



**CONTRACT FOR BUNDLED SERVICES-RESIDENTIAL ONLY**

By signing this contract, I agree to maintain the bundled services I selected from BIT Communications for a **minimum of one or two years**. The services I have selected are listed. If a change is made to the bundled services, other than termination, the contract will renew for a period of one year from the date of the change in bundles. (Ex: Upgrade to 3 MB DSL or Downgrade to 1.5MB DSL.) 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 or two year agreement will be waived for new customers.

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.

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.

This contract will automatically renew at the end of each contract period. The renewal period will be for one or two years. 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. 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.

Telephone Number \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

BIT Representative \_\_\_\_\_ Date \_\_\_\_\_

User ID/Password \_\_\_\_\_

**PLEASE MARK DESIRED SERVICE BUNDLE:**

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**Basic Bundles ~requires a 1 (one) year contract~**

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**Basic Local/DSL Bundle**

~ includes Local Telephone Service, 1.5 MB DSL~

\_\_\_\_\_ \$59.95

**Basic Local/DSL Bundle Upgrade**

~includes Local Telephone Service, 3 MB DSL~

\_\_\_\_\_ \$79.95

**Feature Add-On**

~includes Voicemail, Caller ID, Call Waiting~

\_\_\_\_\_ \$10.00

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**Feature Bundles ~requires a 2 (two) year contract~**

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**Feature Bundle**

~ includes Local Telephone Service, 8 Features\*\*, 1.5 MB DSL~

\_\_\_\_\_ \$79.95

**Upgrade Feature Bundle**

~includes Local Telephone Service, 8 Features\*\*, 3 MB DSL~

\_\_\_\_\_ \$89.95

**Taxes and Federal charges not included**

**\*\*Features include Voicemail, Caller ID Name & Number, Call Waiting, Call Return, Three-Way, Call Forwarding, Anonymous Call Rejection, Call Screening**

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

Customer Initials – Page 2 of 2 \_\_\_\_\_

Revised September 2011

## Broadband Access Agreement for Bundled BIT Services

1. This Broadband Access Agreement for BIT Communications High Speed Internet 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.
2. BIT Communications will provide high-speed data transport services simultaneously with voice service over one telephone line for Broadband service or high-speed data transport services via line of sight through a client bridge for Wireless service to Customer's premises under terms and conditions set forth in **Attachment A** to this Agreement.
3. The Broadband Service is subject to availability of facilities. BIT Communications will make reasonable efforts to provide Broadband Service on Customer's requested date. Broadband Service will begin on the date Customer has received notification indicating the Broadband Service has been tested by BIT Communications and is ready for Customer's use. BIT Communications will maintain the facilities in accordance with the provisions set forth by the General Manager of BIT Communications. If, after Customer has pre-qualified to receive the Broadband Service, and BIT Communications determines that it is unable to provide the Broadband Service to Customer's premises for any reason, this Agreement will become null and void. Customer will be responsible for providing their own computer that meets the requirements to support the Broadband Service, as stated in **Attachment A**.
4. For connectivity to the Internet, the Broadband Service must be packaged with Internet accessories and Customer must acquire the necessary modem/client bridge. The effective date of this contract is the day Broadband service is active at the customer's premise. If Customer terminates for any reason the Broadband Service prior to the expiration of the 12 or 24 month term of this Agreement, an Early Termination Charge, as set forth in Paragraph 5c. will apply.
- 5.a Payments are due monthly in advance commencing upon the Service Installation Date. Charges may be computed on a monthly basis or a pro-rata daily basis at BIT Communications discretion.
- b. Customer acknowledges that the installation of Broadband Service requires the purchase of a customer-provided modem or client bridge.
- c. Should Customer terminate the Broadband Service or be suspended for non-payment under this Agreement prior to the expiration of the 12 or 24 month term commitment, customer will be charged an early termination fee of \$150.00. The early termination fee will be credited if service is reconnected within 20 days of suspension for non-payment.
- d. Should Customer wish to move Broadband Service within the same location, or to a different location within the BIT Communications designated service area, he/she will be billed a Broadband "Move Charge" of \$ 99.00 plus any additional extraordinary expense charges.

### Equipment & Other Charges

Broadband Modem:	\$79.99 +plus tax
Broadband Modem/Wireless Router	\$149.99 +plus tax
Processing Fee:	\$10.00
Installation Fee: <b>Waived w/bundle agreement</b>	\$99.00
 Optional: Modem Maintenance Plan	 \$4.99 Y___ N___

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

Customer Initials \_\_\_\_\_

# ATTACHMENT A

## Terms & Conditions of BIT Communications Broadband Service

- BIT Communications Broadband uses Broadband technology. Data traffic generated by the modem is transported to the Broadband Service Node. From that point of interconnection, the traffic is transported to the Customer's Internet Service Provider (ISP).
- Broadband means "asymmetrical digital subscriber loop" 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.
- BIT Communications cannot guarantee that the Broadband Service will be compatible with all system and/or network configurations.
- Customer will be responsible for providing his/her own computer that meets the minimum requirements to support the provision of BIT Communications Broadband Service as set forth below:
- BIT Communications will provision and maintain Broadband from the Broadband 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.
- Customer is the owner and is responsible for any damage or malfunction of any purchased, leased, or provided Broadband modem or Wireless client bridge (CPE) provided by BIT Communications unless specified under the manufacturers' limited warranty.
- Broadband will be provisioned over Buggs Island Telephone Cooperative or other local exchange carrier's existing copper wire telephone facilities or wireless facilities to assure Broadband/Wireless can be provisioned at Customer's premises. BIT Communications will not provide Broadband over facilities that are not suitable for Broadband Service.
- The Broadband Service node/gateway is a location designated by BIT Communications that serves as an aggregation point for the collection and transport of Broadband traffic.
- "Downstream" bandwidth refers to the transmission path from BIT Communications Service node to the Customer's premises.
- "Upstream" bandwidth refers to the transmission path from the Customer's premises to BIT Communications's Broadband Service node.
- BIT Communications reserves the right to temporarily interrupt Broadband Service for periodic and required equipment and wire center maintenance or replacement, software updates, and any emergency situation.
- The Broadband Service set forth in this Agreement are based on a 12 or 24 month term commitment from the Customer. In the event Customer terminates the Agreement prior to the expiration of the 12 or 24 month term, Early Termination Charges will apply.

### System Requirements

<b>Windows System</b>	<b>Macintosh System</b>
<ul style="list-style-type: none"><li>* 600 MHz or better processor (We recommend at least a Pentium 4 or Athlon XP running at 1 GHz for multimedia performance)</li><li>* 256 Mb RAM (1 Gb for better performance)</li><li>* 500 Mb hard disk space available</li><li>* CD ROM drive</li><li>* Network Interface Card (NIC) for Ethernet connection. If a network card is not available, additional hardware may be needed.</li><li>* Windows 2000, XP, or Vista recommended. Windows ME, 2000, or 98 may require updates or additional hardware to function properly.</li><li>* Current version of Internet Explorer, Firefox, Opera, Safari, Chrome, or compatible browser.</li></ul>	<ul style="list-style-type: none"><li>* Current generation Mac ( Mac with an Intel processor recommended)</li><li>* 128 Mb RAM (256 or more recommended)</li><li>* 500 Mb hard disk space available.</li><li>* CD ROM drive.</li><li>* Network Interface Card (NIC) for Ethernet connection.</li><li>*Current version web browser.</li></ul>

Customer Initials \_\_\_\_\_

1. 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.
2. 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).
3. 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.
4. 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.
5. Accounts cannot be used to setup file sharing or permanent data or hosting servers.
6. I understand that I may not use my BIT Communications account in a manner that precludes or significantly hampers its use by others.
7. I understand that I may not send messages likely to result in the loss of recipients' work or system.
8. 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.
9. 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.

\*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 Broadband or BIT Communications Wireless 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 25<sup>th</sup> of the current billed month. NOTE: All accounts not paid by the 25<sup>th</sup> can result in termination of service. A reconnection fee of \$20.00 will apply. I understand that monthly fees will be prorated for the period of time the service was active or in force.

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

Name \_\_\_\_\_ Date \_\_\_\_\_

Customer Initials \_\_\_\_\_

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

12 month term (required for basic bundle)  24 month term (required for 8 feature bundle)

Agreed to by: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Customer Premise Address: \_\_\_\_\_

Date: \_\_\_\_\_

<u>Billing Information:</u>	<u>Package</u>
Name: _____	<input type="radio"/> Red
Address: _____	<input type="radio"/> Blue
City, State, Zip: _____	
Phone Number: _____	

Broadband Email Address: Password:

Address: \_\_\_\_\_@bitbroadband.com \_\_\_\_\_

Address: \_\_\_\_\_@bitbroadband.com \_\_\_\_\_

Address: \_\_\_\_\_@bitbroadband.com \_\_\_\_\_

Address: \_\_\_\_\_@bitbroadband.com \_\_\_\_\_

Office Use Only

Broadband Authentication

Login: \_\_\_\_\_

Password: \_\_\_\_\_

Customer Initials \_\_\_\_\_