

ASTAC TERMS AND CONDITIONS

Home Internet, Landline, and Wireless Services

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. Services

a. Wireless Service

Coverage and performance at your Service location must be deemed acceptable to your needs during the [14-day offered trial period](#). All activation fees are non-refundable if Service is not accepted past the trial period. By accepting ASTAC's Service, you acknowledge Service outages, limitations, and interruptions to your Services at your locations may occur including, but not limited to, the inability or delay in connecting a call or text to 911 or other emergency Services. ASTAC reserves the right to terminate or suspend Services without notice based on our [Acceptable Use Policy](#) located at <https://www.astac.net/aup/>. ASTAC presently does not transmit emergency alerts.

Unlimited Plan: ASTAC's 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 speeds may vary by device and location.

b. Home Internet Service

ASTAC Home Internet Service will be provided at the customers physical Service location. The advertised plan speed is the maximum speed you should expect to achieve for the Services to which you have subscribed. The speed offering subscribed to is not guaranteed at all times and the speed is based on a number of factors including, but not

limited to, the capability of the device used to access the Internet, limitations of customer-owned Wi-Fi routers and other equipment, the capabilities of websites or other Internet Services accessed, and other network traffic. Speed tests performed on different sites may produce varying results due to networks and systems outside of ASTAC's control. Internet plans billed on a usage basis are billed at \$2.00 per GB used up to 100GB, and \$1.00 per GB for every GB used above 100GB. An access fee of \$24.99 per month applies to this Service. Internet plans with monthly usage buckets and overage fees have overage rates outlined by the plan offering.

c. Home Phone Service

ASTAC's home phone Services may experience outages, Service interruptions, or network challenges. Please refer to ASTAC's 24-Hour Backup Battery-Up FCC Requirement document at www.astac.net/batterybackup to learn more about your options during a power outage on our Fiber network. Home Phone Services are assessed taxes and fees because it is a regulated Service and the assessed amount is subject to change. ASTAC will notify each member affected.

d. Performance Characteristics

Speed: The advertised plan speed is the maximum speed you should expect to achieve for the service to which you have subscribed. ASTAC customers can measure network performance including download speed and upload speed by using a speed test of your choosing. Several factors may affect the actual speed measured by your site of choice at any particular point in time. These factors may include, but are not limited to: the capability of the device used to access the Internet; limitations of customer-owned Wi-Fi routers and other equipment; the capabilities of websites or other Internet services accessed by you; and other network traffic. Speed tests performed on different sites may produce varying results due to networks and systems outside of ASTAC's direct control.

3. Commitment: ASTAC Services require a 12-month commitment. If the Service is disconnected prior to the end of the 12-month commitment period you shall be responsible for any termination and installation fees (see Section 10). The full monthly Internet rate for any portion of a month in which the Service is received shall be due regardless of termination date. Wireless, Telephone and Long Distance charges will be pro-rated from the date of termination.

4. Availability: Service availability is subject to the condition and power of your equipment, your location relative to our Service area, network capabilities, and atmospheric or topographical conditions. For these reasons, ASTAC makes no warranties or representations that its Service will be available at all times. Service may be temporarily refused, interrupted or curtailed due to governmental regulations or orders, system capacity limitations, equipment failure, nonpayment, modifications, upgrades, relocations, repairs or other activities necessary or appropriate for continued system operations.

5. 14–Day Trial Period: You may terminate a new Service agreement for any reason within 14 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 price of equipment on date of purchase. ASTAC in its sole discretion reserves the right to determine “acceptable” condition.

6. Handset Installment Plan Term, Termination: Term options for the Handset Installment Plan are disclosed on the ASTAC Service Agreement 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 depending on device purchased. An ASTAC Wireless Service Plan is required. Either party may terminate the Handset Installment Plan at any time, with or without cause, providing written notification to the other party of its intent to terminate the Plan. Should you terminate the Handset Installment Plan, cancel wireless Service, or fail 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.

7. 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)

8. Use of Service: Requests for activation, modification or termination of Service will only be accepted by ASTAC from you or your authorized agent. You will not utilize 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 of the system by other users. You have no ownership rights to any IP address, or e-mail address provisioned by ASTAC to be used for any Service. By using Service, you agree to abide by the terms and conditions of this Agreement, any applicable calling plan and any applicable software license.

9. Indemnification: You agree to indemnify ASTAC for any damage, loss, expense or liability (including reasonable attorney’s fees and costs incurred by ASTAC resulting from your use or misuse of our Services, unless caused by gross negligence or willful misconduct of ASTAC. Use of your device while operating a motor vehicle may be prohibited by law in some areas. It is your responsibility to conform to all such laws or regulations and you shall indemnify ASTAC from any and all claims arising from any such unlawful use. This paragraph shall survive termination of this Agreement.

10. Billing & Payment

a. Charges

By entering into this Service agreement, you agree to pay all charges associated with the Service, including without limitation, installation/Service, monthly Service, charges for equipment, usage

charges, overage charges, and other charges as set forth in your bill. ASTAC reserves the right to modify or add new monthly reoccurring fees, usage fees, connection fees, and equipment fees. ASTAC will abide by all legal requirements and will provide adequate communication to each member effected.

b. Billing

Service is purchased and provided to you on a monthly basis. Recurring Service charges, equipment charges, and fees are billed monthly, in advance. Fees such as reconnection fees, labor charges, and other additional fees may be billed in a future invoice. Your bill may include prorated charges from the date of your last change, reconnection, or modification. Your account may be credited based on any overpayments if Services are disconnected, or a change is made that decreases a previously billed amount. Services are billed and itemized monthly on your statements. Payments must be made on or before your bill date. All late payments will be subject to a finance/late fee as determined by ASTAC. If you are enrolled in EFT/AutoPay, you authorize ASTAC to charge that credit/debit card for all amounts payable by you for ongoing charges until you notify ASTAC in writing that you are terminating the authorization.

c. 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 deposit will be held as a partial guarantee of payment. The deposit cannot be used by you to pay or delay payment. Unless otherwise required by law, deposits may be combined with other ASTAC funds that will not earn interest. You agree to provide credit references and authorize ASTAC to take the necessary steps required to verify credit information, which may include contacting credit reporting agencies to obtain your payment and credit history. A late payment charge of one and one-half percent (1.5%) will be added to past due accounts. Payments mailed to ASTAC will be deemed paid when received and credited to your 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, you waive any right to contest the bill.**

d. Determination of Charges: Wireless, Internet, Telephone and Long-Distance charges will vary based on the calling plans selected by you in the Consumer Service Agreement form. 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 you selected

upon thirty (30) days prior written notice. In such event, you may terminate the Service or select another calling plan. Continued use of the Service after the expiration of the notice period will serve as your consent to the charges described in the notice.

e. Termination Fee: If, during the initial 12-month period, Service is disconnected for any reason including non-payment, any waived fees, including fees waived during any promotional offers will be billed. Non-fiber equipment is provided at no charge. If any new Home Internet fiber equipment becomes damaged, normal wear and tear excepted, you will be charged \$300.00 for the replacement equipment. After the initial first year term, if equipment is damaged, normal wear and tear excepted, a new term contract will be required to replace the equipment. At no time will the damage and installation fees, combined, exceed \$300.00 per Service. Non-payments resulting in suspension of Service will incur a \$50 reactivation fee. An additional \$99.00 fee will be charged for reprogramming the equipment or for moving the Service from the initial location of Service under this Agreement.

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 you as to: (A) the suitability of the Service for your 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. You assume all risk of loss that may result from unavailability or failure of the Service.

12. Limitation of Liability: ASTAC's liability 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: You 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 to enforce any of its rights or remedies under this Agreement.

14. Choice of Law and Forum: Any dispute regarding this Agreement shall be governed by the laws of the State of Alaska and any action brought under this Agreement shall be in the Superior Court for the State of Alaska, Third Judicial District at Anchorage or the United States District Court for the District of Alaska.

Contract Modifications, Notices: ASTAC may modify the terms and conditions as necessary, with or without notice.

[Print ASTAC's Terms and Conditions here.](#)