

# Bristol Bay Telephone Cooperative

## 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
- \_\_\_ Early Disconnect Fee (Waived with one year contract) \$185.00

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

**DSL Terms:** 1) Any work needed within the premises including installation of a new phone line, phone jack, etc. will be performed at the Bristol Bay Telephone Cooperative (“BBTC”) rate of \$125.00 an hour plus materials; 2) Company offers Month-to-Month contract and a One Year contract. This agreement is for 12 months beginning on the date of signature of this document; 3) Customer has a 10-day period from the date Service is activated to cancel, if not satisfied with the Service, with no charges or penalties; 4) By signing a twelve-month contract, customer receives waiver of the \$185.00 early disconnect fee. 5) There will be a \$49.00 change fee each time customer downgrades from one plan to another. No fee will be charged to upgrade to another plan. 6) DSL Customers must have local landline telephone service with BBTC to use the Service. BBTC will bill and collect for the service.

### **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 (if business)

\_\_\_\_\_  
Customer Signature / Business Representative Date

## General Terms of Agreement

**Service:** Internet access service will be provided by Bristol Bay Telephone Cooperative as DSL service at the customer's location and/or by Bristol Bay Cellular Partners (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 the 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 BBCP, 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 and will also include long distance and international charges unless expressly included as part of the Plan. The Company has customer's permission to obtain credit information from the credit bureau and any listed references.

**Default, Early Termination of Agreement, Arbitration of Disputes:** Failure to make any payment due constitutes default of the agreement and all unpaid amounts shall become immediately due and payable. If customer discontinues the Service prior to the end of the contract term (but after the trial period), customer will be charged any fees previously waived and, for cellular, the remainder of the term. Customer agrees to pay any and all costs incurred by Company for the collection of any unpaid accounts. [NO ARBITRATION CLAUSE.]

**Activation:** Activation of service may take up to two (2) full business days (cellular) or 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 \$35.00 for new 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. All service is strictly for personal use and shall not be resold.

**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.