

Online Quote Terms and Conditions

Description Nex-Tech, LLC and its subsidiaries (“Nex-Tech”) hereby agrees to provide TV Service, Internet Service, and/or Telephone Service to Customer under the following terms and conditions and as set forth in the “Service Agreement”. Hereinafter, Nex-Tech and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

By submitting a service order or request for Nex-Tech Phone, Internet and/or TV Services(s), Customer hereby authorizes Nex-Tech to install a copper or fiber drop, Network Interface Device (NID), power supply and new inside wiring, as necessary, on Customer’s property for which the service order or request for services was placed; provided, that Nex-Tech or a Related Party will contact Customer to coordinate the placement and installation. Customer certifies that he/she is the owner of such property, or if not the owner, that Customer has disclosed such tenancy to Nex-Tech and has had a Rental Release signed by the property owner authorizing the placement of the copper or fiber drop, NID, power supply and inside wiring.

1. Independent Contractor. Nex-Tech shall, at all times and for all purposes under the Service Agreement, be considered an independent contractor and shall be solely responsible for the supervision and payment of its Agents for the Services performed hereunder. As such, Nex-Tech shall provide, at its sole expense and decision, all tools, materials, training, hiring, supervision, hours of work, scheduling, work policies and procedures, work rules, compensation, payment for expenses, and discipline and termination of its Agents. Nex-Tech shall have reasonable control over all methods and details of performing the Services in compliance with the Service Agreement, subject to Customer’s inspection, and shall ensure that its Agents are performing the Services in accordance with the Service Agreement. Nex-Tech shall not have, nor represent itself as having, any authority under the Service Agreement to make agreements of any kind in the name of or binding upon Customer.

2. Term; Termination.

- a) This Agreement shall remain in effect until notice of Service cancellation is given by either party.
- b) Nex-Tech may, without incurring any liability, temporarily discontinue Services or terminate this Agreement, subject to any applicable tariffs, if Customer fails to submit timely payment for Services.
- c) Service may be refused or this Agreement may be terminated immediately if: i) Service violates any applicable federal or state tariffs, statutes or regulations; ii) Customer provides false or inaccurate information in the course of obtaining Service; or iii) Service is used in a manner that is unethical, illegal, or interferes unreasonably with the rights of other persons.

3. Rates; Payment.

- a) Customer shall be billed monthly for the Services and Equipment, together with all applicable sales, use or similar taxes and mandated fees in accordance with an executed service order.
- b) Terms of payment shall be Net 20 days. Customer shall pay all costs of collection of delinquent accounts, including reasonable attorney’s fees, as permitted by law.
- c) Rates for Services are subject to change at Nex-Tech’s sole discretion; provided that Nex-Tech must provide written notice of rate changes to Customer at least thirty (30) days before the changes take effect.
- d) If Customer terminates a Service that was part of a bundle, the rates for the remaining Services will be adjusted to the respective retail rates as appropriate.
- e) If Customer cancels a Service that was offered at a special rate in exchange for a minimum term commitment, and the minimum term commitment has not been fulfilled at the time of Service cancellation, Customer could be assessed an Early Termination Fee (“ETF”).



Under no circumstances shall early termination of the Service Agreement, by either Party for any reason whatsoever, result in the waiver of Customer's obligation to pay any Service Fees and/or Late Fees due and owed to Nex-Tech up to and through the date of termination.

In the event the Service Agreement is terminated prior to the expiration of the Initial Term or any then-current Renewal Term Nex-Tech shall bill Customer, and Customer shall be obligated to pay, an ETF equal to a) any outstanding Service Fees and/or Late Fees owed to Nex-Tech up to and through the date of termination, *plus* b) a monthly Service Fee calculated at one-hundred percent (100%) of Customer's average monthly billing under the Service Agreement – using the three (3) most recent monthly invoices from Nex-Tech – for each month remaining in the then-current Term. Such payment shall be made to Nex-Tech within thirty (30) days of termination, using funds immediately available to Nex-Tech.

4. Severability; Waivers. The invalidity or unenforceability of any provision of the Service Agreement shall not affect the validity or enforceability of any other provision of the Service Agreement. No waiver of any of the provisions of the Service Agreement shall constitute a waiver of any other provision, nor shall any waiver as to one event constitute a waiver as to any other event.

5. License.

- a) During the Term of this Agreement, Nex-Tech shall provide Customer with nonexclusive, nontransferable, limited license to access and use the Services and Equipment for personal and private use only at such times as the Services are generally available.
- b) All rights, title and interest in the Services and Equipment belong to Nex-Tech, except to the extent that the Services are provided through Nex-Tech by third parties that possess copyright or proprietary interest therein. Customer shall not, by virtue of this Agreement, acquire any proprietary interest in the Services, Equipment or any records, materials or information accessed through the Services.
- c) Nex-Tech reserves the right to revoke this license if Customer breaches any term or condition of this Agreement or the Digital Equipment Terms of Use.

6. Entire Agreement. The Service Agreement in conjunction with these terms and conditions contain the entire agreement of the Parties relating to the subject matter hereof, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by the Parties that are not expressly set forth in the Service Agreement. The Service Agreement may be modified or amended only through a written Addendum or new Agreement with equal or greater terms signed by an authorized representative of each Party and attached hereto and incorporated herein.

7. Counterparts. The Service Agreement, and any Addendums attached hereto, may be executed in counterparts, each of which shall be deemed originals, regardless of whether such execution is made electronically or in hard copy, but all of which together shall constitute one and the same instrument.

8. Governing Law. The Service Agreement shall be governed in accordance with the laws of the State of Kansas.

9. Miscellaneous Terms. These Terms and Conditions represent the complete Terms and Conditions and understanding between Nex-Tech and Customer, notwithstanding any variance with Terms and Conditions of any other submitted by Customer.

- a) Customer may not resell, rename, package or otherwise distribute any Services provided by Nex-Tech without the express written consent of Nex-Tech.



10. Use of Services – Restrictions. Customer agrees to use the services provided by Nex-Tech in compliance with applicable laws. Transmission of any material in violation of any domestic laws and regulations, including (without limitation) threatening or obscene materials, is prohibited.

- a) Some materials available on the Service may be subject to laws and treaties relating to copyrights and intellectual property laws. In addition, Nex-Tech does not control the content of information available throughout its network and cannot be responsible for the accuracy or quality of information obtained through its services. Accordingly, Customer is solely responsible for determination of all suitability and propriety of its use of all materials available through the Service, and assumes all risks related to use of information or data.
- b) Any use of Nex-Tech's network or system resources which materially disrupts or interferes with normal operations or with other customers, or which uses Nex-Tech's network to make unauthorized attempts to access the systems and networks of others, is prohibited. Customer is solely responsible for compliance with all rules applicable to Customer's access to any other networks. Any customer engaging in such practices, or otherwise in violation of these Terms and Conditions, will be subject to termination of services.

11. Disclaimers, Limitations, Indemnification. Nex-Tech makes no warranties of any kind, whether express or implied, regarding the services it provides to Customer, or relating to the quality, accuracy, or validity of data and/or information residing on or passing through Nex-Tech's network. Nex-Tech expressly disclaims any and all warranties relating to its services, including any warranty of merchant ability or fitness for a particular purpose.

- a) Nex-Tech shall not be liable, either in contract or in tort, for unauthorized access to Customer's transmission facilities or Customer premises equipment; or for unauthorized access to or on, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method.
- b) Customer agrees that Nex-Tech will not be liable for any consequential, incidental or specific damages, including harm to business, lost revenues, lost savings, or lost profits suffered by Customer, regardless of the form of action, whether in contract, warranty, strict liability, or tort, or for any claim by any third party, even if Nex-Tech has been advised of the possibility of such damages. Nex-Tech's entire liability for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Nex-Tech by Customer in the last twelve (12) months for the specific service giving rise to the claim. No action or proceeding against Nex-Tech will be commenced more than one (1) year after service is rendered.
- c) Customer agrees to indemnify and hold Nex-Tech harmless from any claims or damages, including attorney's fees, resulting from Customer's use of Nex-Tech services or breach of these Terms and Conditions, including (without limitation) Customer's causation of damages or injury, directly or indirectly, to any other party.



- d) Nex-Tech's liability under this Agreement or in connection with the Services shall be limited, to the extent permitted by law, to the allowance of a credit in the form of an adjustment for no more than the charges billed to Customer by Nex-Tech for Services in the period during which the event(s) giving rise to such claims occurred; provided, however, that no credit shall be given for event(s) spanning less than forty-eight (48) hours in duration. Customer's right to a credit adjustment shall be in lieu of all other remedies which Customer may have against Nex-Tech, any third party providing Services to or on behalf of Nex-Tech, or any of Nex-Tech's Related Parties.

12. Miscellaneous.

- a) All notices required under this Agreement shall be considered given if delivered personally or mailed to Customer at the Service address or such other address provided by Customer. Customer shall be responsible for notifying Nex-Tech of any address or name changes associated with the Services within thirty (30) days of such changes taking effect.
- b) This Agreement, together with an executed service order, constitutes the entire agreement between Customer and Nex-Tech with respect to the Services. This Agreement shall be governed by all applicable laws, regulations, statutes and tariffs, and is subject to change or termination. If the terms of any applicable tariff conflict with this Agreement, this Agreement shall control except when prohibited by law.

TV Terms and Conditions

Customer further agrees to be bound by Nex-Tech's TV Terms and Conditions and Digital Equipment Terms of Use as posted below; provided that Nex-Tech has the right to amend or update the Terms and Conditions and Digital Equipment Terms of Use from time to time without notice to Customer.

Nex-Tech's Terms and Conditions and AUP, together with an executed service order, constitute the entire agreement between Customer and Nex-Tech with respect to the Services.

TV Services

1. Definitions.

- 1.1. "Agreement" shall mean this TV Terms and Conditions document.
- 1.2. "Customer" shall mean the person or business whose name is on the Service account, along with any authorized employees, agents or other parties acting by or through Customer.
- 1.3. "Equipment" shall mean any and all electronic equipment necessary for Customer to receive Services including, but not limited to, digital receivers and remote controls.
- 1.4. "Fiber Drop" shall mean a buried or aerial fiber line that connects Customer's home or business with Nex-Tech's FTTP infrastructure.
- 1.5. "FTTP" shall mean Fiber-To-The-Premise infrastructure.
- 1.6. "NID" shall mean the Network Interface Device that connects Customer's Fiber Drop with Customer's telephone, Internet and television jacks.
- 1.7. "Related Party(ies)" shall mean officers, directors, employees, subcontractors, agents, affiliates, successors or assigns of Nex-Tech.
- 1.8. "Service(s)" shall mean Nex-Tech's TV Services.
- 1.9. "Term" shall mean the entire time that Customer subscribes to Nex-Tech's Services.



2. Services.

- 2.1 Nex-Tech shall provide Customer with access to Services pursuant to the Terms and Conditions of this Agreement and the Digital Equipment Terms of Use provided to Customer upon installation of Services and Equipment.
- 2.2 Nex-Tech reserves the right to withdraw or alter any Service offering and shall have no liability whatsoever to Customer in connection therewith.

3. Use of Services; Restrictions.

- 3.1. Customer may authorize its employees, agents or other parties acting by or through Customer to access the Services pursuant to this Agreement. Customer is liable for all service charges associated with such use.
- 3.2. Under no circumstance shall Customer use the Services, Equipment or information obtained through the Services in violation of any applicable laws, statutes or regulations.
- 3.3. Customer agrees not to tamper with, alter or change any Services or Equipment made available to Customer by Nex-Tech.
- 3.4. Customer may not publish or sell information retrieved through the Services, or use any such information in a manner that infringes any copyright or proprietary interest of Nex-Tech or any third party. Customer specifically agrees that it will not use the trade name “Nex-Tech” unless expressly authorized to do so in advance, in writing, by Nex-Tech.

Internet Terms and Conditions

Customer further agrees to be bound by Nex-Tech’s Internet Terms and Conditions as posted below; and Nex-Tech’s Internet Acceptable Policy (AUP) posted at www.nex-tech.com/PlansBundles/Internet/AcceptableUsePolicy; provided that Nex-Tech has the right to amend or update the Terms and Conditions and AUP from time to time without notice to Customer.

Nex-Tech’s Terms and Conditions and AUP, together with an executed service order, constitute the entire agreement between Customer and Nex-Tech with respect to the Services.

Internet Services

1. Definitions.

- 1.1 “Agreement” shall mean this Internet Terms and Conditions document.
- 1.2 “AUP” shall mean Nex-Tech’s Internet Acceptable Use Policy posted online at www.nex-tech.com/PlansBundles/Internet/AcceptableUsePolicy
- 1.3 “Customer” shall mean the person or business whose name is on the Service account, along with any authorized employees, agents or other parties acting by or through Customer.
- 1.4 “Fiber Drop” shall mean a buried or aerial fiber line that connects Customer’s home or business with Nex-Tech’s FTTP infrastructure.
- 1.5 “FTTP” shall mean Fiber-To-The-Premise infrastructure.
- 1.6 “NID” shall mean the Network Interface Device that connects Customer’s Fiber Drop with Customer’s telephone, Internet and television jacks.
- 1.7 “Related Party(ies)” shall mean officers, directors, employees, subcontractors, agents, affiliates, successors or assigns of Nex-Tech.
- 1.8 “Service(s)” shall mean Nex-Tech’s Internet Services.
- 1.9 “Term” shall mean the entire time that Customer subscribes to Nex-Tech’s Services.





2. Services.

- 2.1 Nex-Tech shall provide Customer with access to Services pursuant to the Terms and Conditions of this Agreement and Nex-Tech's AUP.
- 2.2 Nex-Tech reserves the right to withdraw or alter any Service offering without prior notice to Customer and shall have no liability whatsoever to Customer in connection therewith.

3. Use of Services; Restrictions.

- 3.1. By submitting a service order or request for Services, or by using Nex-Tech's Services, Customer hereby agrees to be bound by the AUP; provided that Nex-Tech has the right to amend or update the AUP from time to time without notice to Customer.
- 3.2. Customer may authorize its employees, agents or other parties acting by or through Customer to access the Services pursuant to this Agreement. Nex-Tech shall provide unique identification numbers, which it reserves the right to change at any time, to Customer for use by Customer in accessing the Services. Customer is liable for all service charges associated with such identification numbers.
- 3.3. Under no circumstance shall Customer or Customer's identification numbers, use the Services or information obtained through the Services in violation of any applicable laws, statutes or regulations.
- 3.4. Customer agrees not to tamper with, alter or change any records, materials, information or programs made available to Customer by Nex-Tech.
- 3.5. Customer may not publish or sell information retrieved through the Services, or use any such information in a manner that infringes any copyright or proprietary interest of Nex-Tech or any third party. Customer specifically agrees that it will not use the trade name "Nex-Tech" unless expressly authorized to do so in advance, in writing, by Nex-Tech.

Phone Terms and Conditions

Customer further agrees to be bound by Nex-Tech's Phone Terms and Conditions as posted below; provided that Nex-Tech has the right to amend or update the Terms and Conditions from time to time without notice to Customer. Nex-Tech's Terms and Conditions, together with an executed service order, constitute the entire agreement between Customer and Nex-Tech with respect to the Services.

Phone Services

1. Definitions.

- 1.1 "Agreement" shall mean this Phone Services Terms and Conditions document.
- 1.2 "Customer" shall mean the person or business whose name is on the Service account, along with any authorized employees, agents or other parties acting by or through Customer.
- 1.3 "ETF" shall mean Early Termination Fee.
- 1.4 "Fiber Drop" shall mean a buried or aerial fiber line that connects Customer's home or business with Nex-Tech's FTTP infrastructure.
- 1.5 "FTTP" shall mean Fiber-To-The-Premise infrastructure.
- 1.6 "NID" shall mean the Network Interface Device that connects Customer's Fiber Drop with Customer's telephone, Internet and television jacks.
- 1.7 "Related Party(ies)" shall mean officers, directors, employees, subcontractors, agents, affiliates, successors or assigns of Nex-Tech.
- 1.8 "Service(s)" shall mean Nex-Tech's phone services including, but not limited to local phone service, long distance, Voice over Internet Protocol (VOIP) and calling features.
- 1.9 "Term" shall mean the entire time that Customer subscribes to Nex-Tech's Services.



2. Services.

- 2.1 Nex-Tech shall provide Customer with access to Services pursuant to the Terms and Conditions of this Agreement and applicable tariffs.
- 2.2 Nex-Tech reserves the right to withdraw or alter any Service offering and shall have no liability whatsoever to Customer in connection therewith; provided that Nex-Tech must provide written notice of such changes to Customer at least thirty (30) days before the changes take effect.

3. Use of Services; Restrictions.

- 3.1 Customer may authorize its employees, agents or other parties acting by or through Customer to access the Services pursuant to this Agreement. Customer is liable for all service charges associated with such use.
- 3.2 Under no circumstance shall Customer use the Services in violation of any applicable laws, statutes, regulations or tariffs.
- 3.3 Customer agrees not to tamper with, alter or change any Services made available to Customer by Nex-Tech.
- 3.4 Customer may not publish or sell information retrieved through the Services, or use any such information in a manner that infringes any copyright or proprietary interest of Nex-Tech or any third party. Customer specifically agrees that it will not use the trade name “Nex-Tech” unless expressly authorized to do so in advance, in writing, by Nex-Tech.
- 3.5 Customers subscribing to Nex-Tech’s “No Limits Plan” for long distance, where available, must maintain this Service Plan for at least twelve (12) months or be subject to an ETF of One Hundred Twenty Dollars (\$120.00). This Service Plan includes direct-dialed calls placed within the continental U.S. only and expressly excludes international calls, calling card calls, collect calls, directory assistance calls and 800/900 number calls. This Service Plan is intended for residential voice applications only, not for commercial or data applications. If it is determined that Customer’s use is not consistent with residential voice applications, Customer may be assessed an additional monthly charge, disconnected or moved to a different Service plan at Nex-Tech’s sole discretion. Customers subscribing to the No Limits Plan and Nex-Tech Dial-up Internet Service will be assessed a Five Dollar (\$5.00) monthly fee for exceeding seventy-five (75) hours per month on the Internet.
- 3.6 Residential Phone Customers served by Nex-Tech’s fiber optic network have four options for backup power for home phone service: 1.) purchase Protection Plus which includes installation and maintenance of a battery with an estimated eight (8) hours of backup; 2.) purchase a Battery Maintenance Plan which includes installation and maintenance of a battery with an estimated eight (8) hours of backup; 3.) purchase a battery from Nex-Tech and do a self-install. There is no maintenance included with this option and the Customer accepts full responsibility; or 4.) purchase a battery from Nex-Tech and pay an installation fee for Nex-Tech to install. There is no maintenance included with this option and the Customer accepts full responsibility.

