



Internet Application

Name _____
 Physical Address _____
 Telephone Number _____ Contact Number _____
 Requested Connect Date _____

WIFI Username _____ WIFI Password _____
 (Must be 8 characters containing one number and capital letter)

Data Plans

- 2M Down/512K Up – 40 Gigabytes/month usage limit, \$30 monthly.
- 3M Down/1M Up - 50 Gigabytes/month usage limit, \$80 monthly.
- 6M Down/1M Up - 75 Gigabytes/month usage limit, \$150 monthly.
- 6M Down/2M Up – 100 Gigabytes/month usage limit, \$175 monthly.
- 10M Down/1M Up – 200 Gigabytes/month usage limit, \$199 monthly.
- 10M Down/2M Up – 500 Gigabytes/month usage limit, \$299 monthly.

- Purchase of Modem, \$200.00
- Lease of Modem, \$20.00 (12-month minimum term)
- Already own BBTC Modem

If DSL usage limit is exceeded, additional data allowance sufficient to cover excess, will be added to the DSL account for that month in increments equal to 10% of the monthly usage limit. Each additional 10% increment will be billed at 10% of monthly recurring service fee for the data plan.

Non-Recurring Fees

Any customer premises work required including wiring of a new or additional phone lines and jacks will be performed at the Bristol Bay Telephone Cooperative (“BBTC”) rate of \$125.00 an hour plus materials.

Connect Fee (Upstream Service Provider); \$49.00
 Disconnect Fee (Waived with one year contract); \$185.00

DSL Terms and Agreements

One Year contract: This agreement is for 12 months beginning on the date of signature of this document. A local BBTC landline telephone service is required with each DSL Service. Waiver of the \$185.00 early disconnect fee after one year of service. All costs for customer premise work will be paid on the first monthly bill. A \$49.00 change fee will be charged each time customer downgrades from one plan to a less expensive plan. No fee will be charged to upgrade to a more expensive plan. One year contracts will continue on a month-to-month basis after the first year.

Month-to-Month contract: A local BBTC landline telephone service is required with each DSL Service. Subscriber will pay installation fee, all equipment costs and any non-recurring premise work if required on the first monthly bill. A \$185.00 disconnect fees will be paid at termination of service. A \$49.00 change fee will be charged each time customer downgrades from one plan to a less expensive plan. No fee will be charged to upgrade to a more expensive plan. BBTC will bill for and collect all fees for service.

General Terms of Agreement

Service: Internet access will be provided by Bristol Bay Telephone Cooperative as DSL service at the customer's location and/or by Bristol Bay Cellular Partnership (BBCP) (collectively “Company”). All Company Internet Service plans are “best effort,” which means that the advertised speed is the upper limit of what the service can

provide. Several factors may affect the actual Service speed measured at any point in time, including: 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, your location, weather, and other network traffic. Wireline telephone service is also governed by BBTC tariffs.

Changes: Upon 30 days' notice Company may change the terms of Service, except for monthly prices for service under a One Year contract that is still in its first year. By continuing to use or pay for the service, customer agrees to all such changes.

Payment and Credit: Monthly payment for the Service is due and payable immediately upon receipt of monthly billing statement and will be considered past due as of the date stated on customer's bill or 25 days after the monthly statement is mailed by BBTC, whichever is sooner. Past due bills will be charged interest at the rate of .87% per month. Past due amounts may be charged to customer's credit card. If customer has no credit card on file or card is declined, and customer has not made other arrangements for payment, service shall be disconnected immediately, and early termination charges may be applied. The payments due per this agreement are shown on the above application. Prices are based on the Plan selected and any discounts for which the customer is eligible under Company rates. Additional charges on all Plans will include any applicable federal, state, or local taxes and surcharges as required or allowed by law. The Company has customer's permission to obtain credit information from the credit bureau and any listed references.

Payment Disputes: Customer must provide notice to BBTC specifically identifying all disputed charges and the reason for nonpayment within 60 days after the date of the affected invoice or else Customer waives the dispute. Payment of reasonably disputed charges will not be considered overdue pending investigation by BBTC, provided that nothing contained in this agreement shall relieve Customer from promptly paying all undisputed charges and providing reasonable security for payment of any withheld amounts upon demand by BBTC. Payment of any disputed charges that are determined by BBTC to be correct as a result of its investigation must be paid within 14 days of BBTC's notice to the Customer, and the amounts due will be assessed the late payment charge, calculated from the date that payment was originally due. If legal action is brought for the recovery of any amounts due from the Customer under this Agreement, the non-prevailing Party shall pay the prevailing Party's reasonable attorney's fees, collection fees, and costs actually incurred by the prevailing Party.

Default, 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. If customer discontinues service prior to the end of the contract term, customer will be charged any fees previously waived and, for cellular, the remainder of the term. Customer agrees to pay all costs incurred by Company for the collection of any unpaid accounts.

Activation: Activation of service may take up one (1) full week (DSL). A technician will call to arrange DSL installation. Cancellation or discontinuation of service for any reason may constitute the need for a new application and agreement. Activation fee is \$49.00 for new and reconnecting DSL subscribers, nonwaivable.

Liability and Limitation of Damages: 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. The only warranty on any equipment that may be provided by the Company is the warranty offered by its manufacturer, if any. THE SERVICE AND EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Further, UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES that result in any way from Customer's use of or inability to use the service or to access the Internet or any part thereof, or any failure of performance.

Acceptable Use: Customers are prohibited from using connection servers (such as Web, Game, Electronic Mail, NAT, DHCP, and DNS) with the service or from operating or using 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, or Napster. Any use of the service or device that is unlawful or harmful to the Company, the network, or other users is grounds for immediate suspension or termination of the Service.

Lawful Use: All use of Company's services must be for lawful purposes and in accordance with the Appropriate Use Policy of any network accessed through Provider. Customer shall neither use, nor permit use of Company's services in violation of any applicable federal, state or local statute, law, ordinance, regulation or rule, all of which are hereafter collectively referred to as "Governmental Rule". Customer agrees that Company has the right to do electronic monitoring and disclose information where required to do so by any Governmental Rule, or to facilitate operation of the system or to safeguard itself or other customers. Should use of the Service by Customer or by a third party or parties accessing the Service through Customer, cause Company's Internet Source to advise Company that it will terminate or restrict Company's connectivity to the Internet, unless some specified action is taken, Company may, by giving the lesser of fifteen (15) days advance notice to Customer or the time period specified by Company's Internet source, may temporarily suspend the Service, or some part thereof, limit or prevent use of the Service by a particular person, group or entity, and/or terminate this Agreement. No reduction in the Service Fee will be made if the Service or a part thereof is suspended or if a particular person, group, or entity is not permitted to use the Service as provided in the previous sentence.

Customer agrees to use Company's Internet Service only for lawful purposes. Customer may not use, or allow others to use, Customer's Company's Internet Service account, either directly or indirectly, to:

- (1) post, transmit, promote, or facilitate the distribution of any unlawful or illegal material, including but not limited to, material that would constitute or encourage copyright or trademark infringement, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;
- (2) post, transmit, promote, or facilitate the distribution of any unsolicited advertising (including but not limited to mass or bulk e-mails), promotional materials or other forms of solicitation to other individuals or entities;
- (3) unlawfully access other computers or services, or to cause a disruption of service to other on-line users;
- (4) cause disruption to Company's backbone network, nodes, or services; or
- (5) establish a web page or site on Customer's computer.

No Liability for Content: Customer acknowledges that Company exercises no control over the form, content or nature of data, images, information, material, or anything of whatever nature passing through the connection, (Hereafter collectively referred to as "Data") between Customer and Company or obtained from any Data base maintained by Company or others, except as may occur pursuant to the provisions of this Section or Section 5 of this Agreement. Customer assumes the entire risk that may arise from the use or transmission from, through or to itself of any Data, WHICH MAY INCLUDE SEXUALLY EXPLICIT MATERIAL OR MATERIAL OFFENSIVE TO SOME PERSONS. Company shall have no duty or obligation to advise Customer of any risk that may arise from the availability, use, possession, or transmission of Data or provide any information relating thereto, even if at any time Company should attempt to do so. Should Company, become aware of Data which, it, in its sole discretion, deems to be in violation of this Agreement, unacceptable or undesirable, it may remove or refuse to post the Data.

Privacy/Security: Company is not responsible for the security of any information transmitted or received over the Internet, or other computer networks. Company will not release information regarding customer's use of its Internet service without a court order, subpoena, or other legal force. Company will never ask for account or personal information through an email. If you receive an email asking for such information claiming to be Company, 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. Customer and any minors using service access this information at customer's own risk.

Resale: Customer agrees that BBTC DSL service is strictly for personal use. REDISTRIBUTION OR RESALE of data will result in suspension or termination of service.

Company's Internet Service is for Customer's personal use and is to be used only by Customer, Customer's employees, and/or members of Customer's immediate family residing with Customer or working for Customer ("Authorized Users") at the address where service is authorized and configured by Company consistent with the Service Plan of this Agreement. Customer will always, until terminated, remain responsible for all use of Company's Internet Service delivered under Customer's account. Customer agrees not to resell, redistribute, network, assign, transfer, or sublicense Customer's access to Company's Internet Service in any manner. Customer agrees not to use Company's Internet Service to operate as an Internet Service Provider ("ISP") or to operate any

other business enterprise in competition with Company's Internet Service, including Customer agreeing not to use Company's Internet Service for any type of business or commercial enterprise, including (but not limited to) the provision of Internet access to others or provision of a server site for FTP, Telnet, RLOGIN, electronic mail, web hosting or other comparable applications. Customer agrees that Customer's violation of this Section shall authorize Company, in its sole discretion, to immediately disconnect Company's Internet Service to Customer and terminate this Agreement without notice.

Disputes: This Agreement shall be governed by the laws of the state of Alaska, without reference to its conflict of laws Principles, with venue located in Anchorage, Alaska, Each Party hereby irrevocable consents to the jurisdiction and venue of these courts.

Membership: If required, Customer agrees to become a member of BBTC and sign BBTC's standard form of membership application.

Certification/Agreement

I 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, BBTC, or its subsidiaries. Further, I have read and accept all Company terms and conditions for the service above and below. I hereby certify that I will be responsible for payment of this account, that I am at least 18 years of age, that all information I have provided Company is complete and correct, and that I have authority to establish an account in the name/s shown above and below.

Printed Name / Title of Business

_____ Date _____

Customer Signature / Business Representative

Contact Information:
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