

## FCC PERFORMANCE TESTING MTA totalWiFi™ OFFER TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN FULL. THEY CONTAIN CERTAIN CONDITIONS AND RESTRICTIONS ON THE FCC PERFORMANCE TESTING.

### **Introduction.**

This FCC Performance Testing MTA totalWiFi™ Offer TERMS & CONDITIONS (the “Performance Testing Offer” or “Offer”) is made available by MTA to residential and business accounts who agree to participate in the FCC Performance Testing, and the Internet Service Agreement and Website Terms of Use apply (<https://www.mtasolutions.com/legal/terms-of-use/>)

MTA receives high-cost universal service support from the Federal Communications Commission (FCC) for providing telephony and broadband service to high cost rural areas in Alaska. As a condition of receiving this support, MTA must test their broadband networks for compliance with speed and latency requirements established by the FCC and report the results to the Universal Service Administrative Company (USAC) and the Regulatory Commission of Alaska on an annual basis.

### **The Offer.**

All customers who accept the Performance Testing Offer will receive access to totalWiFi™ with their internet account for the current plan price of \$9.99 per month for totalWiFi™ on residential internet accounts or \$19.99 per month for totalWiFi™ on business internet accounts, with an offsetting credit applied to their bill through the duration of the 2023-2024 FCC Testing period. In the event that the account is not already a current totalWiFi customer, totalWiFi will be installed and the install fee will be waived. All applicable internet service and internet installation fees still apply. Unless a customer elects to discontinue totalWiFi™ service sooner, the corresponding credit will cease after the 2023-2024 testing period, and customers will be billed the current monthly price for totalWiFi™ beginning on the following billing cycle.

Offer cannot be transferred or altered and has no cash value. This Offer does not preclude customer from receiving other discounts, including, but not limited to: 1.) Senior Citizen Discount 2.) Education Unlimited 3.) Business Partner 4.) Lifeline.

Customer agrees that by submitting a request, they accept and agree to these Offer Terms and Conditions and acknowledge and agree to the MTA Terms of Use. Other terms and conditions may apply.

### **FCC Testing**

By accepting and agreeing to the Performance Testing Offer, the customer is agreeing to have their Internet tested for both speed and latency of the customer’s Internet service. Testing will be conducted during the hours of 6:00 pm – 12:00 am, every day for 1 week each quarter. Speed tests will be conducted once an hour starting at the beginning of each hour, while latency testing will be conducted once a minute and will include 60 tests per hour. Before initiating the test, the testing system will check if the broadband connection is idle. If there is more than 64 kbps of traffic in the downstream or 32 kbps in the upstream, the test will be delayed and reinitiated at the next idle interval. All test results will be submitted to USAC.

### **Duration and Cancellation.**

By accepting the terms and conditions of the Performance Testing Offer, the customer is agreeing to have their internet tested during the 2023-2024 testing period by the FCC. MTA reserves the right to refuse, modify or to earlier terminate this Offer at any time and for any reason.

If customer disconnects their qualifying internet plan during the Offer Period, any remaining credits associated with this Offer will be forfeited.

The totalWiFi™ credits will cease after the 2023-2024 testing period has ended, or on the date of cancellation if the totalWiFi™ service is canceled sooner. After the Offer Period ends, customer will automatically be charged the then-current monthly price of their internet plan and the current monthly price for totalWiFi™ service, and the payment method customer provided will automatically be charged that amount, unless they cancel prior to the end of the Offer Period.

Customer may cancel totalWiFi™ service at any time. Customers who retain their internet plan but cancel the totalWiFi™ service will be charged the internet service plan charges previously agreed without a corresponding credit for totalWifi™. To cancel, customer must call (907-745-3211). If retail stores are open, customer may visit one of our retail stores and cancel (for store hours, click here <https://www.mtasolutions.com/contact/>).

Cancellation of totalWiFi™ will remove customer from being eligible for participating in the FCC Performance Testing Offer, as totalWiFi™ is a technical requirement for testing.