



**Bluebonnet Technologies – 819 S. Jefferson Mount Pleasant, Texas 75455**

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### **Customer Policy Agreement**

1. Bluebonnet Technologies will provide subscriber a shared wireless Internet connection up to 384Kbps.
2. Bluebonnet Technologies shall hold all authentication information.
3. Bluebonnet Technologies is NOT responsible for, or liable for any of the following;
  - Any obstruction(s) that might be erected or grow between subscribers antenna and Bluebonnet Technologies antenna causing degradation or loss of service.
  - Debris or ice on antenna
  - Re-aiming the antenna
  - Installing hardware and/or software in a different computer after installation. Bluebonnet does NOT support third-party software or hardware. If you have any questions concerning third-party software or hardware you should contact the software manufacturer directly.
  - Re-configuration of network settings due to, but not limited to: tampering or re-installation of operating system.
4. Installation fees are non-refundable if the wireless connection is operable after 7 days past installation.
5. Tree leaves hold water; they absorb signal and may degrade or disrupt signals. Additional hardware may be required should it become a consistent problem. Bluebonnet Technologies shall not be liable for any changes, nor will the subscriber be entitled to any type of refund.
6. Annual agreements will automatically continue on a month-to-month basis at the end of that contract term.
7. Subscribers will be invoiced monthly, in advance for services. Invoices are generated on the first of each month and all payments are due by the 25<sup>th</sup> of that month. Subscriber's account(s) may be temporarily disabled until full payment is received. A \$15.00 reconnect fee will be assessed on all disabled wireless accounts. Returned checks will be charged a fee of \$25.00, only "1" NSF is allowed per account.



8. If Bluebonnet Technologies terminates a subscriber for violation of unlawful practices or inappropriate materials, subscriber shall pay, immediately a lump sum equal to the balance of any contract obligations or monies owed.
9. Bluebonnet Technologies network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. This includes, but not limited to, sending of unsolicited E-Mails commonly know as SPAM, copyrighted material, material judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary or judged unfit by Bluebonnet Technologies. We find any illegal Internet usage of downloading pornography or any other hate material as unacceptable.
10. Subscribers acknowledge that the Internet is not owned, operated or managed by Bluebonnet Technologies, or any of its affiliates and that it is a separate network of computers independent of Bluebonnet Technologies. Subscribers use of the Internet is solely at subscribers own risk and is subject to all applicable local, state, national and international laws and regulation. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond Bluebonnet Technologies authority and control.
11. Subscribers shall NOT establish Internet servers of any kind, including without limitation, Web, E-Mail, Games, FTP, or the like, without prior written authorization and pricing agreement from Bluebonnet Technologies. Remote Control software is permissible to be run on your computers.
12. Bluebonnet Technologies specifically disclaims any responsibility for the accuracy or quality of information obtained through the Internet. Bluebonnet Technologies makes no warranties, expressed or implied, including, but not limited to, loss of data or financial loss resulting from delays, non-deliveries, miss-deliveries or service interruption however caused.
13. Routine maintenance and periodic system repairs, upgrades and reconfigurations, acts of God, mechanical or electronic breakdowns may result in temporary service impairment or interruption of service. Bluebonnet Technologies does not guarantee continuous or uninterrupted service. Subscriber holds Bluebonnet Technologies, its directors, officers and employees harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as the result of service interruption, loss of service or any charges, claims, liabilities, costs and fees that may result during the installation of the equipment and services to the Subscriber.
14. Subscriber shall indemnify Bluebonnet Technologies and affiliates from any and all claims and expenses arising from subscribers' breach of any provision of this agreement.
15. In the event of litigation, both parties agree that the law of Texas shall apply and both parties agree to have its venue in Titus County, Texas.
16. Bluebonnet Technologies reserves the right to monitor Network Services in order to ensure customer compliance with its acceptable use policy, and the conditions stated within this Residential Service Customer Use / Policy Subscriber Agreement.
17. Termination of Wireless Internet service from Bluebonnet Technologies; You may terminate wireless Internet service from Bluebonnet Technologies at any time by calling/ visiting Bluebonnet Internet during regular business hours. You must give Bluebonnet Technologies a minimum of a "30" day notice of termination. Upon termination you agree to pay any outstanding account balance and you will allow Bluebonnet Technologies to recover any and all equipment that they have provided under a rental



agreement and the installation hardware that was provided by Bluebonnet Technologies without cost to the Subscriber. If you do not allow Bluebonnet Technologies to recover the Wireless Internet equipment and hardware within 7 days of terminated services, you will be billed for the full retail value of said

equipment and hardware. In the event that your account is terminated or cancelled due to violation of Bluebonnets Acceptable use policy or terms of this subscriber compliance document, no refund, including any fees you have paid to us will be granted; no online time will be credited to you, nor can it be converted to cash or another form of reimbursement. Moreover, Bluebonnet Technologies will not be responsible for the return of data stored on our servers due to any form of termination of services, and will have no obligation to reconfigure your computer(s).

18. This agreement represents the complete understanding between Bluebonnet Technologies, and subscribers of Bluebonnet Technologies services, as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guarantees, warranties or promises.

### Condition of Service and Lease

- 1) If purchasing your equipment, the manufacturer warranty on the equipment applies. Thereafter, repair shall be at the expense of the customer (parts and labor). Bluebonnet will support the equipment as long as feasible, based on availability of parts and technology obsolescence.
- 2) Customer is liable for any repairs or adjustments which may be necessary on equipment, software, cabling or other components connected to the wireless system which were not installed or provided by Bluebonnet Technologies.
- 4) If customer chooses to rent the equipment, the customer, by signing this agreement, understands that a credit check will be made and the customer must have a favorable credit report. Rental of the equipment will also require a minimum of a 1 year agreement. If customer purchases equipment, a 30-day contract period applies. If service is discontinued by the customer prior to the contract period, customer will pay remainder of term amount for service, and, if applicable, the equipment.
- 5) Equipment ownership shall remain with Bluebonnet Technologies for all rental equipment. In case of customer default of agreement terms, customer shall return equipment to Bluebonnet Technologies in good condition, normal wear and tear expected, or be responsible for original full purchase price as stated on this agreement.
- 6) Taxes or other fees of regulatory bodies are not included in this agreement, but shall be assessed, if required by such bodies.
- 7) All customers shall adhere to Bluebonnet Technologies Acceptable Use Policy as stated within their website.
- 8) Customer assumes all risk of loss and damage to the equipment from any cause. No loss or damage to the equipment will impair any obligations of customer under this agreement, which will continue in full force and effect. In the event of loss or damage to the equipment during the service period, customer, at the option of Bluebonnet Technologies, shall:
  - a. Place the equipment in good repair; or
  - b. Replace the equipment with like equipment in for repair, which equipment shall become subject to this agreement; or
  - c. Pay Bluebonnet Technologies in cash the fair market value for such equipment or a stipulated loss value as agreed to by Bluebonnet Technologies and customer.
  - d. Customer, at customer's expense, shall keep the equipment insured for such risk and in such amounts as Bluebonnet Technologies shall require and name Bluebonnet Technologies as "Loss Payee" under such policy of insurance, if requested to do so in writing.
- 9) Customer shall indemnify and hold Bluebonnet Technologies harmless from any and all claims, actions, proceeding, costs, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from use of the equipment, service or installation.
- 10) If signal quality cannot be established upon installation, customer shall not be bound by this agreement.



### Frequently Asked Questions

Q: Is this Fixed-Wireless service reliable?

A: Your connection is online 99.9% of the time with a constant Internet speed. If for some reason your connection does go down, our local support staff will be notified immediately through our network administrator.

Q: What will my Internet connection speed be and will that ever change?

A: Your residential wireless service allows up to 384 kbps. Think of the Internet as a complex system of roads. As an Internet user, you have a connection to this system - the driveway at your house. As a shared community, the Internet has thousands of on-ramps and off-ramps to millions of sites that we are all trying to share. Fortunately, the cost for bigger "highways" is getting lower and lower and the Internet experience will get more interactive and feature-rich. You may be asking "How do I improve my Internet connection today?" Well, the best way to accomplish this is to improve your "driveway". Improvements in technology, such as **Bluebonnet's Fixed-Wireless connections**, have made what was once the biggest bottleneck on the Internet into an always-on high speed connection we can actually use for work and pleasure. We utilize traffic management to minimize the congestion from your driveway to the final destination and back again. Always remember, the Internet is a two-way street. The connection at the site you are trying to reach is just as important as your connection to the Internet.

Q: Will I need to change my current Bluebonnet email address when I change my service to Residential Wireless?

A: No, we will simply change your billing and your user name and passwords can remain the same.

Q: How big will the antenna be on my house?

A: The antenna has a size comparable to a DSS satellite dish or less.

Q: How does weather affect the service?

A: Weather conditions have no affect on the speed or connectivity of your service. The exception to this would be debris or ice on the antenna obstructing your signal.



Q: What kind of support do you offer?

A: Bluebonnet Internet has a local support staff that receives immediate notification of any changes in your service. We also offer in-house computer repairs at very reasonable rates. Internet related telephone support is available Monday through Friday 9am to 7pm and Saturdays 10am to 4pm.

Q: Do I sign up month to month or year contract?

A: Month to month or 1 year contracts are available, depending on which equipment plan you choose.

Q: Is my roof damaged by the installation?

A: There is no damage done to your roof during installation. Only four small punch screws are used to mount the antenna and silicon sealant is used to prevent any type of water leakage.

Q: I have a two story house, does that matter?

A: Bluebonnet can install services in both one and two story houses.

Q: I have an old house that is not pre-wired, how do you run the wiring?

A: Category 5 Ethernet cable is brought down from your attic and snaked down through the walls to where your computer is located. Your installation procedure will be discussed with you prior to your install date.

Q: I am renting my home, can you still install service?

A: If you are not the legal owner of the dwelling we will need written permission from the owner to do the installation. We can contact the owner in your behalf to secure this permission.

Q: What if I move?

A: If your new location is in our Residential Wireless service area, then your service will simply be transferred to that location. To transfer the equipment needed, another installation fee will be charged.



Q: What if I want full wireless capability in my house?

A: Every house is capable of having a wireless connection. A wireless hub is placed inside your home and transmits a signal to every computer located in your house. Pricing depends on the amount of computers needed to be setup.

Q: How can I pay for my monthly service and equipment?

A: We take all major credit cards and can also provide an automatic debit system from your bank account. In addition checks (without prior NSF history) and cash are always accepted. All service with Bluebonnet is billed one month in advance.

Q: How long will the install take?

A: Every installation is different based on the structure and equipment needs. You should allow up to 4 hours for the install.