

# CellTech Broadband Service Agreement

## Wireless Internet Service Agreement:

By establishing an account or using the Services of CellTech Broadband (CTB), you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy, and other policies.

The following terms and conditions apply to all customers subscribing to CellTech Broadband Internet Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. Internet Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as CellTech Broadband. We may modify the Agreement from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

See the current terms of service on our website: <https://www.celltechbroadband.com/terms-of-service>

See the current network practices policy: <https://www.celltechbroadband.com/network-practices>

## Payment Policies and Terms:

After the free fifteen (15) days tryout period the subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to CellTech Broadband within fourteen (14) days from the date of the invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall be placed on accounting hold and services to the Subscriber shall be suspended until the account is paid for in full. For any subscriber's account that has been placed on suspended service, there shall be due a twenty-five-dollar (\$25.00) reconnection charge to reactivate Subscribers Services after the past due amount has been paid in full. A thirty-five-dollar (\$35.00) fee will be added to the subscriber account in the event of any bank returned check.

## Termination:

This service agreement is month to month.

Subscriber may terminate this Agreement by submitting a request for termination Via email to: [cancel@celltechbroadband.com](mailto:cancel@celltechbroadband.com). All terminations will take place at the closure of the billing cycle when submitted three working days prior to it. There is no refund or proration for services do not provide during the month of cancellation.

CellTech Broadband may terminate this agreement and your use of our services and network, with or without reason and with or without notice, without limitations. If CellTech terminates your services, you will be entitled to a refund for any unused portion of your monthly payment (if applicable).

## On expiration or termination of this Agreement:

If CellTech's antenna, radio, power supply (POE), and any mounting hardware equipment are not returned by subscriber, within 15 days from cancellation's effective date. The subscriber will be liable for the replacement cost of the mentioned equipment. The equipment listed above can be shipped to our offices. Address listed on page five (5) of this document.

Subscribers can authorize CellTech Broadband to retrieve from Subscriber's premises equipment that is owned by CellTech Broadband at a cost of \$75.00 due prior to pick up. This fee is waived if cancellation takes place within the first 45 days of service. INT: \_\_\_\_\_

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## **Additional Fees:**

In the event that special construction, or additional equipment including but not limited to, longer cable (100ft), higher tower or mast hardware, attic, crawl space or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed as our standard hourly rate, which is \$100.00/hr. billed in half hour increments.

## **Equipment and Scope of Work:**

All equipment antennas and standard mounting equipment will remain the property of CellTech Broadband. Subscribers may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by CellTech Broadband in obtaining or attempting to obtain possession of any such equipment.

## **Standard Maintenance:**

CellTech Broadband connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber. Standard maintenance is limited solely to CellTech Broadband network and backbone connectivity.

If your connection ceases to function properly but CellTech Broadband network is still functioning properly, a technician will be sent to troubleshooting during normal business hours (8AM-5PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

## **Not Covered by Standard Maintenance:**

Maintenance, repair or replacement of parts damaged (including wiring) or lost through catastrophe, accident, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscribers computer and/or peripheral equipment not installed by CellTech Broadband, or from any cause related to or other than the intended and ordinary use.

Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at our standard hourly rates.

## **Indemnification/Release:**

Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release CellTech Broadband, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of CellTech Broadband services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using CellTech Broadband, service from any source or to any recipient. Subscriber further releases CellTech Broadband from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through CellTech Broadband, systems, and/or the wireless network. Subscriber's release of CellTech Broadband includes any actions or inaction by CellTech Broadband which amount to negligence. Subscriber further agrees to indemnify and hold harmless CellTech Broadband Inc. from and against all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of, CellTech Broadband, services herein.

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## **Disclaimer:**

CellTech Broadband assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via CellTech Broadband services. CellTech Broadband discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by CellTech Broadband which may be offensive to some individuals, which may not be in compliance with local, state, or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscribers acknowledge CellTech Broadband that its use of CellTech Broadband service to access information, content or other services is at its own risk.

## **Moving:**

If the Customer moves during the term of this Agreement and would like to relocate the Service, Customer must place a relocation request with CellTech Broadband as soon as possible. This request must contain the requested date of service termination, plus the address and phone number of the new location if possible and the prospective move-in date. Upon receiving a written or email relocation request from Customer, CellTech Broadband will place a "move order" for the new location. The Service may be maintained at the old address until the Service has been delivered to the new address.

## **Governing Law and Venue:**

The laws of the State of California shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be San Diego County, California.

## **Attorney Fees:**

If either party brings an Action to enforce their rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party.

## **Customer Agreement:**

The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties, and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

## **Reviews are Appreciated!**

We are a veteran owned family business. Please consider helping us out by leaving your feedback. **You are not obliged to submit a positive review.** Honest reviews are appreciated so we can improve our service. We strive to provide outstanding service, if you are dissatisfied in any way, please contact us, and give us the opportunity to address your issues/concerns. You can help us by posting a review at any of the sites below:

- Google: <https://g.page/CellTech-broadband/review?gm>

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**Permitting and Landlord Approval:**

It is the Subscriber's responsibility to obtain any required permits, homeowner associations approvals, mortgage grantors permission, or to grant or gain property owner approval for the placement of the antenna on the Subscribers building. Property owner/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive CellTech Broadband services.

**Rental Property (if applicable to you):**

I have obtained written consent from the property owner to complete the entire internet service installation, The installation includes but not limited to affixing a J mount or other type of bracket/antenna to the dwelling, attaching wires to internal and external walls, and creating an access hole(s) for signal wire. Int: \_\_\_\_\_

I understand that the property owner may require me to remove and fix all installation related modifications. I agree to hold CellTech Broadband harmless for the cost of making the above-mentioned repairs. Int: \_\_\_\_\_

**Referral:**

If you were referred to by any of our customers, please give us their name so we can thank them properly.

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

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## Subscriber Information:

Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Telephone number: \_\_\_\_\_ Secondary Tel # \_\_\_\_\_

Your email address(es) will be used to send your monthly invoice.

Primary Email Address: \_\_\_\_\_

Secondary Email Address: \_\_\_\_\_

## Plans:

5G Service powered by Verizon Wireless with speeds of up to 200 Down/25 Up Mbps - \$150
5G Service powered by Verizon Wireless with speeds of up to 100 Down/25 Up Mbps - \$120

- All 5G/LTE actual service performance is 100% dependent on your location in relationship to the carrier's tower as well as other environmental factors.
- Mbps (megabits per second) is a measure of speed. Plans are a depiction of max speed for each plan.
- We and the carrier (for LTE and 5G) do our Best-effort delivery the advertise up to speed, however that is not always possible.

Other Plan: \_\_\_\_\_ Lease for a Static Public IP address (\$15): \_\_\_\_\_

Your payments are due (14) days from the invoice date. They can be paid for online (via stripe), our website's pay hyperlink, via mail or in person at:

**CellTech Broadband**  
1039 D Street  
Suite #2  
Ramona, CA 92065

Please write future Invoice Date (15 days from tomorrow's date): \_\_\_\_\_  
The date above will be the day of your first invoice.

Signature of subscriber: \_\_\_\_\_ Today's Date: \_\_\_\_\_

*For the purpose of this document, a scan or copy shall have the same full force and effect as the original.*