



**BITS OF TECHNOLOGY WIRELESS INTERNET LLC**

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WWW.BTWI.NET

## Usage Agreement for Wireless Internet

- 1) Bits of Technology Wireless Internet LLC, (BTWI), is hereby entering into an agreement with you (customer) to provide a high-speed wireless internet connection at your location.
  - a. Customer bandwidth shall be limited to a maximum rate to be specified in your application for service. Actual speeds may vary, but the Committed Information Rate (CIR) is guaranteed to be a minimum of 50% of your selected sustained rate.
  - b. Unless otherwise specified herein, your internet connection shall be available 24 hours a day, 7 days a week. This notwithstanding, there is always the possibility of system or equipment failures, or the need to temporarily interrupt your internet connection for system maintenance. BTWI will endeavor to restore failed service with all haste. Such temporary interruptions do not constitute a breach of agreement and do not entitle the subscriber to a refund or credit for the monthly subscription fee for that billing cycle.
  
- 2) This agreement pertains only to the delivery of internet service to your premises. BTWI is not responsible for providing any computer hardware, software, or non-premises connectivity that you may wish to have, or which is necessary for connecting your system to the internet. BTWI is not responsible for repairing subscriber service interruptions resulting from failed or improper subscriber owned equipment.
  - a. Should any problem occur beyond the Wide Area Network (WAN) demarcation point (where the Customer to BTWI connection occurs) BTWI will troubleshoot the problem until the problem can be identified as to whether it resides on BTWI or the equipment on the premises. If it is determined to not be a problem with BTWI, BTWI is neither liable nor responsible for correcting said problem and will require a written or verbal agreement to charge for repair costs associated with the repair.
  - b. BTWI shall not be held liable for any damage caused to routers, switches, hubs, PC's, etc. or any software programs, caused by viruses, worms, power anomalies, etc., caused by accessing the internet or by incidents beyond our reasonable control.
  
- 3) The wireless equipment is provided to the customer by BTWI as part of the provision of service. The wireless equipment remains the sole property of BTWI. If the equipment is damaged or rendered inoperable due to the customer's negligence, the customer agrees to compensate BTWI for the replacement and labor costs. The actual cause of actual damage will be ascertained by BTWI or its representatives. If the customer discontinues service, (or by BTWI for non-payment of service), the wireless equipment must be returned to BTWI. **If the wireless equipment is not returned, the market value to replace the unreturned equipment will be assessed and charged to the customer.**

- 4) **By utilizing our Voice over Internet Protocol (VoIP) services, you expressly agree not to employ the service for any unlawful purposes or in contravention of regulations established by the Federal Communications Commission (FCC). This encompasses refraining from transmitting illegal, fraudulent, or harassing communications, including spam calls, as well as avoiding any activity that undermines the reliability or legality of our VoIP network. We retain the authority to promptly suspend or terminate your account should any violation of these terms be suspected or confirmed.**
- 5) The customer's use of BTWI equipment and services to send and receive information is governed by the following terms and conditions.
- a. BTWI and its employees are not responsible to you or any other person for any information shared or used by you over this internet connection whether intentionally or unintentionally, lawful, or unlawful. It is solely your responsibility.
  - b. While BTWI does not normally monitor the exchange of information or data through your computers, please be advised that from time to time an investigation may be performed regarding the information and/or activities of internet usage (in search of "hackers," those gaining illegal access to computer systems, and for network management).
  - c. It is BTWI's policy to fully cooperate with all federal and state law enforcement agencies.
  - d. The internet connection provided by BTWI may be used for lawful purposes only. Transmission of any material in violation of any federal, state, or local laws or regulations is prohibited. This will include but is not limited to copyrighted material, material legally judged to be or in the opinion of BTWI thought to be threatening or material protected by trade secret regulations.
  - e. The customer is responsible for the action of others who are using this internet connection with or without your permission. You agree to closely monitor internet usage by minors. We recommend that children be required to ask a parent for approval before providing any personal information to any online correspondent or vendor.
  - f. BTWI has no control over the accuracy of the information, the quality of merchandise, or the validity of offers and representations that you may find on the internet.
  - g. The customer agrees to indemnify and hold BTWI harmless from any claims resulting from your use of our service. You additionally agree to cooperate fully with BTWI if it is necessary to defend itself from claims resulting from your usage.
- 6) All use of BTWI access must be within the guidelines and restrictions associated with your account as set forth herein or by separate agreement. While we will always attempt to provide you with a warning when problems arise, BTWI reserves the right to immediately terminate or suspend your internet service if any of the below scenarios occur:
- a. A sustained email volume that exceeds reasonable levels. The sending of Spam is prohibited.
  - b. Any receipt of a large number of emails that can cause our servers to overload or to stop operating in order to protect other users if we (BTWI) detect an unusually high volume of Emails or internet traffic directed to you in which the volume threatens, in the sole opinion of BTWI, to cause the system to "crash", or not withstanding anything in this agreement to the contrary, BTWI may suspend your account immediately, causing all additional messages or traffic to be returned to the sender.
  - c. The transmission of viruses whether intentional or unintentional.
  - d. Unauthorized sessions (unauthorized equipment) are prohibited, and it constitutes a breach of this agreement.

**7) Installation payment is due at the time of installation. If payment is made with a paper check, the check will be converted to e-check. Payment is due on the first of the month for that month's internet service. A late fee of 10% of the past due balance will be applied 7 days after the due date for any unpaid invoices. If payment is not received by the 15<sup>th</sup> day of the month, your account will be considered delinquent. If the past due balance is not paid by the 26<sup>th</sup> day of the month, you will be in breach of this agreement and your services will be temporarily disconnected and equipment will be collected. At the discretion of BTWI, the services may be restored with a reconnect fee of \$50 before the equipment is collected. Once the equipment has been collected a full install charge will be required to restore service.**

- a. Fees for all services rendered are due upon completion of those services unless a separate agreement has been agreed upon in writing between you and a member of BTWI management.
- b. If your check or credit card is dishonored for any reason, a service fee of \$25.00 will be added to the amount that you owe BTWI.
- c. The failure of any customer to receive a bill for services shall not relieve him/her of the obligation to pay the amount due for such services nor waive penalty for failure to pay when due.
- d. You may cancel your Services at any time. However, if you cancel your Services on any day other than the last day of your applicable billing cycle, your payment for that month of Services will not be prorated or refunded and your Services will terminate on that date.
- e. Refunds and Disputes. All payments to Provider are non-refundable. All disputes concerning charges must be made in writing within forty-five (45) days in which the event at issue occurred.

8) BTWI reserves the right to change the rates, terms, and conditions of this agreement at any time by providing you with a written letter detailing those changes 30 days before their implementation. Any changes in the terms, conditions or rates will be sent by either US mail and/or email. If you do not request that your service be discontinued, it will be conclusively presumed that you consent to the updated terms, conditions or rates as notified.

9) The Customer's signature on this agreement constitutes an offer to purchase services from BTWI. Acceptance by BTWI will occur when and only when the agreement is executed by BTWI.

10) BTWI reserves a maintenance window on Tuesday mornings, 2am to 6am. Periodic maintenance may be performed during this time that can affect our services and cause an outage. If maintenance will cause an outage longer than 15 minutes, we will attempt to send out an email alerting of the occurrence beforehand.

**11) By signing this agreement, you consent to text messages regarding service disruptions, billing issues, and other updates from BTWI. You may opt out by replying stop to any text message received from BTWI or contacting BTWI by phone or email.**

Customer

Bits of Technology Wireless Internet LLC

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Signature

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Signature

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Name Printed

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Name Printed

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