

# **Bolt Internet Terms of Service and Acceptable Use Policy**

Revision 1 – 02/01/2023

This is a living document and your continued use of Bolt Internet Service constitutes your understanding and agreement to the terms and conditions contained in this document. If you do not agree to, or understand any portion of this document, immediately discontinue using the service and call us at 928-717-2658 to terminate your service.

**BOLT INTERNET PROVIDED SERVICE:** Bolt Internet provides Internet service via a fixed based wireless system to its subscribers according to the plan selected by the subscriber. Bolt Internet service is available to subscribers 18 years or older.

Standard installation includes exterior antenna mounted to a suitable location, exterior cable run, exterior wall penetration at/near computer or router, installation of power device (POE), and one computer or router connection. Standard service provides one dynamically IP assigned via DHCP. Persistent routable IP's are available for an additional charge. The customer shall provide Bolt Internet access to all locations necessary for installation, repair or removal of antenna, wiring, power supply, and other necessary equipment.

All equipment remains the property of Bolt Internet and shall be returned in the same condition, other than normal wear and tear, as existed upon installation. Customer will be charged for non-recoverable/damaged gear at a rate of \$500.00.

Bolt Internet service is provided on an "as is, as available" basis. No Warranty of any kind is expressed or implied. Bolt Internet is not responsible for any loss incurred by customer due to outage of any kind or reduction in usability of service. Bolt Internet will make all reasonable efforts to restore expected service as soon as feasible and work with necessary third parties as needed.

**BILLING AND FEES:** Installation charges and fees, any equipment purchased from Bolt Internet, and prorated service is due and payable at time of completed install.

Bolt Internet service is a pre-paid service and billed monthly. Payment is due on the first of each month for that month's service. Payments not received by the 5<sup>th</sup> of the month are considered late, and payments not received prior to the 10<sup>th</sup> of the month may result in temporary service deactivation, and a late fee in the amount of \$50.00 may be applied to subscribers' account. Any balances must be paid in full prior to re-activation of service. Bolt Internet is not responsible for any loss incurred by subscriber resulting from deactivation of service.

Returned check is considered non-payment and will result in a \$50.00 fee.

Any other services provided by Bolt Internet are considered due and payable at the time of service at current rates.

**TECHNICAL SUPPORT:** Bolt Internet will provide technical support to end users for services provided by Bolt Internet via telephone, email, dispatch, or other means offered by Bolt Internet during regular technical support hours.

Any equipment not owned by Bolt Internet is considered subscriber equipment, including routers, computers, phones, etc., and therefore are not supported by Bolt Internet.

Additional fees may be assessed if dispatch to a subscribers' service location results in determination that the services provided by Bolt Internet are working and the problem is on the customers side of the network, or with customer owned equipment. Fees are billed in half hour increments at rate of \$150.00 per hour.

**TERMINATION OF SERVICE:** Bolt Internet shall have the right to suspend or terminate any provided service at any time, and for reasonable cause, with or without notice.

Subscriber, not under any contract, may cancel service anytime by notifying Bolt Internet via telephone, written correspondence, or in person, during regular office hours. Prepaid service fees shall be refunded in a reasonable time, after all Bolt owned equipment is successfully recovered from service location under the terms of service, in the following manner: Service cancelled before the 20<sup>th</sup> of any month will receive fees for current month un-used service refunded as well as any other outstanding credits on account. Service cancelled on or after the 20<sup>th</sup> of any month will receive outstanding credits on account if any, not including current month un-used service.

## **ACCEPTABLE USE POLICY**

The Bolt Internet network is designed for typical usage by a typical residential or small business

Bolt Internet Services and all other services provided to you by Bolt Internet may only be used in accordance with all applicable laws, statutes, regulations and rules and solely for lawful purposes. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to any material, data, matter, software/software code, intellectual property, protected by copyright, trade mark, privacy or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Contract to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort, or to otherwise use Bolt Internet services for any illegal or unlawful purpose.

The subscriber is independently responsible for the content of data sent and received on the internet. Subscriber agrees to indemnify and hold harmless Bolt Internet Services, Inc., its officers, shareholders, agents, employees, its upstream provider, and its other Subscribers from any and all claims, costs, expenses, judgments, causes of actions, attorney's fees, litigation and court costs resulting from the Subscriber's use of Bolt Internet services in any manner, whether directly, indirectly or by any act of commission or omission.

Retributing Bolt Internet services to a location other than recorded service address, or re-selling any Bolt Internet service is prohibited.

Transmit of bulk messages or spam is prohibited as well as attachment of any type of mail server, web server, or other device or software intended for commercial use to the Bolt Internet Network without prior approval.

Subscriber may not restrict, inhibit or interfere with other network users in any manner.

Bolt Internet offers unlimited data use and does not routinely throttle or restrict data flow from subscribers. If Bolt Internet solely determines that a customer is transmitting or receiving data in amounts above reasonable levels for the average residential or small business user, Bolt Internet may throttle, restrict, or otherwise modify data traffic, or plans.

Subscriber is responsible to maintain all subscriber equipment connected to the Bolt Network in a manner that maintains security protections for the subscriber, the Bolt Internet Network, and other users. Any usage

which compromises the integrity or operation of the Bolt Internet Network and its subscribers, including but not limited to viruses, worms, spyware, network scans, or any tools intended to compromise the security or integrity of the network or users, are prohibited and will result in suspension or termination of service.

**Violation of this acceptable use policy** - Bolt Internet reserves the right without notice to suspend, terminate, or modify the Service and your Subscriber Agreement if you violate the terms of this acceptable use policy, or the Terms of Service.

In our efforts to comply with applicable law and promote good citizenship within the Internet community, Bolt Internet will respond appropriately if Bolt Internet becomes aware of inappropriate use of our Services. If Bolt Internet receives notice under the Digital Millennium Copyright Act, 17 U.S.C. sec. 512, that you have allegedly infringed the intellectual property rights of a third party, Bolt Internet retains the right to take down or disable access to the allegedly infringing material. In complying with applicable law in this area, it is our policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Bolt Internet also will take such other action as appropriate under the circumstances to preserve our rights. Although Bolt Internet has no obligation to monitor the Services and/or the network, Bolt Internet reserves the right to monitor bandwidth, usage, and content from time to time to operate the Services; to identify violations of this Policy; and/or to protect the network and Bolt Internet subscribers.