



## TNT TECH TERMS OF USE

### **Disclaimer**

NOT reading this document does not limit your liability regarding your subscription.

### **Introduction**

TNT Tech Internet provides its customers a high-speed wireless Internet connection, which we refer to as the “SERVICE”. The Acceptable Use Policies (AUP) are intended to provide protection for our customers and the Internet community, while also allowing TNT Tech to fairly share its network to all customers. TNT Tech may modify the Terms and Conditions of this agreement at any time. The most current Terms and Conditions can be found on the TNT Tech web site at [www.tnttech.org](http://www.tnttech.org). The prices for service are subject to change. Current prices, as well as TNT Tech AUPs, can be found on our website at [www.tnttech.org](http://www.tnttech.org). Customer refers to any paying, contracted (under a Service Agreement) individual, organization or business using the TNT Tech service.

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**Please remove this instructional page before use**

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### Terms of Use TNT Tech Internet

#### TNT Tech Internet Terms of Use [Effective as of November 1, 2020]

Welcome to the TNT Tech Terms of Use agreement. For purposes of this agreement, “Site” refers to the Company’s website, which can be accessed at [tnttech.org](http://tnttech.org). “Service” refers to the Company’s services accessed via the Site, in which users can access the internet. The terms “we,” “us,” and “our” refer to the Company. “You” refers to you, as a user of our Site or our Service.

The following Terms of Use apply when you view or use the internet service provided by TNT Tech’s Network.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.**



## CONTRACTS

Upon service installation, there is an agreement to month to month service throughout the duration of the usage. If installation payments have been created, you are liable for the entire billed amount regardless of ending service.

Payments made for the year in advance do not act as binding contracts and can be broken with the remaining amount refunded back to you.

## PRIVACY POLICY

TNT Tech respects the privacy of its Service users. Please refer to the TNT Tech's Privacy Policy ([www.tnttech.org/terms-conditions](http://www.tnttech.org/terms-conditions)) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

## 30-DAY MONEY BACK GUARANTEE

In the first 10 days, if you are not satisfied with the performance of the service we will give a full refund on the initial monthly fee for service; with the exception of any custom installation fees charged by our contractor(s). Service and Service Agreement will be immediately terminated upon notice of dissatisfaction. There will be no refunds on prepaid services after 10 days. If you're moving, please email [cassie@tnttech.org](mailto:cassie@tnttech.org) to arrange cancellation.

## USE SERVICE AT YOUR OWN RISK

The customer is solely responsible for the content of communications on the Internet. The service provided by TNT Tech is "as is" and at your own risk. TNT Tech denies any responsibility for the accuracy of information obtained through the service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. TNT Tech is not responsible or liable for any errors, delays, or interruptions. The customer understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

## SERVICE DISRUPTIONS

TNT Tech does not guarantee uninterrupted service. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of the big man (GOD), TNT Tech equipment malfunction or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. TNT Tech does not guarantee any loss of service time, transmission errors, connectivity or quality of service. The customer acknowledges and agrees that the service is not intended to be, and will not be used as, your primary or "life-line" telecommunications service.



## INSTALLATION

The customer authorizes TNT Tech or its contractor(s) to install the necessary wiring and Subscriber Unit (SU/CPE) required for wireless Internet service on the premises specified by the customer at the time of installation. The standard installation includes the mounting of an antenna and/or SU/CPE, a wireless transceiver on the outside of the house and/or building, the routing of cable(s) by the most direct path to one computer and/or router on the customer's premises. Fishing of walls and/or attic crawling is not included with standard installation. The connecting of multiple computers at the customer's premises may require additional costs in equipment and wiring. Any requests for custom installation work will require additional charges by our contractor(s). TNT Tech and its contractor(s) will not be liable for any alterations to customer's premises that result from the installation or removal of the SU and/or wiring including any holes in walls, cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

## OBSTRUCTIONS

Wireless Internet communications is dependent on a clear Line of Sight to the Access Point (AP), which is the point where the wireless connects to our broadband ISP partner(s). TNT Tech will make every reasonable effort to provide our customer with the best service possible. Unfortunately, some locations could experience changes in service due to seasonal changes, i.e. spring and summer foliage, which in turn affects the line of sight to the AP. TNT Tech will make every reasonable effort to relocate or realign the SU. However TNT Tech cannot prevent Line of Sight problems, and therefore cannot guarantee service or be liable for any loss of service.

## PAYMENT POLICY

TNT Tech will invoice its customers monthly by email only, with the exception of the first invoice which will include equipment and set up fee, and is due at the time of installation, unless a payment plan of two months has been requested. The invoice balance may be paid via credit card, debit card, PayPal, or check only. The payment will be invoiced upon installation day and is due within a week (7 days) of installation. Monthly service charges will be billed on the first (1st) of each month and due within the first week (7 days) of the month of service. Any account not paid in the first two days previous to due date will experience a \$5.00 late fee. Any account not paid within 5 days will experience suspended service with a \$20.00 late fee. After 14 days of unpaid bill, the antenna will be removed and collected by TNT Tech. If there is a request to be reconnected, all late fees must be paid and initial installation fee must be paid. A deposit or full annual payment may be required to reconnect.

## UNACCEPTABLE USE

TNT Tech may, at its discretion, immediately terminate or reduce service to the customer upon any single or multiple incidents of the following conditions: A. Failure to pay service fees in a timely manner; B. Interfering with the distribution of Internet service to other customers and/or their equipment on the TNT Tech wireless network (see also AUP); C. Propagation of computer



viruses and/or spyware (see also AUP); D. Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information (see also AUP); E. Unsolicited blanket emailing known as "spamming", (see also AUP); F. Any violation of local, state, federal or international law or that of any Sovereign Nation, as well as TNT Tech AUPs; and G. Forgetting to send your Mom a card on Mother's day.

## **EXCESSIVE BANDWIDTH CONSUMERS**

Customer activities that consume unusually large amounts of bandwidth can be multiple computers on the same connection, programs or servers which provide services to others via the TNT Tech network, streaming movies and music and some types of gaming software. When excessive consumption of bandwidth over the Pricing Plan Limit by a customer prevents all customers fair access to the TNT Tech wireless network, we reserve the right to take necessary steps to correct the problem. These steps include, but are not limited to: limiting bandwidth, disabling communication protocols, and discontinuing service without prior notice.

## **SERVICE SHARING**

If at any time TNT Tech discovers that the customer is sharing their service or has networked to others outside of the premises, without the express written consent of TNT Tech, service will be immediately terminated to the customer with no refunds of any kind.

## **INDEMNIFICATION**

Customer agrees to indemnify and hold harmless TNT Tech, its owner(s), partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to any and all claims and/or losses accruing or resulting from the installation of service, equipment, materials or supplies in connection with the performance of this agreement, to any and all customers and/or any other person, firm, organization or corporation.

## **CUSTOMER EQUIPMENT**

TNT Tech is not responsible for maintaining or supporting any equipment owned by the customer, and is not liable for any damages to the customer's SU/ CPU, computer(s) or other equipment. For security reasons, customers may have limited log in availability to their SU or CPU while on the TNT Tech network.

## **SPAMMING**

Spamming is the sending of unsolicited e-mails (see also TNT Tech AUP). TNT Tech will not tolerate any type of spamming. Internet service of a spamming customer will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of service due to spamming.



## CANCELLATION

All customers are bound by a stated and visible service agreement. A customer wishing to cancel service may do so at any time. No prorated refunds will be given if service is ended before the end of the monthly billing. TNT Tech will not refund any "set-up" or "installation" fees after the first 14 days. Any discounted rates or service referral credits shall be forfeited on early cancellations. The customer will continue to be liable under these Terms and Conditions as well as the service agreement for all fees and charges until such time as the service agreement has been properly terminated or we have acknowledged such termination in writing.

## REFERRAL CREDIT

Refer your neighbor and you'll receive a \$20.00 service credit on your service plan. The \$20.00 credit will apply to the following month's bill. If multiple referrals are issued within the same month, the monetary credit will fall into the following month. Only one credit given per referred new customer. Limited to not more than 12 credits per customer, per year, will be given (Jan 1 to Dec 31). The name of the referral must be given at or before the time of installation of the referred new customer.

## GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with TNT Tech must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Colorado, without regard to conflict of law provisions.

We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU**



FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT [www.tnttech.org/terms-conditions](http://www.tnttech.org/terms-conditions) REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Under penalty of perjury, by the laws of Colorado, by proceeding with the installation of equipment from TNT Tech and consumption of service through TNT Tech, I do swear that I understand and agree to these TERMS AND CONDITIONS.