

BPS Telephone Company: Agreement for Service – Terms and Conditions

Effective Date: January 1, 2026

Last Updated: February 5, 2026

BPS Telephone Company, including its assumed business names **BPS Networks** and **BPS Fiber** (“BPS,” “we,” “us,” or “our”) agrees to provide Internet and voice services (“Services”) to you pursuant to the following Terms and Conditions (“Agreement”). This Agreement, together with all BPS policies (including our Acceptable Use Policy), sets forth the obligations of BPS and the customer (“you” or “Customer”) and governs your use of the Services.

1. Scope of Service and Use

BPS exercises no control over the content of information transmitted over its broadband network and makes no warranties of any kind, whether express or implied, including warranties of merchantability or fitness for a particular purpose. Use of the Services is at your sole risk.

BPS is not responsible for any damage you may suffer, including loss of data, delays, service interruptions, mis-deliveries, or non-deliveries caused by events outside BPS’s reasonable control, customer-owned equipment, or customer actions or omissions.

The BPS broadband network may be used only for lawful purposes. Transmission of material in violation of federal, state, or local law or regulation is prohibited, including copyrighted material, material that is threatening or obscene, or material protected by trade secret.

BPS reserves the right to manage and monitor use of the network consistent with applicable law and company policies to protect network integrity and service quality.

2. Customer Responsibilities and Indemnification

You agree to indemnify and hold harmless BPS Telephone Company from any claims, damages, losses, or expenses arising from your use of the Services or from the use of the Services by any person or entity using your connection, including end users.

You are responsible for maintaining the security of your systems, devices, and credentials and for all activity occurring through your account.

3. Email Accounts

BPS-provided email accounts that remain inactive for forty-five (45) consecutive days may be deleted without notice.

4. Service Demarcation and Customer Equipment

The point at which BPS-provisioned network facilities connect to customer facilities constitutes the BPS service demarcation point.

All equipment and wiring beyond the demarcation point, including inside wiring and customer-owned equipment, is the sole responsibility of the customer.

If you choose not to use BPS-provided equipment and a service call (truck roll) is required due to a non-BPS equipment issue, a minimum service charge of **\$120** will apply. Weekend or holiday expedited service fees may also apply.

If an issue is determined to be within the BPS demarcation point and could not have been detected using BPS-provided equipment, no service charge will apply. If the issue is inside the premises and could have been detected with BPS-provided equipment, the service charge will apply.

5. Assignment

You may not assign or transfer this Agreement or any equipment provided by BPS without prior written consent. Any attempted assignment is void. BPS may assign this Agreement with or without notice.

6. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict-of-law principles.

7. Entire Agreement and Acceptance

This Agreement supersedes all prior representations or agreements. Acceptance occurs upon the earliest of:

- Submission of an order for Services

- Electronic acceptance of these Terms
- Use of the Services

Continued use of the Services constitutes ongoing acceptance.

8. Equipment Ownership

All equipment used to deliver Services remains the property of BPS unless expressly stated otherwise. If equipment is lost, stolen, damaged, or not returned, BPS may charge the full retail replacement cost.

9. Rates, Billing, and Payments

BPS may adjust service rates or fees with at least thirty (30) days' notice. Services may be billed in advance. Taxes, regulatory fees, and surcharges are not included in advertised rates and will be billed as applicable.

BPS may require a deposit at any time. Deposits may be applied to the account after twelve (12) consecutive months of timely payment.

Returned payments are subject to a **\$25** returned-item fee. Past-due balances must be paid in full before reconnection of disconnected services.

10. Suspension, Termination, and Collections

Failure to comply with this Agreement or failure to pay amounts due may result in suspension or termination of Services.

If BPS uses a collection agency or attorney to collect unpaid balances, you agree to pay all reasonable collection costs, including attorney fees and collection agency fees (up to **35%** of the past-due balance, where permitted by law).

11. Communications Consent

You agree that BPS may contact you regarding your account by telephone, text message, or email using the contact information you provide, including the use of prerecorded or automated messages, as permitted by law.

12. Community Broadband Network

Certain services may utilize shared or excess network capacity as part of our **Broadband Network** to enhance connectivity and service availability in the community. Participation will not materially impair your subscribed service.

Customers may opt out of such participation at any time by contacting BPS customer support.

13. Changes to Terms

BPS reserves the right to modify these Terms and Conditions at any time. The most current version will be posted on the BPS website. Continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

14. Contact Information

BPS Telephone Company

120 Stewart Street
Bernie, MO 63822

Customer Service: **800-785-8630**

Email: **info@bpstelephone.com**