



TERMS OF SERVICE

AGREEMENT FOR BUNDLED SERVICES w/UNLIMITED LONG DISTANCE- RESIDENTIAL

1. By signing this contract, I agree to maintain the bundled services I selected from BIT Communications for a minimum of one year.

- If a change is made to the bundled services, the contract will renew for a period of one year from the date of the change in bundles.
- I understand that there may be service order or other charges associated with changes to my bundled services.
- If for any reason these services are terminated before the completion of one or two years, I agree to pay an early termination fee of \$150.00.
- By choosing one of the bundled services, I understand that the \$99.00 DSL installation fee charged for a one year agreement will be waived for new customers.

2. Delinquent accounts are subject to suspension or termination of the Service at the sole discretion of BIT. In the event of such suspension or termination, all fees and charges including Early Termination Fees and Late Fees will become immediately due and owing together with any collection costs and/or fees incurred by BIT, including attorneys' fees, and BIT will be at liberty to pursue all rights and remedies it may have at law or in equity.

3. By contracting with BIT Communications for bundled services, it is understood that all services within the bundle may not be available in all areas thus making the bundle unavailable at that time. A review of the service area and other plant conditions must be completed prior to subscribing to bundled services.

4. This contract will automatically renew at the end of each contract period. The renewal period will be for one year. Should a customer not wish to renew, the customer must notify BIT Communications thirty (30) days prior to the renewal date of this bundle contract. For all contracts that have automatically renewed the cost to terminate the contract prior to expiration may be lessened or waived at the discretion of BIT Communications.

5. I also understand that the prices charged for services covered by this bundle contract and the discounts associated with this bundle contract may change and I will receive written notice at least one month prior to the change. BIT Communications reserves the right to suspend or terminate any of the services it offers that may be covered by this bundle contract.

6. The High Speed Internet Access Agreement for BIT Communications High Speed Internet (**Attachment A**) serves as a confirmation and acknowledgment of the rates and charges associated with the order of services and, together with the other agreements, terms and conditions identified herein, constitutes the contract between BIT Communications and the Customer.

7. BIT Communications will provide high-speed data transport services simultaneously with voice service over one telephone line to Customer's premises under terms and conditions set forth in **Attachment A** to this Agreement.

8. The High Speed Internet Service is subject to availability of facilities. BIT Communications will make reasonable efforts to provide High Speed Internet Service on Customer's requested date. High Speed Internet Service will begin on the date Customer has received notification indicating the High Speed Internet Service has been tested by BIT Communications and is ready for Customer's use. If, after Customer has pre-qualified to receive the High Speed Internet Service, and BIT Communications determines that it is unable to provide the High Speed Internet Service to Customer's premises for any reason, this Agreement will become null and void. Customer will be responsible for providing their own computer to support the High Speed Internet Service, as stated in **Attachment A**.

9. Payments are due monthly in advance commencing upon the Service Installation Date. Customer may increase the bandwidth at any time during the term, and will be responsible for the increased monthly rate commencing on the first day of the High Speed Internet Service upgrade until the first anniversary of the Service Installation Date. Charges may be computed on a monthly basis or a prorate daily basis at BIT Communications discretion.

10. Customer acknowledges that the installation of High Speed Internet Service requires the purchase of a DSL modem that can be provided by BIT.

11. Should Customer wish to move High Speed Internet Service within the same location, he/she will be billed a \$30.00 Premise Visit and a \$10.00 Service Order charge. Move to a different location within the BIT Communications designated service area, he/she will be billed a High Speed Internet "Transfer Fee" of \$99.00 plus any additional extraordinary expense charges. To transfer Phone, customer will be billed \$51.60. Installation of a jack is \$55.00 per hour, per technician.

Customer Initials _____

12. In addition to monthly service charges, the Company will bill the customer for any applicable federal, state or local tax, fee or surcharge along with any applicable regulatory fees or surcharges. Additionally, contributions to the Federal Universal Service program imposed on the Company applicable to amounts paid by the Company for telecommunications components of the customer's Internet service will be charged by the Company to the customer as a Federal Universal Service Pass-Through Charge.

13. Bundle includes an unlimited long distance calling plan that allows for unlimited calling at all locations in the continental United States (48 contiguous states that excludes Alaska and Hawaii). See **Attachment B** in this Agreement for terms and conditions.

ATTACHMENT A

Terms & Conditions of BIT Communications High Speed Internet Service

1. BIT Communications High Speed Internet uses DSL technology. Data traffic generated by the modem is transported to the High Speed Internet Service Node. From that point of interconnection, the traffic is transported to the Customer's Internet Service Provider (ISP).
2. High Speed Internet means "asymmetrical digital subscriber loop" (DSL) and refers to an access technology that enables data to be sent over existing copper wire telephone facilities contingent on the distance and other criteria.
3. BIT Communications cannot guarantee that the High Speed Internet Service will be compatible with all system and/or network configurations.
4. Customer will be responsible for providing his/her own computer to support the provision of BIT Communications High Speed Internet Service.
5. BIT Communications will provision and maintain High Speed Internet from the High Speed Internet Serving Node or Gateway to the network interface device (NID), USB or bridge at the Customer's premises. Customer is responsible for obtaining compatible customer equipment and inside wiring at their home or office.
6. Customer is the owner and is responsible for any damage or malfunction of any purchased, leased, or provided High Speed Internet modem provided by BIT Communications unless specified under the manufacturers' limited warranty.
7. High Speed Internet will be provisioned over Buggs Island Telephone Cooperative or other local exchange carriers existing copper wire telephone facilities to assure High Speed Internet can be provisioned at Customer's premises. BIT Communications will not provide High Speed Internet over facilities that are not suitable for High Speed Internet Service.
8. The High Speed Internet Service node/gateway is a location designated by BIT Communications that serves as an aggregation point for the collection and transport for High Speed Internet traffic.
9. "Downstream" bandwidth refers to the transmission path from BIT Communications Service node to the Customer's premises.
10. "Upstream" bandwidth refers to the transmission path from the Customer's premises to BIT Communications High Speed Internet Service node.
11. BIT Communications reserves the right to temporarily interrupt High Speed Internet Service for periodic and required equipment and wire center maintenance or replacement, software updates, and any emergency situation.
12. The High Speed Internet Services set forth in this Agreement are based on a 12 month term commitment from the Customer. In the event Customer terminates the Agreement prior to the expiration of the 12 month term, Early Termination Charges will apply.
13. BIT may modify these Terms and Conditions upon published notice. Customer's use of BIT DSL Service after such notice shall constitute Customer's acceptance of such modifications.
14. I agree to use BIT Communications for legitimate personal or business use and for only lawful purposes. I understand I may not transmit or store any information, data or material in violation of Federal or State regulations or laws. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening material or obscene material.
15. I understand that messages and data sent to destinations outside the United States must satisfy Department of Commerce regulations (either be within the GTDA guidelines for information which may generally be transmitted or have the required license).
16. I understand that my BIT Communications account cannot be transferred or used by anyone other than myself. I agree not to re-sell, re-license or re-distribute BIT Communications connection service to any individual, company or organization.
17. I understand that BIT Communications is not responsible in any way for any information I may read, view or retrieve while using BIT Communications. BIT Communications is not responsible for the content, accuracy, character, or attributes of any information. Information includes, but is not limited to, screen displays, data and text files, graphics files, programs, executable files, hardware or modems.
18. Accounts cannot be used to setup file sharing or permanent data or hosting servers.
19. I understand that I may not use my BIT Communications account in a manner that precludes or significantly hampers its use by others.

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20. I understand that I may not send messages likely to result in the loss of recipients' work or system.
21. I understand that I may not broadcast messages to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others.
22. I understand that I may not intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.
23. **I agree to abide by these guidelines. I understand that my account may be terminated immediately and without warning or notification if I do not follow these guidelines.**

Warranty and Liability

1. I agree to indemnify, release and hold harmless the company from any claims or damages resulting from use of BIT Communications High Speed Internet service.
2. No warranty is made by the company regarding any information, services or products provided through, in connection with, or located on the computer systems of the Internet access service or other services provided by the company, and the company hereby expressly disclaims any and all warranties including without limitations: 1) any warranties as to the availability, accuracy, or content of information product, or services; and 2) any warranties or merchantability or fitness for a particular purpose.
3. Any liability of the company, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the subscriber to the company for the current one month.

Account Suspension, Cancellation, or Termination

1. I understand that the company has the right to delete all data, files, or other information stored on BIT Communications storage devices in my account, if my account is terminated, for any reason, by myself or by the company.
2. Accounts are billed on the first of each month and are due in the business office by the 25th of the current billed month.
NOTE: All accounts not paid by the 25th can result in termination of service. A reconnection fee of \$20.00 will apply.
3. I understand that monthly fees will be prorated for the period of time the service was active or in force.

ATTACHMENT B

Unlimited Long Distance Agreement

You must be subscribed to Buggs Island Telephone's (BIT) local phone service to qualify for this offer. This offer is for residential 1+ calling plans only and can only be used as a part of bundled services. No call detail records will be provided for unlimited calling packages. If BIT determines that usage is not consistent with residential voice applications, such as for Internet access services, commercial facsimile or auto-dialing, resale, telemarketing or other non-residential uses, BIT may immediately suspend, restrict, bill excessive usage or cancel your service without prior notice.

Plan does not include 900 Calls and International Calling. Standard International rates will apply.

Buggs Island Telephone Cooperative Long Distance Unlimited Calling Plan is available on a direct dialed basis subject to availability of facilities and where technically feasible. Service allows for unlimited calling to all locations in the continental United States (48 contiguous states that excludes Alaska and Hawaii).

Service Requirements:

1. Unlimited Long Distance available only on local exchange service lines provided by BIT.
2. Service available only to those premises that subscribe to BIT's local phone service.
3. Service subject to standard terms of service provided in your bundle package that includes, but is not limited to, payment for service, disputes, limitations of liability, etc. Terms of service are also available on our website at www.bitbroadband.com.

Service Restrictions:

1. Plans do NOT include International calls. Subscribers wishing to complete International calls must designate a carrier for such services. BIT Long Distance does not warrant the performance or pricing of international services provided by other carriers.
2. Service not available on a casual dial basis.
3. Special access services (800/900/700) and calling card and collect / third party calls are not included in plan.
4. Service for use in traditional environment and is not to be used for the following:
 - a. Out bound call centers
 - b. Autofax / auto dial / telemarketing
 - c. Monitoring, intercom, transcription or any other non-voice communications service
5. Service not available for resale /sharing / rebilling.
6. The volume of traffic included in plan is based on normal level of usage of typical long distance calling historically experienced by qualifying BIT Long Distance customers. Traffic determined to be non-typical (including excessively high volumes, unusually long or short call durations, etc.) will be deemed to be non-qualifying traffic. Usage may be monitored for compliance/abnormal usage and the Customer may be required to demonstrate compliance with these restrictions where monitoring indicates noncompliance. If BIT Long Distance determines that Customer's use of the Service violates any of these and other restrictions, BIT Long Distance would contact the Customer to discuss other options.
7. In the event subscriber is no longer eligible for plan participation, BIT Long Distance may suspend service on no less than two business days' notice to Subscriber.

Customer Initials _____

My signature below confirms that I have read and understand the terms and conditions of this 12 month Agreement.

Signature (if signing electronically, please see "E-Sign Consent page 5) _____ Date _____

Printed _____

Customer Premise Address _____

Telephone Number _____ Alternate Contact Number _____

PLEASE MARK DESIRED SERVICE BUNDLE:

Basic Bundles (requires a 1 (one) year contract)
Standard Bundle

*Includes Local Phone Service, Unlimited Long Distance, Caller ID w/Call Waiting, up to 3 MB DSL
_____ \$89.95 (plus taxes and fees) *Savings of \$17.49

Bundle Upgrade 1

*Includes Local Phone Service, Unlimited Long Distance, Caller ID w/Call Waiting, up to 5 MB DSL
_____ \$109.95 (plus taxes and fees) *Savings of \$17.49

Bundle Upgrade 2

*Includes Local Phone Service, Unlimited Long Distance, Caller ID w/Call Waiting, up to 8 MB DSL
_____ \$135.95 (plus taxes and fees) *Savings of \$35.50

Bundle Upgrade 3

*Includes Local Phone Service, Unlimited Long Distance, Caller ID w/Call Waiting, up to 10 MB DSL
_____ \$145.95 (plus taxes and fees) *Savings of \$45.50

Taxes and Federal charges not included

*NOTE: These are mandatory features included in all bundles and cannot be removed or exchanged for other features available through BIT Communications.

Equipment & Other Charges

DSL Modem: _____ \$79.99 +plus tax DSL Modem/Wireless Router: _____ \$149.95 +plus tax
Processing Fee: _____ \$10.00 Installation Fee: (Waived w/bundle agreement) _____ \$99.00
Optional: Modem Maintenance Plan \$4.99 per month Y_____ N_____

*There is a charge for any inside wiring, computer upgrades or networking that you request to be done.

BIT Email Address (optional): _____ Password: (Minimum 8 characters, containing at least 1 number) _____
Address: _____ @bitbroadband.com _____
Address: _____ @bitbroadband.com _____
Address: _____ @bitbroadband.com _____
Address: _____ @bitbroadband.com _____

Buggs Island Telephone Cooperative is an equal opportunity provider and employer.

Customer Initials _____

E-Sign Consent

CONSENT AND NOTICE REGARDING ELECTRONIC SIGNATURE AGREEMENT FOR BUGGS ISLAND TELEPHONE COOPERATIVE (BIT)

1. Electronic Signature Agreement.

By typing your name or placing your electronic signature on the "Signature" line, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By typing your name or placing your electronic signature on the "Signature" line you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, typing your name or placing your electronic signature on the "Signature" line or to otherwise provide Buggs Island Telephone Cooperative instructions in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Buggs Island Telephone Cooperative. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement

2. Paper version of Electronic Communications.

You may request a paper version of an Electronic Communication. You acknowledge that Buggs Island Telephone Cooperative reserves the right to charge you a reasonable fee for the production and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication contact us at (434) 636-2274.

By placing your initials, you acknowledge that you have read the terms of the E-Sign Consent_____