



TERMS OF SERVICE

BIT WIRELESS INTERNET ACCESS AND RELATED SERVICES

Effective February 2017

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- 8. Privacy; Business Relationship Consent.** This section describes and links to BIT's Privacy Policy, and additionally describes certain aspects of your business relationship with BIT.
- 9. Ownership; No Licenses; Third Party Software.** This section provides information on ownership of certain intellectual property, including software and trademarks.
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- 11. Disclaimers and Limitation of Liability.** This section includes important statements about the scope of the warranties BIT makes to you and a description of certain things for which BIT will not be liable in connection with its services.
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- 14. Miscellaneous.** This section sets forth miscellaneous legal terms and conditions, including how you and BIT must send legal notices to each other.
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1. Binding Agreement. Please read these Terms of Service ("Terms") carefully. These Terms are a contract between you and BIT Communications. You may not modify the Terms by making any typed, handwritten, or any other changes for any purpose. The Terms cover important information about all BIT services and equipment. Unless otherwise stated, these Terms apply to all BIT's wireless internet access services, including any voice and other related services (collectively, the "Service" or "Services"), and any BIT-supplied equipment (regardless of how branded) you use and lease in connection with the Services. These Terms include provisions governing **fees for early termination** and late payments, limitations of liability, privacy, and **resolution of disputes by arbitration instead of in court**. You accept and agree to comply with, and be bound by, these Terms when you (a) sign or otherwise acknowledge (e.g., by checking a box or clicking a button) that you accept on paper or electronically; (b) use BIT's Service or Equipment; or (c) start any program that says you are accepting these Terms when doing so, whichever occurs first. **IF YOU DON'T WANT TO ACCEPT THESE TERMS, PLEASE DO NOT DO ANY OF THESE THINGS.**

These Terms incorporate and include the following documents (collectively, the "Other Documents") as part of the contract between you and BIT:

- The detailed Service plans that BIT, or one of its authorized dealers, provides or refers you to during the sales transaction, and any order confirmation materials and receipt that BIT, or one of its authorized dealers, provides or sends to you when (or after) you sign up for Service from BIT.
- Third-party end-user license agreements that govern any third-party software incorporated in any Service for which you sign up with BIT.
- The Acceptable Use Policy ("AUP") describing how you can and cannot use the Service. The AUP can be found at: www.bitbroadband.com.
- BIT's Privacy Policy describing how BIT may collect and use your personal identifiable and other information. This Privacy Policy can be found at: www.bitbroadband.com.
- Any other policies relating to the Service that BIT may choose to develop and implement. These policies may be posted on the www.bitbroadband.com website, or may be sent to you via email, regular US Mail, or any other permissible means.
- Any other applicable terms and conditions can be found at www.bitbroadband.com.

To the extent that these Terms conflict with the provisions of any of these Other Documents, then these Terms shall control, unless BIT has expressly stated or agreed otherwise in writing, and the conflicting provisions of the Other Document(s) shall be deemed modified to the minimum extent necessary to be read consistently with these Terms.

2. BIT's Right to Change Terms and Your Related Rights.

BIT can change any of the Terms (including any documents incorporated within the Terms) at any time (including without limitation, content, functionality, hours of availability, Equipment requirements, speed, upstream and downstream limitations, Service features, storage capacity and/or institute or otherwise change fees and charges for the Services). BIT will provide you notice of any material changes through your invoice or by e-mail to the most recent email address associated with your BIT account. BIT additionally will announce any changes in the "Service Announcements" section of the BIT website, which you can find at www.bitbroadband.com.

Changes will become effective on the date BIT sends notice. Except as otherwise provided below, if you continue to use Service or Equipment after BIT sends notice, this will mean that you have agreed to be bound by the changes announced in that notice.

If BIT makes a change that has a materially disadvantageous effect on your Service, then you may cancel the affected Service, and if your Service plan included an "Early Termination Fee" (sometimes also referred to in these

Terms as an "ETF", as defined in Section 4(e) below) then your ability to avoid liability for the payment of such ETF shall require that: (a) you call BIT's customer service department (at 1-888-92-GOBIT) within thirty (30) days after BIT sends notice of the change; (b) you inform BIT in that notice or call that you want to cancel Service because of a materially adverse change to these Terms; and (c) BIT concurs (after good faith consideration) that you have been adversely affected by the change it has made in the Service that you want to cancel. If you fail to cancel Service in this manner, then you will be deemed to have accepted the change(s) BIT has made in such Service.

3. Service Limitations. This Section 3 describes certain Service availability limitations, variations on speed and bandwidth, service coverage, maintenance outages, how BIT manages the network, non-voice communications equipment and credits for Service outages.

a. Availability of Service. The Service, including any internet phone (known as "Voice Over Internet Protocol" or "VoIP") service or product, may not be available at any or all times in all areas. Even within coverage areas, and for a variety of reasons that may be beyond BIT's reasonable control, service availability, quality, signal strength, and network speeds may vary, be lower than advertised, or be insufficient for your desired use of the Service. At the time you purchase Service, you agree to provide BIT with the correct address of the primary place where you intend to use the Service. That address will be used to determine whether adequate coverage should be available based on BIT's coverage maps. Coverage maps only approximate BIT's anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice, depending on a variety of factors, some of which are discussed below. You agree that BIT is not liable for problems relating to Service availability or quality, regardless of the cause(s) of these problems. You further agree to promptly notify BIT of any changes in the primary Service address. In the event that (i) you provide BIT with valid documentation (e.g., a gas, electric or water bill; a driver's license; a statement from a moving van company) reasonably demonstrating that you have moved to a new primary Service address that is located in an area where adequate coverage is not available (based on BIT's coverage maps), and (ii) you call BIT's customer service department (at 1-888-92-GOBIT) within sixty (60) days after your move to such new primary Service address, then you may elect to cancel your Service(s) without being obligated to pay any Early Termination Fee that comprised part of your cancelled Service plan.

b. Maintenance. To provide the best possible service to its customers, BIT periodically performs maintenance on its network. In some cases, this may require BIT to conduct either a planned or unplanned interruption of the Service. BIT will use commercially reasonable efforts to schedule maintenance outages in a way that minimizes the impact on customers, but BIT cannot guarantee that your Service will not be interrupted and cannot always give advance notice of such outages. You acknowledge and agree that BIT shall not be responsible for any losses or damages (of any kind) that may be suffered by you as a result of any Service interruptions due to maintenance outages.

c. Network Management. BIT reserves the right to engage in reasonable network management to protect the overall integrity of its network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined primarily by resource consumption. For further information, please refer to BIT's Acceptable Use Policy, posted at www.bitbroadband.com which forms a part of these Terms.

d. VARIATIONS OF SPEED; SERVICE QUALITY DISCLAIMER. THE SPEED AND BANDWIDTH AVAILABLE TO EACH COMPUTER OR DEVICE CONNECTED TO THE BIT NETWORK, AND HENCE THE QUALITY OF THE SERVICE, MAY VARY FOR MANY REASONS, WITHIN OR BEYOND BIT'S CONTROL, INCLUDING WITHOUT LIMITATION: (i) THE NUMBER OF USERS, COMPUTERS OR DEVICES CONNECTED SIMULTANEOUSLY TO THE NETWORK, AND THE TYPES OF USAGE IN WHICH THEY ARE ENGAGED; (ii) THE AMOUNT OF DATA

BEING TRANSFERRED OVER THE NETWORK, (iii) NETWORK SIGNAL QUALITY; (iv) PERFORMANCE CAPABILITIES OF YOUR EQUIPMENT AND THE EQUIPMENT OF THIRD PARTIES; (v) TERRAIN AND FOLIAGE; (vi) WEATHER AND ATMOSPHERIC CONDITIONS; AND (vii) BUILDING STRUCTURE AND MATERIALS. NEITHER BIT, NOR ITS AFFILIATES, AGENTS OR SUPPLIERS, WARRANT OR REPRESENT THAT THE EQUIPMENT OR SERVICE (A) WILL MEET YOUR REQUIREMENTS OR (B) WILL BE UNINTERRUPTED, WITHOUT DELAY, ERROR-FREE, OR FREE FROM SERVICE DEGRADATION.

e. Fax Machines, Home Security Systems and other Non-Voice Communications Equipment. All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic phone calls, fax machines, modems, or some hearing impaired devices, and medical monitoring devices ("Non-Voice Systems"), may not be compatible with the Internet Phone Service or may be interrupted or permanently disabled by installation or operation of the Internet Phone Service. You are solely responsible for the operation and use of such Non-Voice Systems, meaning you will need to use another form of service other than the BIT service, which is not supported by BIT.

f. Credits. BIT's sole liability for interruptions or degradations of the Service shall be as set forth in this Section 3(f). In the event of an interruption of the Service that continues for a consecutive period of twenty-four (24) hours or more, BIT will credit your account for an amount equal to the prorated monthly charges (including any applicable taxes) for your Service during the affected period, provided that you **must** request the credit within fifteen (15) days of the commencement of the Service interruption or degradation. Such request may be made by a telephone call to BIT's customer service department (at 1-888-92-GOBIT). Alternatively, BIT may elect in its sole discretion to issue credits to customers for Service problems. No credit will be available if the interruption or degradation period results from any "Excluded Causes", as described in Section 6(d) below (Equipment Warranty). **THIS SECTION 3(f) SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY INTERRUPTION OR DEGRADATION OF THE SERVICE.**

g. Bandwidth, Data Storage and Other Limitations. You agree to comply with BIT's bandwidth, data storage and other limitations of the Services as established and modified by BIT from time to time. BIT's Services include a specific allowance of bandwidth consumption for use during each of your monthly billing cycles. Consumption of bandwidth in excess of the monthly allowance will result in BIT throttling back your speed to 256K, a speed comparable to dial up speeds, until the end of that billing cycle. Unused amounts of the bandwidth allowance expire at the end of your monthly billing cycle and do not carry over to the subsequent billing cycles. It is your responsibility to secure your personal network, and monitor and manage your bandwidth usage. You agree that your bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the Services, nor represent (in BIT's sole judgment) an unusually large burden on the network. You agree that your activity will not restrict, inhibit, disrupt, degrade, or impede BIT's ability to deliver and track its Internet Service, and/or other network services.

4. Term of Service; Rate Plan Pricing Feature; Termination; Term Extensions; and Early Termination Fees.

a. Term of Service. Services that we offer are on a month-to-month basis and will not be subject to an Early Termination Fee; provided, however, that if you accept one or more offers, discounts, or promotions (e.g., an additional rate plan feature) in exchange for extending your Term Commitment, then you will be subject to a new Early Termination Fee, the details of which will be set forth on your new order confirmation or receipt.

b. Rate Plan Pricing Feature. At certain times and in certain markets, BIT may offer to new customers a promotional rate plan that sets forth a lifetime or "For Life" rate. Any such lifetime or "For Life" rate refers solely to the Service, and

not to any Equipment purchase or rental, and is subject to certain additional conditions contained in the acceptance materials, order confirmation, or receipt for your Service purchase. If a lifetime or "For Life" rate applies to your Service, you specifically acknowledge and understand that this is a pricing feature of your rate plan, and not a guarantee that BIT (or any other entity) will continue providing the particular Service you have purchased, at the location where you have purchased the Service. Any such lifetime or "For Life" rate is limited to the life of the BIT account. **CHANGES THAT YOU MAKE TO YOUR BIT RATE PLAN OR ACCOUNT MAY INVALIDATE A LIFETIME OR "FOR LIFE" OFFER.**

c. Cancellation by You. You can cancel any or all Services at any time by calling BIT's customer service department at 1-888-92-GOBIT and telling BIT to deactivate the Service. After you cancel any or all Services in this manner, BIT no longer will charge any recurring monthly (or other periodic) Service fees to your "Card" (as defined in Section 5(a) below), bank account, or other BIT-approved method of payment. However, you are responsible for all charges for Services (if applicable) and Equipment leasing incurred prior to the date of deactivation of your cancelled Service(s) (including, without limitation, any applicable Early Termination Fee). If you deactivate Service(s) before the end of a billing period, BIT will not prorate charges for that billing period or issue you a credit for any portion of that billing period.

IF, AS A CUSTOMER OF BIT BRANDED SERVICE, YOU AGREED TO MAINTAIN SERVICE WITH BIT FOR A MINIMUM TERM COMMITMENT AND YOU CANCEL YOUR SERVICE BEFORE THE END OF THIS TERM COMMITMENT, YOU MAY BE SUBJECT TO AN **EARLY TERMINATION FEE**, AS DESCRIBED MORE FULLY IN SECTIONS 4(e) and 4(f) BELOW.

Upon termination of Service for any reason, BIT may, to the extent permitted by applicable law, delete any voicemails, data, files, electronic messages, or other information stored on BIT's or its suppliers' servers or systems. Also upon termination of Service for any reason, if you have been a BIT internet phone service customer whose telephone number (associated with that service) previously had been transferred to BIT from another voice service provider, then (in accordance with applicable federal regulations) such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider; it specifically being understood that BIT may not be able to recover such telephone number even if you (i) decide to reinstate your Service with BIT or (ii) express your intent to establish internet phone service with another voice service provider. You agree that the "BIT Parties" (as defined in Section 15 below) will have no liability whatsoever for (A) the loss of any such data, names, addresses, or other information and/or (B) if you have been a BIT internet phone service customer, the inability (for whatever reason) to maintain your existing telephone number or to transfer such telephone number to a new voice service provider.

d. Termination by BIT. BIT MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR ANY AGREEMENT BETWEEN BIT AND YOU WITHOUT NOTICE FOR ANY OR NO REASON, INCLUDING, WITHOUT LIMITATION, FOR CAUSE, which is defined to be upon BIT's receipt of adverse credit information about you at any time, or if you or any user on your account: (i) breaches these Terms; (ii) pays late more than once in any twelve (12)-month period; (iii) provides credit information that BIT is unable to verify; (iv) provides BIT with any inaccurate or incomplete information; (v) damages or tampers with, or allows anyone else to damage or tamper with, any Equipment; (vi) incurs charges greater than any billing or credit limitation on your account (even if BIT has not yet billed for those charges); (vii) transfers Service to another person without BIT's advance written consent; (viii) becomes insolvent, goes bankrupt, or threatens bankruptcy (except as prohibited by law); (ix) uses the Service in a way that violates BIT's Acceptable Use Policy, any other agreement you may have with BIT, or any other policy affecting your Service that BIT may choose to develop and implement; or (x) otherwise acts in a malicious or unsavory manner.

IF AS A CUSTOMER OF BIT-BRANDED SERVICE YOU AGREED TO MAINTAIN SERVICE WITH BIT FOR A TERM COMMITMENT, AND IF BIT TERMINATES YOUR SERVICE FOR CAUSE BEFORE

THE END OF THIS TERM COMMITMENT, YOU MAY BE SUBJECT TO AN EARLY TERMINATION FEE AS DESCRIBED MORE FULLY IN SECTIONS 4(e) AND 4(f) BELOW.

Upon termination of Service for any reason, BIT may, to the extent permitted by applicable law, delete any voicemails, data, files, electronic messages, or other information stored on BIT's or its suppliers servers or systems. Also upon termination of Service for any reason, if you have been an internet phone service customer whose telephone number (associated with that service) previously had been transferred to BIT from another voice service provider, then (in accordance with applicable federal regulations) such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider; it specifically being understood that BIT may not be able to recover such telephone number even if you (i) decide to reinstate your Service with BIT or (ii) express your intent to establish internet phone service with another voice service provider. You agree that the "BIT Parties" (as defined in Section 15 below) will have no liability whatsoever for (A) the loss of any such data, names, addresses, or other information and/or (B) if you have been an internet phone service customer, the inability (for whatever reason) to maintain your existing telephone number or to transfer such telephone number to a new voice service provider.

e. Early Termination Fees. If you purchase any Service under a rate plan requiring you to maintain Service for a Term Commitment, **THEN UNLESS STATED OTHERWISE IN THESE TERMS OR ON YOUR ORDER CONFIRMATION, AN EARLY TERMINATION FEE OF UP TO \$150.00 WILL APPLY IF YOU CHOOSE TO CANCEL YOUR SERVICE BEFORE THE END OF YOUR TERM COMMITMENT, OR IF BIT TERMINATES YOUR SERVICE FOR CAUSE BEFORE THE END OF YOUR TERM COMMITMENT.** The Early Termination Fee is part of BIT's rates, is not a penalty, and applies only to the extent permitted by law. BIT will disclose your initial Term Commitment and the amount of the Early Termination Fee in the Service plan description that you receive as part of the sales transaction or on your order confirmation or receipt. All Early Termination Fees will decline over the life of the then-existing Term Commitment, as potentially extended pursuant to Section 4(a) above.

f. Service Trial Period, Return Policy, Restocking Fee, and Equipment Non-Return Fee. You may cancel BIT-branded Service without paying an Early Termination Fee if you cancel **WITHIN THIRTY (30) DAYS** of initially signing up for such Service (the "Return Period"). With regard to any cancellation by you of BIT-branded Service, then you remain responsible to pay for the Service and all charges, fees and taxes (including any Equipment lease fee, but excluding any Early Termination Fee) incurred during the Return Period through the date of cancellation. To cancel BIT-branded Service during the Return Period, you must **within the Return Period**, call BIT's customer service department (at 1-888-92-GOBIT) and give BIT notice of your intention to cancel Service.

In addition whether or not within the Return Period, once you have cancelled BIT-branded Service or if such Service has been otherwise terminated, you will be obligated immediately to return, in undamaged condition and in good working order, any Equipment you leased at the time of activation (i.e., with original packaging and all contents intact). Unless an authorized representative of BIT's customer service department expressly instructs you otherwise, you should use the electronic, prepaid mailing label that BIT emails to you in order to return the Equipment to BIT at the address set forth on that label. Upon your return to BIT of any of the Equipment that you leased and subsequently returned is received by BIT in damaged condition or in poor working order, then you may be required to pay BIT a restocking fee, as disclosed to you in the Service plan description (that you receive as part of the sales transaction) or on your order confirmation or receipt; provided, however, that as long as you cancel the BIT-branded Service during the Return Period and you return the leased Equipment to BIT within thirty (30) days of your Service cancellation date, then you will be charged a restocking fee only if the leased Equipment is returned to BIT in damaged condition or in poor working order. If you fail (for whatever reason) to return any and all leased Equipment within thirty (30) days of your Service cancellation date and otherwise in accordance with the provisions of this Section 4(f), then as further discussed in Section 6(b) below, you additionally shall be responsible for the payment to BIT of an "Equipment

Non-Return Fee" in an amount equal to the then-fair market value of the Equipment. BIT shall be entitled to automatically charge the amount of the Equipment Non-Return Fee to your "Card" (as defined in Section 5(a) below), bank account, or other method of payment that you have provided to BIT for any purpose.

5. Billing for Services. This Section 5 describes how BIT bills you for Service and Equipment, and BIT's rights if you do not timely pay in full for Service or Equipment or if your account is delinquent.

a. How You Will Be Billed. You will pay BIT for the Service and Equipment using your credit, debit, or other acceptable bank card (the "Card") or through an electronic funds transfer ("EFT") that debits funds directly from a bank account that you designate. The Card and/or EFT-related information (if applicable) you have provided to BIT must be valid and up to date (i.e., not expired) at all times. If your Card information or Card status is not valid and up to date, your account balance(s) will not be timely paid, and BIT may suspend or terminate the Service for cause and/or charge you late charges, re-activation fees, and/or any applicable Early Termination Fees or restocking fees (as described in Sections 4(e) and 4(f), respectively, above).

For customers of BIT-branded Service, fees and charges for Service are set forth in your order confirmation and your invoices and/or as modified by BIT after notice to you. You specifically acknowledge and understand that BIT does not produce mail or otherwise send paper invoices to its customers unless specifically requested by the customer. Rather, your invoices/statements that are viewable on BIT's website and that BIT may send to you via email are the preferred forms of BIT Service and Equipment invoices/statements that currently are available to you unless otherwise requested by the customer. You are entitled and encouraged to access and print out copies of your most recent invoices from BIT's website. In certain circumstances, you additionally may be entitled to request paper invoices from BIT, and BIT will honor any such written requests that BIT receives in conformance with the "Notice" provisions contained in Section 14(c) below. Please note that if a paper copy of your invoice/statement is requested by you then a monthly \$2.00 fee will apply.

For customers of BIT-branded Service, monthly charges will be automatically charged to your Card (or debited via EFT from your e-check account on record, if and as applicable), as specified on the order confirmation or receipt that BIT provides to you. As a customer of BIT-branded Service, you agree that BIT may charge your Card (or debit via EFT, if and as applicable) all amounts owed in connection with your BIT account, and you further agree to pay in full to BIT all outstanding balances when due.

b. Data Plans If you subscribe to BIT's service, you will be entitled to use BIT's Service for the monthly bandwidth amounts (the "Plan Amount") listed on your order confirmation or receipt and/or as modified by BIT after notice to you. You should read and familiarize yourself with BIT's Acceptable Use Policy, which (as stated above) forms a material part of these Terms and which sets forth examples of permissible and non-permissible uses of the Service.

c. Suspension or Termination for Non-Payment. If you are a customer of BIT-branded Service and you do not pay your account in full by any due date under your billing cycle, then at any time thereafter, unless your past due account balance (including any late payment fees and other amounts that BIT contractually or legally is entitled to charge) has been brought to zero, then BIT may suspend or terminate the Service. Furthermore, BIT may terminate your Service if your Card expires or your bank account is closed or suspended (as applicable) and you have not provided BIT with a valid replacement Card (or valid EFT-related information, if and as applicable). In the event of such suspension or termination by BIT, you promptly will pay to BIT any and all outstanding fees and all collection costs and fees, including reasonable attorneys' fees and late fees (and further including, in the event of termination of BIT-branded Service, any applicable Early Termination Fee and/or restocking fee) incurred or charged by BIT. BIT may, but is not required to, reactivate your Service if you bring your account current after Service has been suspended or terminated. Before Service may be reactivated, you must pay BIT all past due amounts, late payment fees, and applicable taxes,

plus a reasonable suspension/termination charge (as determined by BIT) per account to cover BIT's administrative costs associated with the suspension/termination. In addition, if you are a customer of BIT-branded Service, you may be required to provide BIT with a deposit (in an amount determined by BIT, within then-prevailing industry parameters) as a condition to reactivating your Service. Notwithstanding any reactivation of your Service, and as set forth in Section 4(d) above, if you were an internet phone service customer whose telephone number (associated with that service) previously had been transferred to BIT from another voice service provider, then upon the termination of your Service by reason of your non-payment of any amount(s) due to BIT (and in accordance with applicable federal regulations), such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider, and BIT may not be able to recover such telephone number. You agree that the "BIT Parties" (as defined in Section 15 below) will have no liability whatsoever for the inability (for whatever reason) to maintain such telephone number or to transfer such telephone number to a new voice service provider.

d. Delinquency/Late Fees. All delinquent charges and charges not honored by your Card issuer or bank will be subject to a late fee of Ten Dollars (\$15.00). Except to the extent prohibited by applicable law, BIT may charge a late fee pending the resolution of any disputes you may have raised regarding your invoiced charges, provided that BIT will reverse late fees with respect to any charges that are removed from your account as a result of the dispute process being resolved in your favor.

6. Equipment. This Section 6 describes your responsibilities with respect to leased Equipment, including the Equipment Non-Return Fee and restrictions on tampering with Equipment. This Section 6 also provides the sole warranty relating to Equipment and describes what you should do if Equipment is lost or stolen.

a. Term of Equipment Lease. If you lease Equipment from BIT, then your lease of that Equipment shall be on a month-to-month basis, even if your Service plan description includes a Term Commitment (as defined in Section 4(a) above).

b. Return of Leased Equipment; Non-Return Fee. If you lease Equipment from BIT, you must return all leased Equipment, undamaged and in good working order, within thirty (30) days after termination of Services or within thirty (30) days after written notice from BIT to return the Equipment, whichever occurs sooner. If you do not return all leased Equipment, undamaged and in good working order, reasonable wear and tear excepted, within thirty (30) days after termination of Services or after BIT's written request (as applicable), then as previously discussed in Section 4(f) above, you agree that BIT may charge you, and you agree to pay to BIT, the Equipment Non-Return Fee in an amount equal to the then-fair market replacement value of the Equipment. You authorize BIT to charge such amounts to any Card, bank account, or other method of payment you provide, or previously have provided, to BIT for any purpose (but not to any such previously provided Card or bank account that you have notified us is closed or no longer valid). You may not revoke this authorization to charge your Card or bank account for any failure to timely return leased Equipment, undamaged and in good working order, even if you notify us of your intent to cancel your Service or otherwise revoke authorization to charge your Card, bank account, or other method of payment for other purposes.

c. Repair or Replacement of Leased Equipment. BIT may replace, upgrade, repair, or otherwise modify any leased Equipment, and BIT will repair or replace any properly maintained leased Equipment that fails to operate as required for the delivery of Service. BIT may supply a refurbished modem for purchase or lease, but there will be no offset, discount, or other reduction in lease price for that reason. You may not modify leased Equipment in any way or sell, encumber, or otherwise transfer the leased Equipment to any other person or entity.

d. Equipment Warranty. Your Equipment is covered by a limited warranty from its manufacturer. This manufacturer's limited warranty provides that your Equipment will be substantially free from material defects, under normal use in

compliance with the manufacturer's and BIT's instructions, for one of the following applicable periods: (i) with respect to new Equipment, for a period of one (1) year from the date you receive the Equipment; and (ii) with respect to refurbished Equipment, for a period of ninety (90) days from the date you receive the Equipment ("Limited Warranty"). This Limited Warranty excludes any defects resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, an act of God, use of the Equipment by an unauthorized person, your failure to comply with the Equipment manufacturer's or BIT's policies or with any other instructions provided by the Equipment manufacturer or BIT, actual or attempted alteration of or additions to the Equipment not approved in advance (in writing) by the Equipment manufacturer and BIT, or any other cause beyond the reasonable control of the Equipment manufacturer and BIT, all as reasonably determined by the Equipment manufacturer and BIT (collectively, "Excluded Causes"). Repair or replacement of the Equipment, in BIT's discretion, and reperformance of the installation of the Equipment are BIT's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment. This Limited Warranty is personal to you, and will terminate immediately upon the sale or transfer of the Equipment or expiration or termination of the Service (for any reason). Neither your Equipment manufacturer, BIT, nor any other party makes any other warranty, express or implied, with regard to the Equipment.

e. Tampering with the Equipment. You must not use the Service with any equipment that has an altered electronic serial number or equipment identifier or any equipment that has undergone a factory reset, without seeking and obtaining BIT's express advance written permission in each instance. In addition, you may not use any serviced, altered, modified, stolen, or tampered equipment with the Service, and you may not permit any other person to do so (unless specifically authorized in advance by BIT, in writing).

f. Theft of the Service or Leased Equipment. If your Equipment is lost or stolen, or if you become aware at any time that the Service has been stolen or is being fraudulently used, it is very important that you notify BIT immediately, so that BIT can suspend your Service in order to prevent further usage and limit your liability. If you are a customer of BIT-branded Service, you can do this by (i) logging into My Account on BIT's website to request a suspension of your Service or (ii) calling BIT's customer service department at (888) 92-GOBIT. Once you notify BIT, BIT will suspend your Service (i.e., until you possess replacement Equipment usable with the Service or such fraudulent activity has ceased, as applicable), and you will not be responsible for charges incurred with the lost or stolen Equipment during that period of suspension. If you are a customer of BIT-branded Service, then the following provisions will apply: you will be obligated to fulfill the remainder of your Term Commitment (unless you then are subscribed to month-to-month Service), which will be deemed extended by the full duration of the period that your Service is suspended; and, if you do not fulfill the remainder of your Term Commitment, then the Early Termination Fee (or the restocking fee, as applicable) will become due and will be chargeable automatically by BIT to your Card (or through an EFT, if and as applicable).

g. Standard Installation. What is included with a standard installation?

- One antenna, radio and mounting brackets
- CAT 5 cable - to connect the outside antenna to ONE computer inside the house.

A BIT technician or installer will complete a site survey and plan the installation with the customer (cable routing, antenna location, connection of devices). An antenna will be properly aligned and mounted to the customer's home with a standard J-pole for maximum strength. Standard mounting includes, but is not limited to, the roof, eave, balcony and chimney. Routing and properly attaching approved CAT 5 cable through external and internal walls as needed. Connection will be made to only ONE computer within the house.

You must pay an Installation Charge, if applicable, in the amount specified by BIT at the time of your request for installation.

h. Non-Standard Installation. Any additional connections for more than one computer are not considered a standard installation. If you require a wireless router and/or a wireless USB adapter, either can be purchased from the technician or installer at competitive prices. Any custom work beyond the definition of a standard installation will incur additional charges. You may contact the customer service department at 1-888-92-GOBIT to inquire about possible additional charges.

7. Support. Prior to contacting BIT's customer service for assistance, you may elect to use the troubleshooting guides and user information provided by BIT or available at www.bitbroadband.com. If you request a service call to your Service location and BIT determines that the problem is your responsibility, then BIT reserves the right to charge you a reasonable fee for the cost of the technician's service call, and you hereby pre-authorize BIT to charge that fee to your Card or bank account. If you desire to file a warranty claim pursuant to Section 6(d) above, please call BIT's customer service department at 1-888-92-GOBIT.

8. Privacy; Business Relationship Consent.

a. Privacy Policy. BIT's Privacy Policy (posted at www.bitbroadband.com) describes how BIT may collect and use your personally identifiable and other information, including your customer proprietary network information (CPNI), applicable to internet data and phone service subscribers. BIT's Privacy Policy constitutes part of these Terms.

b. Consent to Business Relationship. When you sign up for the Service, and as part of your business relationship with BIT, you will be asked to provide a telephone number. Regardless of whether this is a wired or wireless number or whether this number is listed on the Do-Not-Call Registry, you consent to being contacted by BIT (and/or its designated agents) at this number, for any purpose (including sales, marketing and promotional offers) and by any means (including autodialed or prerecorded voice calls and text messages). In this regard, you specifically acknowledge and understand that you may incur, and will bear sole responsibility for, charges related to these incoming calls or messages.

9. Ownership; No Licenses; Third Party Software. The Service and leased Equipment, and any firmware or software used to provide the Service embedded in any Equipment or used in connection with the Service; all Service information, documents and materials delivered to you by BIT or located on the www.bitbroadband.com website; and all names, service marks, trademarks, trade names, logos, domain names, and patents of BIT (collectively, the "BIT Assets"), are and will remain the sole property of BIT (and/or its affiliate). Nothing in these Terms grants you the right or license to use any of the BIT Assets, except on a non-exclusive basis in connection with your personal use of the Service in strict compliance with each of these Terms. The Service may require third-party software to be installed in order to function. BIT shall not be liable for any use or installation of such software. Any third-party software installed shall be governed by that third-party's end-user license agreement (see the listing of "Other Documents" under Section 1 above). By accepting these Terms, you agree to accept the terms of those third-party end-user license agreements and to look solely to the provider(s) of such third-party software to handle and resolve any problems or issues relating to the use or installation of any such third-party software.

10. Credit Reporting Agencies. You authorize BIT to ask trade references and consumer reporting agencies to furnish BIT with employment and credit information about you, and you consent to BIT's rechecking and reporting personal and/or business payment and credit history, as well as to BIT's entering this information in your file and to disclosing this information concerning you to appropriate third parties for allowable business purposes. You understand that a credit inquiry could adversely affect your credit rating. You authorize BIT to report your payment record to credit-reporting agencies.

11. Disclaimers and Limitation of Liability. This Section 11 includes important statements about the scope of the sole warranty made to you and a description of certain things for which BIT will not be liable in connection with the Service.

(a) DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE ONLY WARRANTY BEING MADE ABOUT THE SERVICE AND EQUIPMENT IS THE MANUFACTURER'S EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(d) ABOVE. THE BIT PARTIES (SEE THE "DEFINITIONS" IN SECTION 15 BELOW) DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AVAILABILITY, NON-INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR EQUIPMENT, OR NON-INFRINGEMENT.

ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS, OR OTHER DOCUMENTS NOT EXPRESSLY INCORPORATED HEREIN (SEE "OTHER DOCUMENTS"), AND ANY STATEMENTS MADE BY ANY BIT EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY ANY BIT PARTIES. BIT DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON BIT'S BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE EQUIPMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE EXCLUSIONS IN THIS SECTION 11 MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

(b) LIMITATION OF LIABILITY.

THE BIT PARTIES SHALL NOT BE LIABLE OR OBLIGATED IN CONNECTION WITH THESE TERMS, UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR:

- ANY AMOUNTS IN EXCESS OF THE TOTAL FEES PAID TO BIT FOR THE SERVICE OR EQUIPMENT DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY;
- ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICE, PRODUCTS, OR RIGHTS;
- ANY LOSS OR CORRUPTION OF DATA; DELAYED, DEGRADED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET (SUBJECT SOLELY TO THE PROVISIONS OF SECTION 3(f) ABOVE); INABILITY TO MAKE OR COMPLETE CALLS USING THE INTERNET PHONE SERVICE; OR DAMAGE TO ANY HARDWARE, SOFTWARE, OR THE SERVICE LOCATION;
- ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES AND/OR LOST PROFITS OF ANY KIND OR AMOUNT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES OR LOST PROFITS THAT MAY ARISE FROM OR RELATE TO THE INABILITY OF BIT (FOR WHATEVER REASON) TO TRANSFER AND MAINTAIN YOUR EXISTING TELEPHONE NUMBER (i) FROM ANOTHER VOICE SERVICE PROVIDER WHEN YOU DESIRE TO TRANSFER SUCH TELEPHONE NUMBER FOR USE IN CONNECTION WITH YOUR ESTABLISHMENT OF INTERNET PHONE SERVICE WITH BIT OR (ii) FOR ANOTHER VOICE SERVICE PROVIDER WHEN YOUR INTERNET PHONE SERVICE WITH BIT IS TERMINATED (BY YOU OR BY BIT, FOR ANY REASON, INCLUDING YOUR NON-PAYMENT OF ANY AMOUNT(S) DUE TO BIT) AND YOU ARE SWITCHING TO SUCH OTHER VOICE SERVICE PROVIDER;
- ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY OTHER USER'S DATA; OR

- ANY DAMAGES ARISING FROM ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OR CAUSES OUTSIDE OF BIT'S REASONABLE CONTROL.

THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS SECTION 11 SHALL APPLY WHETHER OR NOT BIT WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SUBJECT SOLELY TO YOUR RIGHTS AS EXPRESSLY SET FORTH IN SECTIONS 3(f) AND 6(d) ABOVE, IF YOU ARE DISSATISFIED WITH THE SERVICE OR EQUIPMENT, OR IF YOU HAVE ANY OTHER DISPUTE WITH BIT OR CLAIM AGAINST BIT, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE (SUBJECT TO YOUR OBLIGATION TO PAY ANY EARLY TERMINATION FEE AND/OR RESTOCKING FEE APPLICABLE TO YOUR SERVICE PLAN AND ANY OTHER CHARGES THERETOFORE INCURRED IN CONNECTION WITH YOUR USE OF THE SERVICE), AND ANY LIABILITY WILL BE LIMITED TO THE RECOVERY OF YOUR DIRECT DAMAGES, LIMITED TO THE AMOUNT AND BY THE EXCLUSIONS SET FORTH IN THIS SECTION 11. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS ON CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

12. Indemnification. You will defend, indemnify, and hold harmless the BIT Parties from and against any and all claims, demands, actions, causes of action, judgments, liabilities, damages, losses, injuries, costs and expenses arising from (a) the use or misuse of the Service or Equipment by you or by any person you allow to use the Service or Equipment, or (b) any breach of these Terms by you, including, but not limited to, claims by any owner of the primary location where you use the Service. You also agree to pay each BIT Party's reasonable attorneys' fees and costs related to defending such claims and to enforcing these Terms, including any and all such fees incurred in connection with any appeal.

13. Disputes. This section describes what rights you and BIT possess if you and BIT have a dispute.

a. Your Right to Dispute Charges or Services. If you have a dispute about your invoice/statement/purchase receipt, including any charge to your account or any Service for which you were billed, you agree to notify BIT of the dispute within thirty (30) days after the initial posting on My Account (as applicable) of the invoice/statement/purchase receipt on which the disputed charge or Service first appears. Such notice shall be in the form of writing to BIT at its following customer service address: P.O. Box 129, Bracey, VA 23919. **IF YOU DO NOT PROVIDE WRITTEN NOTICE OF YOUR DISPUTE TO BIT AT THIS ADDRESS WITHIN THIS TIME PERIOD, THEN YOU AGREE THAT YOU HAVE FOREVER WAIVED YOUR RIGHT TO DISPUTE THE INVOICE, CHARGE OR SERVICE, AND THAT YOU CANNOT PURSUE OR PARTICIPATE IN ANY LEGAL OR EQUITABLE ACTION, IN COURT, ARBITRATION, MEDIATION, OR OTHERWISE REGARDING THE DISPUTE OR RAISING THE DISPUTE AS A DEFENSE.** Unless otherwise provided by law, you must pay disputed charges until the dispute is resolved. If you accept a credit, refund, or other compensation or benefit that BIT offers to resolve a disputed invoice, charge or Service, then you agree that the issue has been fully and finally resolved.

b. You Agree to Provide BIT an Opportunity Informally to Resolve Your Dispute. Before you may pursue or participate in any dispute (or raise such dispute as a defense) in court or arbitration against BIT for any claims, including claims related in any way to BIT Service, Equipment, these Terms, billing, privacy, advertising, or BIT's communications with you, you must first send a written description of your claim to BIT Escalations at the following address: P. O. Box 129, Bracey, Virginia 23919, and you must allow BIT a reasonable opportunity to resolve your dispute. Your written notice must describe the problem in reasonable detail, and identify or enclose all relevant documents and information. You and BIT agree to negotiate in good faith with each other to try to resolve your claim. If you and BIT do not reach a resolution of your dispute within sixty (60) days after BIT receives your written notice of

claim, you may pursue your claim in arbitration or, solely to the extent specifically provided below, in court.

c. Arbitration. You and BIT agree to arbitrate all disputes between the parties, except as provided in this subsection (c). You agree that if you fail to pay in full any and all amounts you owe when they are due, BIT may assign your account for collection, and BIT and/or the collection agency may pursue in court those claims that are limited to the collection of past due amounts and any interest or cost of collection permitted by law or these Terms. (However, BIT disclaims any and all liability, and you relieve BIT from any and all liability, with respect to the conduct of any such collection agency.) In addition, BIT may seek injunctive relief in any court with respect to any violation of the patent, trademark, service mark, copyright, trade secret, and/or other intellectual property rights of BIT or of any third party.

NOTWITHSTANDING THE PRIOR PARAGRAPH, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION if: (a) your claim qualifies for small claims court in a location where jurisdiction and venue over you and BIT is proper, in which case you may initiate proceedings in such small claims court; or (b) **YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE DATE YOU FIRST ACTIVATE ANY SERVICE WITH BIT (THE "OPT-OUT DEADLINE")**. You may opt out of these arbitration procedures by calling BIT's customer service department, at 1-888-92-GOBIT. Any opt-out request received after the Opt-Out Deadline will not be valid, and you then must pursue your claim in arbitration or, if applicable, small claims court.

If the arbitration provision applies, then either you or BIT may start an arbitration proceeding. If you start the arbitration, you must send a letter requesting arbitration and describing your claim to BIT's registered agent. The American Arbitration Association's ("AAA") Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by these Terms, will govern the arbitration; provided, however, that upon BIT's election and notification to you and the AAA, the arbitration will be based solely on the parties' written submissions; and, provided further, that with respect to any arbitration proceeding involving you and BIT, the statutes of limitations of the State (pursuant to Section 13(e) below) whose laws govern these Terms, and any disputes between you and BIT relating to these Terms, shall apply. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. Upon you or BIT filing an arbitration demand, BIT will pay all filing, administration, and arbitrator fees. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for a court to decide. Unless BIT and you agree otherwise in writing, any arbitration hearings will take place in the county (or parish) in which your most recent billing address (as provided to BIT) is located.

One arbitrator, who is selected under the AAA Rules and who has expertise in consumer disputes in the wireless industry, will conduct the arbitration. If no arbitrator possessing such expertise is available, then the arbitration will be conducted by a single arbitrator who is selected by the mutual written approval of you and BIT. The decisions of the arbitrator will be binding and conclusive on all parties. Judgment upon any award of the arbitrator may be entered by any court of competent jurisdiction. This provision will be specifically enforceable in any court. The arbitrator will not have any authority to award any special or punitive damages, except as permitted by these Terms.

Any claim arising out of or related to these Terms must be brought within two (2) years after the claim arises, or the claim will be permanently barred.

d. Waiver of Right to Participate in a Class Actions and Waiver of Jury Trial. YOU AND BIT HEREBY AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER YOU NOR BIT SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING.

IF YOU TIMELY OPT OUT OF THE ARBITRATION PROVISION IN THE MANNER DESCRIBED ABOVE, THEN THE WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS ACTION WILL NOT APPLY TO YOU. IF YOU DO NOT TIMELY OPT OUT OF THE ARBITRATION PROVISION IN THE MANNER SET FORTH ABOVE, THEN TO THE FULL EXTENT NOT PRECLUDED BY GOVERNING STATE LAW, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, AND YOU CANNOT BE A CLASS REPRESENTATIVE, BE A CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. BIT DOES NOT CONSENT TO CLASS ARBITRATION; ACCORDINGLY, IF A COURT REFUSES TO ENFORCE THIS SUBSECTION 13(d), THEN THE AGREEMENT TO ARBITRATE SHALL BE UNENFORCEABLE AS TO YOU. WHETHER A CLAIM PROCEEDS IN COURT OR IN ARBITRATION, YOU AND BIT HEREBY WAIVE ANY RIGHT TO A JURY TRIAL

e. Governing Law. These Terms, and any disputes arising between you and BIT related in any way to these Terms, BIT's Service, or BIT's Equipment, including but not limited to disputes over billing, service, privacy, advertising, or BIT's communications with you, whether based on contract, tort, statute, or common law, will be governed by the laws of the State in which your most recent billing address (as provided to BIT) is located, without regard to choice of law principles.

14. Miscellaneous.

a. Assignment and Successors in Interest. These Terms will be binding upon, inure to the benefit of, and be enforceable against your respective successors and permitted assignees. You may not assign these Terms, or any of your rights, interests, or obligations in connection with your use of the Service, without seeking and obtaining the prior written consent of BIT in each instance. Any such assignment without such consent will be void and of no force and effect.

b. Entire Agreement/Severability. For customers of BIT-branded Service, the Terms consist of (i) the terms and conditions set forth in this document and (ii) the Other Documents posted at www.bitbroadband.com, each as they may be amended from time to time by BIT (or in the case of third-party end-user license agreements, by the owner of such licensed software). The Terms comprise the entire agreement and understanding of you and BIT regarding the Service and Equipment and supersede and supplant all other representations, whether electronic, written or verbal, regarding the subject matter of these Terms. To the extent that these Terms conflict with the provisions of any other agreement between you and BIT, then these Terms shall control, unless BIT has expressly stated or agreed otherwise in writing, and the conflicting provisions of the other agreement shall be deemed modified to the minimum extent necessary to be read consistently with these Terms. If a court determines, in a final non-appealable judgment, that any provision of these Terms is invalid, illegal, or otherwise unenforceable, such provision will be deleted and the remainder of the Terms shall be enforced as nearly as possible in accordance with the stated intention of the parties, except to the extent otherwise provided in the arbitration provisions contained in Section 13(c) above.

c. Notices. Written notices to you from BIT will be deemed given

- when sent to the email address specified on your order confirmation, or such other email address as you subsequently provide in writing to BIT (with any request by you that BIT disregard an email address that you previously provided to BIT to be made by calling BIT's customer service department at 1-888-92-GOBIT and with BIT to be afforded a minimum of thirty (30) days to abide by such request);
- three (3) days following the date deposited in the U.S. Mail addressed to your last known street/ mailing address as maintained in BIT's files; or,
- the date of delivery or rejection when sent by a nationally recognized courier to your last known street/ mailing address as maintained in BIT's files.

You are responsible for promptly notifying BIT of any changes in your email and/or street/ mailing address. Written notice to BIT will be effective when directed to BIT's customer service department and received at the address: P.O. Box 129, Bracey, VA 23919, except as specifically provided in these Terms, notices from you to BIT must be in writing to be effective. You also agree that all correspondence and communications sent to you by BIT, including account statements, account status, payment and billing information, and changes to these Terms, may be sent by BIT electronically to the email address most recently provided by you.

d. Survival. The rights, obligations, and commitments in the Terms that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, disclaimer and limitation of liability, indemnification, repair or replacement of leased equipment, dispute resolution, no class action, no jury trial), shall be deemed to survive termination of Services.

15. Definitions.

"BIT" means BIT Communications.

"BIT Parties" means BIT and its parent, subsidiaries and affiliates, and the directors, officers, employees, shareholders, agents, and suppliers of each such entity.

"ETF" means the Early Termination Fee, per device, that your particular Service plan may require you to pay to BIT if: (a) you are signed up for Service under a rate plan requiring a Term Commitment, and (b) (i) you elect to cancel your Service (for any reason), or (ii) BIT terminates your Service for cause, before the end of the Term Commitment. The amount of the ETF that you potentially may owe to BIT shall be as set forth in your Service plan description (that you receive as part of your sales transaction) or on your order confirmation or receipt.

"Initial Term" means the first fixed period of time for which you sign up for Service, as set forth in your Service plan description (that you receive as part of your sales transaction) or on your order confirmation or receipt.

16. Contacting BIT. BIT encourages questions and comments from its customers. If you desire to ask any questions or to seek and obtain additional information concerning the Service, please either (a) visit www.bitbroadband.com, where you will find various FAQs and relevant contact information, or (b) call 1-888-92-GOBIT between 8 a.m. and 5 p.m., Monday through Friday. BIT will work hard to meet and exceed your expectations by responding to your inquiries as promptly, courteously, and comprehensively as reasonably possible.



Buggs Island Telephone Cooperative

100 Nellie Jones Rd • PO BOX 129 • Bracey, VA 23919

434-636-2274 • 434-636-1211 fax

<http://bitbroadband.com>

• Phone • Internet • Security • Computer Repair