M Down/512K Up – 15 Gigabytes/month usage limit \$ 75.00

_____ 4M Down/1M Up – 25 Gigabytes/month usage limit \$110.00

_____ 6M Down/1M Up – 40 Gigabytes/month usage limit \$150.00

_____ 6M Down/1M Up – 100 Gigabytes/month usage limit \$195.00

Non Recurring Fees

_____ Connect Fee (Upstream Service Provider) \$ 49.00

_____ Installation Fee (Waived with one year contract) \$185.00

Additional data transfer beyond requested DSL service is \$9.00/Gigabyte

Any work needed within the premises including installation of a new phone line, phone jack, etc. will be

performed at BBTC's rate of \$45.00 a half hour plus materials.

Certification

I certify that I am 18 years of age, 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 BBTC or its subsidiaries. Further, I certify that I have authority to establish an account in the name/s shown below and that I take full financial responsibility for this account. I agree to pay any and all costs incurred by Bristol Bay Telephone Coop. Inc. and/or Bristol Bay Internet for the collection of any unpaid accounts in my name. All terms and conditions of Bristol Bay Telephone Coop. Inc. and Bristol Bay Internet apply to this account.

Printed Name / Title (if business)

Customer Signature / Business Representative Date

Terms of Agreement

Service: Bristol Bay Internet (BBI) will provide DSL Internet service at the customer's location.

Term(s): BBI offers Month to Month contract and a One Year contract. This agreement is for months shown on application beginning on the date of signature of this document. By signing a twelve-month contract, customer receives waiver of the \$185.00 installation fee. There will be a \$49.00 change fee each time you decide to downgrade from one plan to another. No fee will be charged to upgrade to another plan.

Service Requirements: Customer must have local landline telephone service with Bristol Bay Telephone Cooperative to use Bristol Bay Internet DSL service.

Trial Period: The customer shall have a 10-day period from the date the service was activated to cancel, if not satisfied with DSL service, with no penalties assessed.

Payment: BBI DSL service will be billed on the customers Bristol Bay Telephone Cooperative, Inc. billing statement. Monthly payment for this service is due and payable through the terms and conditions associated with BBTC's monthly billing statement. The monthly payment per this agreement is shown on the BBI application. Price is based on the package selected and discounts for which the customer is eligible under BBI rates.

Early Termination of Agreement: Failure to make any payment due constitutes default of the agreement and all unpaid amounts shall become immediately due and payable to BBTC. If customer chooses to disconnect service prior to the completion of this contract (but after the trial period), customer will be charged the \$185.00 installation fee if previously waived. Cancellation or discontinuation of service for any reason may constitute the need for a new application.

Activation: Activation of service may take up to one (1) full week. A technician will call to arrange installation. Cancellation or discontinuation of service for any reason may constitute the need for a new application. Activation fee is \$49.00 and cannot be waived.

Liability: During the term of this agreement, the customer shall bear all risk for the equipment, including loss, theft, damage, or destruction of the equipment, and all liability for the use, possession, operation, storage and condition of the equipment.

Acceptable Use: Customers are prohibited from connection servers (Web, Game, Electronic Mail, NAT, DHCP, and DNS) to BBI DSL service. UNDER NO CIRCUMSTANCES may customer operate a streaming audio/video server, "shoutcast" station, MPS or other audio or video download area, or any Peer-to-Peer file sharing program including but not limited to Gnutella, LimeWire, Kazaa, Napster or programs of a similar nature. The advertised plan speed is the up to¹, best case maximum speed you should expect to achieve for the service to which you have subscribed. Several factors may affect the actual speed measured at any point in time. These factors may include, but are not limited to: the capability of the device used to access the Internet; limitations of customer-owned Wi-Fi routers and other equipment; the capabilities of websites or other Internet services accessed by you; and other network traffic. The customer agrees that use of a BBI account to gain passwords, encryption codes or other security information on any network is grounds for immediate termination, and such activity, if illegal, will be reported to the authorities. BBI is not responsible for the security of any information transmitted over the Internet, or other computer networks. BBI does not recommend giving credit card numbers or other confidential information over the Internet. BBI will not release information regarding customer's use of its Internet service without a court order, subpoena or other legal force. BBI will never ask for account or personal information through an email. If you receive an email asking for such information claiming to be BBI please contact our office immediately. If customer allows a minor to access customer's account, customer takes full responsibility for any information the minor accesses that might be considered adult or unsuitable. Bristol Bay Internet (BBI) shall not be liable for any claims or charges that arise from a minor's access to Internet service. Customer understands that BBI is not liable for Internet information; customer accesses this information at his/her own risk.

Resale: Customer agrees that BBI DSL service is strictly for personal use and is not to be resold.

¹ All BBI DSL internet plans are "best effort"; this means that the advertised speed is the upper limit of what the service can provide. An example: if you get the 6 Mbps plan you may get that speed occasionally, but the average will be less.