



Services Terms and Conditions

The undersigned (hereinafter “Customer”) agrees to use services provided by Blue Valley Technologies (hereinafter “BVT) with the following terms and conditions:

General Terms

Device Ownership

Some services include device(s) which are the sole property of BVT. Should Customer discontinue service(s) which include BVT-owned devices, Customer must return such devices in good, working condition within 30 days.

Customer will be charged full replacement cost for BVT-owned devices if:

- Devices are damaged (defects in manufacture or workmanship excepted);
- Device accessories – i.e. remote controls, power supplies - are not returned or are damaged;
- Devices are not returned within 30 days of service discontinuation.

Compliance With Applicable Laws and Regulations

BVT reserves the right to discontinue and disallow service should Customer engage in any activity in violation of any Federal, State, or Local laws, rules, or regulations. The following list is provided as an example and is not intended to be all-inclusive:

- Digital Millennium Copyright Act of 1998 (17 U.S.C. §§ 512, 1201-1205, 1301-1332)
- Computer Fraud and Abuse Act of 1986 (18 U.S.C. § 1030)
- Fraud and Related Activity in Connection with Electronic Mail (18 U.S.C. § 1037)
- K.S.A. § 21-5839

Acceptable Use Policy

Customer agrees to abide by BVT’s Acceptable Use Policy available [here](#).

Maintenance Window

From time to time, BVT’s systems will require maintenance which may cause service interruption or extended downtime. BVT reserves the right to perform maintenance between the hours of 12 AM midnight and 6 AM (all times are Central).



Maintenance Notifications

Based on the type of maintenance required and anticipated length of downtime, BVT may notify Customer via email or SMS text.

SMS Notifications

BVT utilizes an SMS text system to distribute information and communicate with Customers. By providing cellular phone number(s) to BVT, the Customer is implicitly opting to receive SMS messages from BVT. The Customer has a right to opt out from such messages by replying to a BVT SMS message with the word "STOP".

Billing Dates, Delinquency, and Reconnect Fees

By receiving service(s) from BVT, Customer agrees to pay all amounts due for services rendered. Billing will be sent to Customer on or around the 1st of every month.

Customer must render payment for the full amount outstanding by the due date listed on the invoice or services may be suspended or disconnected.

Any amount unpaid by the due date will result in late fees of 3% of the unpaid balance.

In the event of delinquency, Customer will be responsible for all expenses, fees, and/or penalties for the collection process.

If service(s) have been disconnected due to non-payment, Customer must remit payment for all outstanding amounts and may be assessed a reconnection fee.

Telephone Service

By subscribing to BVT telephone services as a part of a bundled service, Customer agrees to use BVT long distance carrier service.

Unlimited Long Distance

The unlimited long distance plan is designed for voice calls terminating within the contiguous United States. This plan may not be used to place calls to online data services, or Internet access services. The Unlimited Plan does not include charges for Calling Card Services, International Calls, Calls to 900 numbers, Directory Assistance, or Operator Services. BVT reserves the right to discontinue or change service to customers on the Unlimited Plan that are determined to have long distance calling patterns that are atypical of normal usage. If BVT determines that usage is not consistent with typical customer usage, you may be subject to discontinuance of this service, or offered an alternative plan at BVT's sole discretion without prior notice. Additional regulatory charges and other fees apply with package.



BVTV TV Services

BVT will install and maintain one (1) BVT-owned Set Top Box (“STB”) to deliver the service. Additional STBs are available for a monthly fee per STB. All STBs are BVT-owned and maintained. See Device Ownership under General Terms.

Broadband Internet Service

Customer understands that BVT’s broadband internet service provides symmetrical bandwidth and a single IP address. This requires the Customer to provide a home broadband router to connect their devices. The Customer may use BVT’s Worry-Free WiFi service as a substitute for providing their own router.

Furthermore, the Customer understands that BVT’s broadband internet is delivered to the input of their home broadband router and BVT does not provide support for any Customer-owned devices including, but not limited to, home broadband routers, computers, smart devices such as TVs, tablets, or gaming systems. Customer requests for service beyond the input of the Customer-owned broadband router may be billable at the current labor rate. Should Customer use of BVT’s broadband internet in any activity that violates Federal, State, or Local law, or BVT’s Acceptable Use Policies, BVT reserves the right to disconnect the service. BVT reserves the right to collect data regarding use of the broadband internet service for the purposes of system maintenance or required regulatory reporting. BVT will not disclose or otherwise share this data with third parties.

BVT reserves the right to establish data usage parameters with reasonable customer notification.

Wireless Broadband Internet Service

Customer is responsible for keeping obstructions from blocking line of sight to the BVT Tower. If the received signal of the customer premise equipment is less than -72dBm, BVT reserves the right to discontinue service to the customer as low receive signals affect the overall performance of the system.

BVT reserves the right to establish data usage parameters with reasonable customer notification.

Customer hereby authorizes BVT to install the necessary material to connect the service and acknowledge that installing new hardware and or software components to operate the service on any computer may cause malfunctions to occur, and releases BVT from any liability arising therefrom.

Worry-Free WiFi Service

BVT will install and maintain a BVT-owned managed router (See Device Ownership under General Terms). BVT support for Worry-Free WiFi is available from 7 AM - 8 PM Central.



Terms and Termination

All BVT Broadband Internet services including, but not limited to, Wireless Broadband Internet and Broadband Internet, require a term of commitment of one (1) year from the start of service date. Failure to fulfill this term will result in an early termination fee.

All BVT Bundled Services require a commitment of one (1) year from the start of service date. Failure to fulfill this term will result in an early termination fee.

BVT Telephone and BVTV TV Services have monthly terms of commitment unless included in a Bundled Service. Disconnecting a service included in a Bundled Services Plan will result in a termination fee to be assessed for each service disconnected from the Bundled Service.