

UTQIAGVIK OFFICE
1078 Kiogak Street
Utqiagvik, Alaska 99723
907-852-7100
Fax: 907-852-0006
info@astac.net



ANCHORAGE OFFICE
4300 B Street #501
Anchorage, Alaska 99503
1-800-478-6409
Fax: 907-563-3394
info@astac.net

WIRELESS SERVICE AGREEMENT

Primary Billing Name _____

Primary Contact number _____ Email address _____

Primary Social Security Number _____ Driver License Number _____ Date of Birth _____

Joint Billing Name: _____

Joint Contact number _____ Email address _____

Joint Social Security Number _____ Driver License Number _____ Date of Birth _____

Mailing Address _____

(PO Box)

(Village)

(Zip Code)

Service Address _____

(House or Bldg #)

(Village)

(Zip Code)

Billing Address _____ / _____ / _____ / _____

(PO Box only for North Slope)

(City)

(State)

(Zip Code)

Email Address(es) _____



Do you or does anyone in your household have any disabilities that may inhibit access to service offerings?

If yes, please explain: _____

Authorized Person on Account _____ Contact Number: _____

CPNI VERIFICATION PASSWORDS

You will be required to use these password(s) for any account access or related services with ASTAC via phone, in-person or on the web.

Please provide security question and answer

(Example: What is the name of your favorite pet? Answer: Pugsy)

Passphrase

(Example: Emma1994)

Choose Your Wireless Service Plan

Unlimited Voice & Data Plan

Unlimited Plan includes Unlimited MMS and SMS Messaging, Voice and Data

Voice Calling Plan Options

Includes Unlimited SMS Messaging and MMS Messaging. Data rates will apply. **Data required for all voice calling plans, see Data Plan options below**

Lifeline

check box if applying – For more info on Lifeline, contact ASTAC Customer Service Lifeline Plan includes Unlimited Nationwide Calling and SMS Messaging + 2GB Mobile Data*, one line per customer

\$60.00 Initial Unlimited Voice and Data (Must have 1 per account)

\$20.00 Add-On Unlimited Voice and Data (No limit per account, must be on same account)

Unlimited Nationwide \$20.00 Monthly Rate, Per Line - Unlimited Nationwide Calling and Roaming

Unlimited Statewide \$15.00 Monthly Rate, Per Line - Roaming in Lower 48 \$0.35 per minute, Out of State calls \$0.25 per Minute.

Choose Your Wireless Data Plan

(Required for all Non-Unlimited Wireless Plans)
Data Plans can be shared with up to ten (10) lines

2 GB - \$30.00 Monthly Rate*

3 GB - \$35.00 Monthly Rate*

5 GB - \$45.00 Monthly Rate*

12 GB - \$70.00 Monthly Rate*

15 GB - \$90.00 Monthly Rate*

20 GB - \$99.99 Monthly Rate*

25 GB - \$126.49 Monthly Rate*

40 GB - \$219.98 Monthly Rate*

50 GB - \$275.90 Monthly Rate*

*Data Overage Rate: \$15/GB. Data is on a per month basis and does not roll over to the next month. Subscribers are responsible to monitor their own data usage.

Terms and Condition

- 1. Statement of Non-Discrimination:** ASTAC is the recipient of Federal financial assistance from the Rural Utilities Service (RUS), an agency of the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture which provide that no person in the United States on the basis of race, color, national origin, age, or handicap shall be excluded from participation in, admission to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities. The person responsible for the coordinating of the organization's Non-Discrimination compliance efforts is the General Manager. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U.S. Department of Agriculture, Washington, D.C. 20250; or the Administrator, Rural Utilities Service, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.
- 2. Unlimited Service:** Unlimited Plan offers data speeds of 4GB based on network activity. After 25GB per line/per month ASTAC may temporarily slow speeds to 256Kbps. Actual speed varies by device and location.
- 3. Commitment:** Unlimited Wireless Plan requires a 12-month commitment. If the Service is disconnected prior to the end of the 12-month term a \$200 termination fee will be assessed. Subscriber has reviewed the Commitment terms [REDACTED] Subscriber Initials.
- 4. Availability:** Service availability is subject to the condition and power of your cellular telephone, your location relative to our cell sites and those of other companies, cellular system capabilities and atmospheric or topographical conditions. For these reasons, ASTAC makes no warranty that service will be available at any time or in any location. Service may be temporarily refused, interrupted or curtailed due to governmental regulations or orders, system capacity limitations, equipment failure, nonpayment by subscriber, modifications, upgrades, relocations, repairs or other activities necessary or appropriate for system operations.
- 5. Use of Service:** Requests for activation, modification or termination of Service will only be accepted by ASTAC from subscriber or subscriber's authorized agent. Subscriber agrees not to use the Service for any unlawful or abusive purpose or in any way that damages ASTAC's property or interferes with or disrupts ASTAC's system or use by other users. Subscriber has no ownership rights to any IP address, or e-mail address provisioned by ASTAC to be used for any Service. By using Service, subscriber agrees to abide by the terms and conditions of this Agreement, any applicable calling plan and any applicable software license.
- 6. Determination of Charges:** Charges for the Service will depend on the calling plan selected by subscriber on the reverse side of this Agreement. For all incoming and outgoing calls, the length of the call will be measured from the time subscriber presses the "send" key until subscriber presses the "end" key or otherwise terminates the call. Airtime is billed in full minute increments, with partial minutes rounded up to the next full minute. If an incoming call has been forwarded to another number, subscriber will be billed for the entire time that the system handles the call. If subscriber uses the telephone for paging or text messaging, where available, subscriber will be charged for messages as described in subscriber's service plan. Subscriber will be billed at home or roaming airtime rates for 800/866/877/888 and other "toll free" calls depending on where subscriber is located when the call is made. If a person activates Service on behalf of another person or entity but was not authorized to do so, the person activating the Service will be fully bound by this Agreement as though they had activated the Service on their own behalf. ASTAC reserves the right to modify or terminate the calling plan selected by subscriber upon thirty (30) days prior written notice. In such event, subscriber may terminate the Service or select another calling plan. Continued use of the Service after the expiration of the notice period will serve as subscriber's consent to the charges described in the notice. ASTAC reserves the right to deliver some or all long-distance calls to the long-distance provider of ASTAC's choice.
- 7. Payment, Due Date:** Subscriber is responsible for payment of all charges to subscriber's account including, but not limited to: airtime, access, features, data usage, text messaging, roaming, long distance, directory and operator assistance charges, telephones and accessories, shipping and handling fees and any taxes, surcharges, fees, assessments or recoveries imposed upon subscriber as a result of the provision of Service or the purchase of goods. All amounts billed are due upon receipt. An account is considered delinquent if payment has not been received by the 20th day of the next month.
- 8. 30 Day Trial Period:** You may terminate a new subscriber service agreement for any reason within 30 days of activation. If you do so, the service will be cancelled; and you will be responsible for all applicable fees, prorated access charges, taxes, roaming, long distance, data usage, or other charges that accrued to your account during the trial period. Equipment provided/purchased must be returned in the original box with all components and packaging materials (phone, charger, battery, user instructions, warranty information, etc.). If your equipment is deemed "acceptable" you will be refunded the price of the phone to reflect the equipment purchased price. ASTAC reserves the right to determine "acceptable" condition.
- 9. Handset Installment Plan Term, Termination:** Term options for the Handset Installment Plan are disclosed on the reverse side in the Devices and Plan section. Handset Installment Plans require a 12, 18, or 24-month 0% APR monthly installment plan and immediate down payment. An ASTAC Wireless Service Plan is required. Either party may terminate the Handset Installment Plan at any time, with or without cause, by notifying the other party. Except as otherwise provided herein, if subscriber terminates the Handset Installment Plan, cancels wireless service, or fails to make required payments when due, the remaining balance of the Handset Installment Plan is due. At the end of the Handset Installment Plan service will continue on a month-to-month basis at the last rate agreed to by the parties.
- 10. Deposits, Credit Information, Late Payment Charges and Disputes:** ASTAC may, at its sole option, require a deposit prior to or at any time during the term of the service Agreement. The amount of the deposit will depend on the credit of and the amount of Service provided to subscriber. The deposit will be held as a partial guarantee of payment. The deposit cannot be used by subscriber to pay or delay payment. Unless otherwise required by law, deposits may be combined with other ASTAC funds that will not earn interest. Subscriber agrees to provide credit references and authorizes ASTAC to take the necessary actions to verify credit information and contact credit reporting agencies to obtain subscribers payment and credit history. A late payment charge of ten and one-half percent (10.5%) per annum, or such lesser amount required by law, will be added to past due accounts. Payments mailed to ASTAC will be deemed paid when received and credited to subscribers account. All amounts, including disputed amounts must be paid by the due date regardless of the status of any objection. All communication pertaining to any billing disputes must be in writing, marked "billing dispute" on the outside of the envelope, and received by ASTAC within 60 days of receipt of the billing statement. **If any of these requirements are not met, subscriber waives any right to contest the bill.**
- 11. Disclaimer of Warranties and Risk of Loss:** ASTAC makes no warranty, express, statutory or implied, written or oral, and whether arising by statute or course of dealing or usage of trade to subscriber as to: (A) the suitability of the Service for subscriber's intended use; (B) the availability of the Service at any time or in any location; (C) the merchantability or fitness of the Service for any purpose; (D) the availability of 911 service; or (E) the grade or quality of the Service. Subscriber assumes all risk of loss that may result from unavailability or failure of the Service.
- 12. Limitation of Liability:** The total liability of ASTAC in any way arising directly or indirectly out of the provision of the Service under this Agreement shall be limited to an amount equal to one month's access charge. This limitation of liability shall apply regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise. In no event shall ASTAC be liable for any special, consequential or punitive damages.
- 13. Expenses:** Subscriber shall pay all costs and expenses, including without limitation reasonable attorney's fees, and the fees of any collection agencies and arbitration process or court costs, incurred by ASTAC in enforcing any of its rights or remedies under this Agreement.
- 14. Jurisdiction:** Any dispute regarding this Agreement shall be governed by the laws of the State of Alaska and resolved in any Alaska court or through arbitration at a location selected by ASTAC in the state of Alaska.
- 15. Commercial Mobile Alert Services:** ASTAC presently does not transmit wireless emergency alerts. Notice required by FCC Rule 47 CFR 10.240 (Commercial Mobile Alert Services)
- 16. Contract Modifications, Notices:** No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. Notices to Subscriber shall be deemed given if deposited in the U.S. Mail system addressed to subscriber's last known address as shown on the reverse side of this Agreement. Notices to ASTAC will be deemed given when received by ASTAC.