



## Internet Billing Terms

BTS may charge a periodic finance charge of 1.5% to any outstanding balances of 30 days or more. **BTS will not allow any accounts to fall more than 60 days past due without immediate disconnection. BTS will assess a \$20.00 reconnection fee for any account disconnected that is reconnected prior to collection of equipment. Once equipment is collected, customer may be billed re-installation on a time & material basis plus a \$20.00 reconnection fee.** BTS retains ownership of any antennas installed as of January 1, 2005; if a customer's connection is terminated, BTS reserves the right to retrieve BTS owned equipment. Customers installed prior to January 1, 2005 retain ownership of their antennas unless they have upgraded their antenna due to request, damage, or repair.

## Warranties

BTS will warranty any equipment failure of BTS owned antennas with the exception of those caused by acts of Mother Nature, unless otherwise specified. Examples of this type of damage include, but are not limited to, tree damage; tornados, fire, floods, severe hail, and winds that exceed manufacture specifications. BTS will warranty damage caused by lightning. if any improper grounding system is identified, the customer will be required to resolve the grounding problem before any warranties are reinstated. Should damage to equipment occur due to customer fault or negligence, the customer may be billed repairs at an hourly minimum charge plus materials and trip charge.

## Service Interruptions

BTS will maintain a connection from one of its base stations to the customer's home. If for any reason a customer experiences a service interruption due to a problem with the BTS network, no credits will be issued unless the customer is out of service for more than 24 hours from the time he/she reports the trouble to BTS. If a customer is without service for more than 24 hours, BTS will issue a credit against the customer's account pro-rated from the time the customer issued the trouble report for the duration of the service interruption. If BTS determines that the problem is in the customer's computer or internal network, no credits will be issued and a labor charge of an hourly minimum charge and trip may apply.

## Acceptable Use Policies

Benson Tel Service, Inc (DBA BTS Advanced Communications) Acceptable Use Policy is designed to help protect our customers, the design and operation of our services and the Internet community, from irresponsible or illegal activities. All users of BTS' Internet services must comply with this policy.

You should be aware that there might be some content on the Internet or otherwise available through this service which may be offensive or which may not comply with all laws, regulations, or rules. BTS does not assume responsibility for the content contained on the Internet and has no obligation to monitor transmissions made on this service. You acknowledge and agree that BTS has the right to monitor such transmissions from time to time and to disclose the same as required by law, regulation, or other government request.

1. **Unsolicited Email:** Using the service to send unsolicited commercial email or unsolicited bulk e-mail is prohibited. Using a BTS e-mail address to collect responses from unsolicited commercial e-mail is prohibited. Sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mail bombing") is not allowed.
2. **Obscene Material:** Posting, transmitting obscene material or child pornography is not allowed.
3. **Harm to Minors:** Using the service to harm or attempt to harm minors in any way is not allowed.
4. **Harmful Use:** You may not use the service to post or transmit any unlawful, abusive, threatening, vulgar, obscene, indecent, hateful, or otherwise objectionable information of any kind.
5. **Harassment:** Using the service to transmit any material by e-mail, posting or otherwise that harasses another is not allowed.
6. **Illegal Use:** Using the service to transmit any material that, intentionally or unintentionally, violates any applicable local, state, or national law, or any rules or regulations is not allowed.
7. **Privacy violations:** Attempting to access the accounts or computers of others, or attempting to penetrate security measures of BTS or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data, is not allowed.

**8. Collection of personal information:** Using the service to collect, or attempt to collect, personal information about third parties without their knowledge or permission is not allowed.

**9. Transmission of Destructive Materials:** Posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, or other harmful component is not allowed.

**10. Service Interference:** Engaging in activity which interferes with BTS' ability to provide the service or interferes with the rights of others including, but not limited to, hacking, circumvention of user authentication or security of any user's account or host network, "denial of service" attacks is prohibited. You may not use BTS' products and services to interfere with the use of the BTS network by other customers or authorized user.

**11. Unauthorized use or file and Internet Sharing:** Sharing copy write material with anyone on the BTS network is not allowed. Re-selling service or BTS services are not allowed. Running programs or servers that provide network services to others through the BTS service such as web hosting, multi-user interactive forums, game servers, operating an internal mail/http/ftp/irc/dhcp server to serve external connections or support multi-user interactive forums is prohibited. You may not obtain or attempt to obtain the service by any means or device with the intent on stealing BTS service.

**12. System monitoring:** BTS has no obligation to monitor the service. You agree that BTS has the right to monitor the service electronically from time to time, and you consent to BTS' access, use and disclosure of any information as necessary to satisfy any law, regulation or other government request. It may be necessary for BTS employees to examine system logs and other records to resolve system problems.

By continuing your service with BTS, you acknowledge these terms and conditions and usage policy and comply to follow these guidelines as a BTS customer. You as the customer understand that failure to comply with any of these terms and policies outlined may result in termination of your service with BTS. BTS will also reserve the right to investigate illegal activities on the BTS network and report these illegal activities voluntarily to local authorities should BTS choose to do so.

Our goal at BTS is to provide our customers with a safe and reliable wireless Internet connection for their residential or business use. Malicious and illegal activities by our customers on our network may jeopardize this service to other BTS customers causing not only problems for BTS, but for our customers and their businesses as well.