



## HOME WI-FI, MANAGED HOME WI-FI, PROTECT WI-FI AND SAFE WI-FI TERMS AND CONDITIONS

Blackfoot Communications' Home Wi-Fi, Managed Home Wi-Fi, Protect Wi-Fi and Safe Wi-Fi Terms and Conditions are those services described below, (each a "Service"; collectively, the "Services"), are intended to increase your ("Customer") satisfaction with in-home wireless Internet access.

Customer agrees that by using one or more of the Services, as applicable, Customer agrees to these Terms and Conditions, as they are updated from time-to-time by Blackfoot Telephone Cooperative, Inc., Blackfoot Communications, Inc., or Fremont Telcom Co., collectively doing business as "Blackfoot Communications" ("Provider") Master Service Agreement General Terms and Conditions (the "MSA"), as the MSA is updated from time-to-time by Provider (collectively, these Terms and Conditions and the MSA are called the "Contract"). If updated, the Contract will be posted to Provider's website at <https://www.blackfoot.com/service-agreements/>. Customer agrees to pay Provider a monthly fee established by Provider for the Services, which fee may be updated from time-to-time by Provider. The Equipment is leased to Customer (i.e. Blackfoot maintains a full ownership interest in the device(s)).

### 1. OVERVIEW

**1.1** The Services may be used by Provider's residential customers who subscribe to Internet service from Provider. The Services are provided on a month-to-month basis; however, to terminate the Services the Customer must provide Provider at least sixty (60) days advance written notice of Customer's intent to terminate the Services. As part of the Services, and unless the Parties agree in a separate writing signed by them that the following equipment (the "Equipment") is being purchased by Customer from Provider, Provider leases the Equipment to Customer (i.e., Provider maintains ownership of the Equipment):

- 1.1.1** Calix GigaSpire Max or Provider's then-current residential grade gateway
- 1.1.2** A bridge modem
- 1.1.3** One or more DSL line filters for phone jacks or replacement filters
- 1.1.4** Up to two (2) wireless repeaters or extension devices (applies only to Managed Home Wi-Fi Service)

### 2. CUSTOMER REQUIREMENT

**2.1** Customer agrees to perform the following obligations and acknowledges and agrees Provider's ability to perform its obligations under the Contract, and Provider's liability under the Contract, is contingent upon Customer's strict compliance with each of the following obligations:

**2.1.1 Equipment Return:** No later than 30 calendar days after termination of the Services (the "Return Deadline") Customer shall return, at Customer's expense, the Equipment to Provider at 1221 North Russell Street, Missoula, MT 59808. Immediately upon termination of



the Services Provider shall charge Customer a \$150 unreturned Equipment fee. If Provider receives all the Equipment in good working order by the Return Deadline. Provider shall credit Customer the \$150.

**2.1.2 Installation:** Customer shall install the Equipment according to the instructions provided by Provider. At all times, Customer shall have the Equipment connected to power through the Provider-provided electrical surge protector.

**2.1.3 Payment:** Each month Customer shall pay Provider the monthly fee established by Provider for the Service.

### **3. SERVICE DESCRIPTION**

**3.1 Home Wi-Fi.** The following services are included with the Home Wi-Fi service:

**3.1.1 Replacement:** Provider will provide Customer with a replacement modem if Customer, while not delinquent on payments to Provider, is deemed by Provider's technical support team to need a replacement modem. However, if Equipment is stolen, or if Equipment is damaged while in Customer's possession, Customer shall pay Provider for the stolen or damaged Equipment.

**3.1.2 Inside wire maintenance:** If Customer's interior phone jacks or in-wall wiring (all on the Customer's side of the network interface device ("NID")) degrades Customer's voice or data service ordered through Provider as determined by Provider, Customer shall not be entitled to a credit under any service level agreement. However, this Service includes one onsite visit (truck roll) every calendar year for diagnosis, repair and/or replacement of the inside wiring and/or jacks, subject to the following exclusions:

**3.1.2.1** Provider shall not be required to provide inside wire maintenance if the damage to wiring and/or jacks is caused by a natural disaster or act of God; or

**3.1.2.2** Provider shall not be required to provide inside wire maintenance if the damage to wiring and/or jacks is caused by Customer's or Customer's agent's negligence or intentional acts, as solely determined by Provider; or

**3.1.2.3** Provider shall not be required to provide inside wire maintenance if the existing wiring and/or jacks were not installed in accordance with accepted industry standards or are not up to applicable code/legal requirements.

**3.1.2.4** Blackfoot will repair and rewire, if necessary, the jack or outlet that is not working and offer to complete other rewiring, if requested by the customer, at our regular installation charges. Non-standard wiring includes, but is not limited to, speaker wire, electrical wire, etc.

**3.1.2.5** The Service does not include repainting, plastering, or wallboard repair after a wire and/or jack is repaired.



**3.1.2.6** The Service does not include repair or replacement of defective telephone handset cords, phones, or equipment such as fax machines, answering machines, computers, third party provided modems, or other personal electronic devices.

**3.1.2.7** Recreational vehicles and other temporary or moveable structures, like mobile homes and pull trailers, are not covered.

**3.1.2.8** Provider shall not be required to provide inside wire maintenance for lines that terminate to a Key/PBX, ISDN line, DSL, or other non-basic lines as determined by Provider.

**3.1.2.9** The Service does not include installation of new jacks and/or new wiring where none exists.

**3.1.2.10** The Service may not be used for commercial facilities or multi-dwelling unit properties (e.g., apartment buildings, nursing homes, condominiums, etc.).

**3.1.2.11** Provider may suspend or discontinue the Service without notice to Customer if Provider determines any misuse or abuse of the Service occurs or if a hazard or danger to person or property exists which could prevent Provider technicians from performing work in a safe manner.

**3.1.2.12** Equipment must have been leased to Customer by Provider (modem; line filters). For example, the Service may not be used on a modem Customer procured or obtained from a source other than Provider.

**3.1.2.13** The Service does not pertain in any way to Customer's device cords, power cords, or Ethernet cables.

**3.1.2.14** Provider shall not be required to repair and/or replace the inside wiring and/or jacks if such repair and/or replacement work is prohibited by law without Provider having a license authorizing Provider to do such work.

**3.2 Managed Home Wi-Fi.** In addition to the services described in Paragraph 3.1 above, Customers who order the Managed Home Wi-Fi service from Provider shall receive the following services:

**3.2.1 Remote Consultation:** A Provider technician, upon request of Customer, will provide a remote consultation that includes:

**3.2.1.1** Discussion of Customer's current in-home wireless experience, including the capacity of Customer's current Internet service, the number of users, and Internet-enabled devices.

**3.2.1.2** Utilization of a special tool to map the wireless Internet signal in Customer's home to optimize Customer's home wireless Internet signal coverage.



**3.2.1.3** Discussion of the optimal placement of a new Provider-provided modem/wireless Internet access point based upon the results of the wireless Internet signal mapping.

**3.2.2 Extenders:** Up to two (2) wireless repeaters or extension devices at Provider technician's discretion.

**3.2.3 Device Connection Assistance:** Remote assistance connecting Customer's wireless enabled devices to Customer's modem/wireless Internet access point. Excludes wireless printers.

**3.2.4 Additional rules, regulations, terms and conditions:**

**3.2.4.1** A wireless repeater or extension device may be required to optimize wireless coverage in the home, at Provider technician's discretion. If more than two (2) such devices are required to optimize wireless coverage in the home, additional devices may be purchased at Provider's then current price, which price is available upon request from Provider by calling its Customer Care line at 406-541-5000.

**3.2.4.2** Provider will set up a guest network upon Customer's request.

**3.2.4.3** Customer is solely responsible for ensuring that any Customer-provided wireless equipment used to access the modem/wireless access point provided by Provider is suitable for use with the modem/access point and is adequately protected against viruses and other security threats, and Customer hereby holds Provider and its employees, trustees, officers, members and affiliates harmless from same.

**3.2.4.4** Customers sometimes want a wireless network to be unsecured to accommodate their devices without wireless network security capabilities. While Provider strongly advises against unsecured wireless networks, Provider will accommodate such requests and Customer understands Customer's election to have an unsecured network can lead to various types of security issues and unauthorized use of their wireless internet network, which Customer hereby holds Provider and its employees, trustees, officers, members and affiliates harmless from.

**3.2.4.5** Wireless Internet speeds and coverage vary based on the device connecting to the wireless network, distance from router, the number of devices on and users of the wireless network, adherence to Provider service recommendations, age of Customer's wireless devices (particularly devices no longer supported by the manufacturers) and noise from other electronics on same frequency (e.g., microwave ovens, baby monitors, etc.).

**3.2.4.6** Repairing, replacing, supporting, or troubleshooting Customer's Wi-Fi devices themselves (i.e., how to use Customer's game box or smartphone, computer virus issues and removal, etc.).

**3.2.4.7** Port forwarding configurations. (NOTE: PROVIDER WILL CONFIGURE PORT FORWARDS UPON REQUEST FOR CUSTOMERS AND AT THEN



CURRENT PROVIDER TIME AND MATERIALS RATES, WHICH ARE AVAILABLE UPON REQUEST.)

**3.3 Protect Wi-Fi and Safe Wi-Fi.** Protect Wi-Fi and Safe Wi-Fi are services whereby Customer can download from Provider applications that enable Customer to manage, automate, and secure their home network. Provider makes no representations or warranties pertaining to these services, and hereby disclaims all warranties, express and implied, as further described in the MSA. More details of service are available at <https://www.blackfootcommunications.com>. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS, INCLUDING WITHOUT LIMITATION, COMPUTER HARDWARE AND SOFTWARE DAMAGE OR DESTRUCTION, LOSS OF PROFITS, LOSS OF USE, LOSS OF BUSINESS, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES AS A RESULT OF ANY FAILURE OR MALFUNCTION OF THE PROTECT WI-FI OR SAFE WI-FI SERVICE, REGARDLESS OF WHETHER SUCH FAILURE OR MALFUNCTION WAS CAUSED BY THE NEGLIGENCE, DIRECT ACT OR OMISSION OF PROVIDER OR AGENTS OR VENDORS THAT PROVIDE SUCH SERVICES ON PROVIDER'S BEHALF.

**3.4 Service Support.** Should Customer require Provider Service Support, Customer may contact Provider as set forth below:

**3.4.1 Normal business hours:** Services are provided during Provider's normal business hours—e.g. 8am-5pm MST;

**3.4.2 Support request:** Provider will acknowledge receipt of the Customer's support request: (i) immediately if the Customer's request is made via phone, and (ii) within four (4) business hours of receipt if the request is made by email during normal Blackfoot Communications' normal business hours—e.g. 8am-5pm MST;

**3.4.3 After-hours support:** Dispatch, repair and support is available to Customer at Provider's then-existing after-hours support rates, subject to a minimum charge for two (2) hours of technician time.