

Digital TV Terms & Conditions

This document contains certain terms and conditions related to the provision of TV Service by Everfast Fiber Networks LLC and its subsidiaries and affiliates (“Everfast”).

This document uses the term “TV Service” to refer to all video programming services provided by Everfast. In general, the term includes all packages offered by Everfast.

A Customer is bound by the terms and conditions contained in this document. Each Customer should review this document to understand these terms and conditions.

DEFINITIONS.

As used in this document:

- “Agreement” means the written agreement between the Customer and Everfast for any service that Everfast provides, whether signed by the parties or not. For TV Service, the Agreement also includes these Terms and Conditions.
- “Customer” means the individual in whose name the TV Service account is maintained. This is usually the person identified on the work order initiating the installation of Everfast Services, and/or the individual named on any Agreement. The Customer is responsible for all charges on the account.
- “Equipment” means one or more of the following: digital TV box, remote-control unit, authenticated device, demarcation device or unit, security devices, addressable control module, A/B switch, coaxial and/or fiber optic TV cabling which is not Inside Wiring, any parent lock-out device, or any other device installed or activated in or around the home, or provided by Everfast, necessary or convenient for a Customer to receive services from Everfast. Inside Wiring is not considered Equipment and is addressed separately.
- “Home” means the structure in which the Customer lives, including a single-family home, apartment, or any other type of dwelling unit.
- “Inside Wiring” means the coaxial TV and/or fiber optic TV cabling and/or other wiring that is installed or activated by Everfast for the provision of TV service, and that runs inside the home and to a point 12 inches outside of the home. It includes any extra outlets, splitters, connections, fittings, or wall plates attached to it. Inside Wiring includes all the fiber optic/coaxial TV/CAT and other wiring material that runs to a single or to multiple points connecting communication devices in the home. It includes extra outlets, splitters, connections and fittings or wall plates attached to the wire, but does not include devices such as digital TV boxes, demarcation devices or units, gateway devices or units, A/B switches, parental lock-out devices, security devices and the like, even if inside or within 12 inches of the home, and does not include any wiring that is jointly used with another provider of services.
- “Service(s)” or “TV Service(s)” means the video programming and/or related television service(s) that Everfast provides to the Customer. Any telephone and/or Internet services the Customer may receive from Everfast are covered by other disclosures that are provided or made available separately. For Everfast TV Service, purchase of Everfast Internet service is required.
- “Welcome Kit” means materials provided to Customers at time of installation and upon request, describing the services, instructions in using the services and equipment, pricing and packaging, notifications, terms and conditions of services, and other information.

EVERFAST CHANGES IN TV SERVICES AND CHARGES.

Everfast may modify the rates, terms and conditions of Service from time to time and will notify the Customer if that occurs. Everfast will send the Customer a written notice in advance of the change, when practical, informing the Customer of the nature of the change and its effective date. A change may be identified through a message on the bill or in a bill insert, or separately in another manner permitted by law. Notice of changes in rates, programming services or channel positions within Everfast's control will be given in advance where possible including, but not limited to, notices of modifications in regulatory fees, taxes, assessments, or charges of any kind imposed by any Federal, state or local authority are not required by law.

If a modification of the Agreement that required notice to the Customer is unacceptable, the Customer has the right to cancel TV Service prospectively, paying Everfast for all TV Service through the time of termination, and returning all Everfast equipment. If the Customer continues to access TV Service after the effective date of any change, that access will be deemed to be acceptance of the change, and the Agreement, as changed, will continue in effect. Penalties for early cancellation may still apply. To the extent required by law, after notice to the Customer of a change of TV Services, a service re-tiering, or a price increase, the tiers established in a specific TV Service package may change. Instead of a rate increase, the Customer may be provided a modified bundle of TV channels without an increase in rates. Changes requested by the Customer to the TV Services he or she receives also may result in an increase or change of service charge. Over time, some TV Service packages and some service bundles that include TV Service may no longer be available. Individual channels may be added or deleted by Everfast without notice in its sole business judgment and discretion.

The Customer may obtain information about the current fees and prices for any Everfast TV Services and bundles that include TV Service by visiting Everfast's website (www.everfastfiber.com) or calling Everfast's Customer Service Center.

ASSIGNMENT OF ACCOUNT.

A Customer may not assign his or her account or transfer the service to anyone without prior written approval of Everfast. The Customer remains responsible for all payments due until the service covered by the Agreement is fully paid for, is properly terminated, or Everfast approves the prospective assignment and transfer of the service in writing. Payment obligations that accrued prior to the termination or permitted assignment of TV Service must be met by the Customer.

TERMINATION OF TV SERVICE.

The following terms apply to service termination:

- **Voluntary Termination.** Each Customer elects to subscribe to the Services for the Minimum Service Term set forth on the Customer's enrollment form or other subscription document commencing on the date of acceptance by Everfast as provided below. If no Minimum Service Term is selected for the applicable TV Service, then the Minimum Service Term is one month from the date of commencement of Service.

The Customer understands that, for the Customer to use the Service, the Customer must obtain proper equipment and, when applicable, installation supplied by Everfast. The Customer further agrees that, should the Customer terminate Service prior to payment of all applicable TV Service amounts and/or fulfillment of the Minimum Service Term commitment, the following terms and restrictions apply to the Services:

- Certain Services may be provided in accordance with applicable TV tariffs. In the event of any conflict between the terms of the tariffs and these Terms and Conditions, the tariffs control.
- The customer will maintain Equipment furnished by Provider and take reasonable precautions to prevent damage to it.
- Installation may require an on-site visit from Everfast or a certified Everfast contractor.
- The Customer is responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Service provided, and any third-party fees that may apply to said Service; the cost for installation of any additional equipment or service that Everfast may install on the Customer's property or premises; the cost of any other service for which there is a service charge; and the replacement cost of all Everfast parts or Equipment that may be damaged, lost, or stolen while in the Customer's possession.
- The specific rates and charges for the Service are those established from time-to-time by Everfast. Everfast reserves the right to change the rates it charges for any service with written notice sent by mail or electronically via the Customer's service or other means.

Involuntary Termination / Effect on Other Everfast Services. Subject to applicable federal, state, or local law, and any notice requirements set out in any applicable franchise agreement, if a Customer fails to pay a bill when it is due or fails to comply with any term contained in these Terms and Conditions, Everfast has the right to terminate TV Services and/or terminate the agreement. Termination of Service or the agreement will not relieve the Customer of any payment obligations. A reconnection fee may be required to reinstate service.

Other Termination or Suspension. In certain circumstances, Everfast can suspend or terminate TV service without cancelling the Agreement, for example, to investigate or stop fraud or abuse, to prevent use for an unlawful purpose, or to protect Everfast's interests where the Customer is not responsive.

If there is a term commitment, and the Customer terminates early, the Customer will be liable for an early termination charge.

TV SERVICE-RELATED EQUIPMENT.

Everfast will install and maintain lines, Equipment, Inside Wiring and other material on the Customer's property as may be necessary to deliver the Services to the home. All Equipment, Inside Wiring, and materials installed by Everfast will be and remain the property of Everfast, free from any claim of Customer or any third party who succeeds to possession or ownership of the Customer's home, but subject to any legal requirements or conditions.

The installation and maintenance of equipment, Inside Wiring and other materials will be performed by Everfast or its contractors. The Customer agrees not to attach unauthorized devices to Everfast Equipment or Inside Wiring. If the Customer makes any unauthorized connections or modifications to Everfast Equipment, Inside Wiring, or any other part of the Everfast network, the Customer will be in breach of these Terms and Conditions and the Agreement and Everfast will have the right to terminate TV Service at its discretion. Everfast recommends that you unplug equipment during any storm with lightning potential.

Digital TV boxes are not necessary to receive Everfast TV Services. If desired, Customers may lease the Digital TV boxes from Everfast. The Digital TV boxes come with compatible remote controls.

Everfast is not responsible for problems relating to the operation or configuration of consumer electronic equipment such as televisions, DVD players, home antennas, digital video recorders, authenticated devices

and other items that may be connected to the Inside Wiring in the Customer's home. A Customer should not attempt to open, change, or repair any Everfast Equipment. Everfast is responsible for fixing its Equipment. Problems caused by Customer's tampering, neglect or abuse will be remedied at the Customer's expense.

Inside Wiring is treated under the law in a way that is different from equipment. Everfast retains ownership of all Inside Wiring it installs, but any Inside Wiring that a Customer installs is owned by the Customer. At the time the Customer terminates Everfast Service, Everfast may elect to relinquish ownership of its Inside Wiring, but not any Equipment or other Everfast material on the Customer's property. The Equipment installed by Everfast always belongs to Everfast, unless Everfast elects to sell it to the Customer, and it is fully paid for. Everfast may supply new or reconditioned Equipment to the Customer at Everfast's option.

The Customer is responsible for returning all Everfast-provided Equipment to Everfast when the Customer stops receiving Service, regardless of whether Service is terminated by the Customer or by Everfast. The Customer is responsible for repair, replacement and other costs, damages, fees, and charges if Equipment is not returned to Everfast or is returned in a damaged condition. If a Customer moves, it is important that Everfast Equipment be returned and not left at the location where service was terminated unless Everfast authorizes it. If Everfast requires that the Equipment be returned to Everfast or a Everfast agent or representative, all such Equipment must be returned in good working order, normal wear and tear excepted, or the Customer will be charged for a replacement, for all repair charges for damaged Equipment, and for any other charges to make Everfast whole related to each piece of Equipment not returned as required.

Any damage to Everfast Equipment, other than normal wear and tear, is the Customer's responsibility, and the Customer will be required to pay Everfast for the repair or replacement of such Equipment. The Customer will be responsible for paying all costs incurred by Everfast, including but not limited to attorneys' fees and costs, investigator fees, witness fees and court costs.

The Customer is responsible for preventing loss or damage to Equipment within the Customer's home. A Customer should consider covering Equipment under a homeowner's, renter's, or other insurance policy.

All installations, repairs and custom work will be subject to a charge as identified in the Everfast Price/Rate and Programming Disclosure.

Everfast is not responsible for problems with the operation of, nor does it provide maintenance service for, the Customer's television, television-related equipment, telephone, telephone-related equipment, personal computer or other data-related equipment, even if it is attached to Everfast's Equipment.

None of the Equipment supplied by Everfast is intended to become a fixture or a part of the Customer's real property in any way unless it is purchased by the Customer. The Equipment supplied by Everfast may be removed by Everfast at any time during or following termination of the Customer's service, whether due to nonpayment for service or otherwise, and each Customer is required to allow Everfast access to the home for such purposes.

Everfast's Digital TV boxes have parental control capability based on ratings, which allows either rated programming or selected channels to be blocked from viewing.

Should you experience Equipment problems, replacement Equipment may be obtained by calling the Customer Service Center to schedule an appointment.

If a Customer is moving out of the service area or needs to disconnect, he or she should visit a Customer Service Center or contact a Customer Care Representative (“Everfast Representative”) to place a disconnect order and to arrange for the return of any Equipment supplied by Everfast. Charges may continue until all Equipment has been returned to or picked up by Everfast.

ACCESS TO CUSTOMER’S HOMES.

The Customer authorizes Everfast or its designee to make connections and perform other tasks which are necessary or desirable to enable Everfast to provide Services, including connecting and making necessary attachments to any Inside Wiring. The Customer authorizes Everfast or its designees to enter his or her home in the Customer’s presence or the presence of his or her representative, or upon the property outside the Customer’s home, at any time during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the Services and Equipment supplied by Everfast. The Customer should ask for proper identification. The Customer also grants Everfast permission to run its TV Service and to drill holes as necessary in or into the Customer’s home – in standard installation locations or other locations agreed to jointly – to connect Everfast Services and Equipment, and to place Everfast Inside Wiring.

The Customer is responsible for procuring all consents required for any installation. The Customer guarantees the consent of any other person, firm, or institution whose consent may be required, to the entry upon the Customer’s property by Everfast for the purposes of installation, maintenance and removal of Equipment and Inside Wiring, and to the continuous use by Everfast, without hindrance, of any existing or future public utility easement on or through Customer’s property or the property where the Customer’s home is located. This authorization includes the right for Everfast or a Everfast designee to be on any property outside the Customer’s home at reasonable times, even if the Customer is not at home. If the Customer is not the home or property owner, he or she agrees to supply Everfast or the Everfast designee, upon request, with the owner’s name and address, proof of consent to access the home and/or property, and to use any public utility easement.

PRIVATE VIEWING OF UNAUTHORIZED TV SERVICE OR OTHER VIDEO CONTENT.

Everfast provides TV Service to a Customer solely for his or her private home viewing, use and enjoyment, and that of other members of the household. The Customer agrees that the programming provided over the network will not be viewed in areas open to the public. The programming may not be rebroadcast, retransmitted, or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance, from Everfast and from the Everfast programming supplier(s), who hold rights to their programming. This consent may be withheld in Everfast’s sole discretion or in the sole discretion of the Everfast programming supplier(s).

Everfast does not have the right to distribute pay-per-view or other programming such as premium channels to commercial establishments. The Customer must not exhibit or assist in the exhibition of such programming in a commercial establishment, unless explicitly authorized in writing to do so, in advance, by Everfast and its program provider(s). Other than for EverFast TV Service, the Customer may not move a Digital TV box to another location or use it at any time at an address other than the home or location where service was installed or activated by Everfast, without prior written authorization from Everfast. A Customer that violates this requirement will be responsible for all resulting claims.

LIMITED WARRANTY, LIMITATION OF LIABILITY, INDEMNIFICATION.

For a period of 30 days from installation or repair, Everfast warrants that the Service, Inside Wiring and Equipment performed, installed, or repaired will meet any applicable FCC and industry standards, will operate, or perform under normal conditions, and will be free from material defects in materials or workmanship. If a Customer reports any defect or failure within this period, Everfast will re-perform the non-conforming work, repair or replace the non-conforming Inside Wiring and/or Equipment, and restore performance to any required standards. Re-performance of work and repair or replacement of Inside Wiring and/or equipment is the sole remedy available under this limited warranty or otherwise, regardless of the event or the nature of the claim, except to the extent this limitation is itself limited by applicable law. Everfast makes no warranty or representation regarding any results that may be obtained for the use of Everfast services, regarding the accuracy or reliability of any information obtained through Everfast services, regarding goods or services purchased or obtained through Everfast services, regarding any transactions entered into through Everfast or its services, or that Everfast services will meet any user's requirements, be uninterrupted, timely, secure or error-free. The Customer assumes responsibility and risk for all use of the service by any person. This warranty gives the Customer specific legal rights. The Customer also may have other legal rights. Some states do not allow the exclusion or limitation of incidental or consequential damages or do not allow limitation on implied warranties or their duration. If the Customer receives service in one of these states, some of the above exclusions will not apply to you.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH, EVERFAST DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Everfast will not be liable for any delay or failure to perform its obligations, including interruption in service, if such delay or non-performance arises in connection with any acts of God, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather; acts of any governmental body, or any other cause beyond Everfast's reasonable control. The Customer understands that in providing services, Everfast is making use of poles and conduit/ducts owned by one or more governmental subdivisions or utility companies, or in which such entities have an ownership or other interest, and that continued use of this infrastructure is in no way guaranteed. In the event the continued use is limited or denied to Everfast for any reason, Everfast will make every reasonable effort to provide service over alternate routes.

EVERFAST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF EVERFAST HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING THOSE RESULTING FROM THE USE OF OR THE INABILITY TO USE EVERFAST SERVICES, EQUIPMENT, OR INSIDE WIRING.

The Customer agrees to indemnify, defend and hold harmless Everfast, its affiliates, officers, directors, employees, consultants, representatives and agents from any and all third-party claims, liability, loss, damages and/or costs (including, but not limited to, attorney's fees and costs) arising from all use of Everfast services, any violation of the terms of service or infringement of any intellectual property or of other rights of any person or entity. The terms of service will inure to the benefit of Everfast, its successors, assigns, and licensees.

LEASED ACCESS.

Everfast complies with FCC regulations on leased access. Leased access permits members of the public to use Everfast facilities for the dissemination of certain programs or programming on leased access channels on terms established from time to time by Everfast. Everfast is not responsible for the nature or content of leased access programming. Programs that contain significant amounts of hard core or adult content or content that Everfast believes would be unreasonably violent will be encrypted or scrambled to the extent permitted by law. Customers interested in viewing such programming may call and request that the signal to their residence be unscrambled or de-encrypted for this programming. If you have questions, contact Everfast directly.

ANNUAL NOTICE.

Everfast will provide to Customers written information on each of the following areas at any time on Customer request:

- Products and services offered
- Prices and options for programming services and conditions of subscription to programming and other services
- Installation and service maintenance policies
- Instructions on how to use the TV Service
- Channel positions of programming carried on the TV Service
- Billing and complaint procedures, including the address and telephone number of the governing franchise authority's TV office.

BILLING POLICIES.

Everfast bills monthly. Charges for services start upon installation. Everfast will bill you each month in advance for services and applicable taxes and fees (except for items like installation, other one-time work, and pay-per-view movies or events, which will be billed in arrears.) Everfast seeks to make bills clear, concise, and understandable. The bills you receive will show the total amount due and the payment due date. The Customer agrees to pay Everfast monthly, in full, by the payment due date.

Everfast will advise you of the rates for services and other charges at or before the date on which you contract for Everfast services, when Everfast implements or assesses new or changed fees, and in Everfast's annual mailings to you thereafter. The Customer may avoid any late fees and charges by making sure that payment is received by Everfast on or before the due date on the bill. If payment is not received by the due date on the bill, Customer agrees to pay the applicable late fees and/or charges as a condition of receiving Everfast service.

Everfast does not anticipate that you will make partial or late payments. Everfast does not extend credit to Customers. Everfast's late fees and charges do not constitute interest, a credit service charge, or a finance charge.

The Customer's monthly statement may also contain contact telephone numbers and addresses and special messages, such as those regarding service or rate changes. Customers are requested to take the time to read the monthly messages and to review each bill. The Customer generally will be billed at the same time each month.

The Customer agrees to pay all taxes, franchise or other fees, subsidy or support fees, and other charges, if any, which are now, or may in the future be, assessed on the services Customer receives from

Everfast. Everfast may specifically identify each of these taxes and fees on the Customer's bill so that the Customer will know what is being paid for TV Service, and any separate amounts charged to cover other items, such as taxes and fees. If a Customer has questions about a bill, contact procedures are set out below.

Subject to applicable law, TV Services may be discontinued if a bill is not paid by the due date. Everfast may require a Customer to pay all past-due charges, a reconnection fee, and a minimum of one month's advance charges before Everfast reconnects TV Service. Further, if a Customer does not reconnect, any rental or other Everfast Equipment must be returned in good condition within a reasonable period set by Everfast. A handling fee may be charged for returned checks.

In cases where disconnection of regulated service for other nonpayment(s) is limited or prohibited, or where a procedure for disconnection of service is established by law and/or regulation, Everfast will follow such law and/or regulation. Any partial payment of a bill for more than one service may be allocated by Everfast among and between such services at Everfast's discretion, except where Everfast is required to apply payment first to certain regulated service(s).

If Everfast uses a collection agency or attorney to collect money that Customer owes Everfast or to assert any other right that Everfast may have against Customer, or to defend a claim Customer makes that is shown to be without merit, then, subject to applicable law, Customer agrees to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorneys' fees, court costs and other costs.

Payments received from the Customer are voluntarily paid. Everfast will not be bound by any statement on a check or other means of Customer payment that states the payment is "payment in full" or "full settlement" or otherwise if the amount is not the full amount due as reflected in Everfast's records.

Customer authorizes Everfast to contact Customer at any phone number(s) Customer provides regarding Customer's account using any means of communication, including, but not limited to, calls (including prerecorded calls) and/or SMS text messages to Customer's mobile device using an automated or predictive dialing device, even if Customer will be charged by its mobile service provider(s).

CUSTOMER SERVICE POLICIES/COMPLAINT PROCEDURES.

Everfast's Customer Care and Technical Support telephone numbers are contained within the monthly statement.

When a Customer calls about a service problem during normal business hours, the Everfast Representative will determine the nature of the problem. If possible, the Everfast Representative will help the Customer resolve the problem over the telephone. If the problem cannot be resolved during the call, the Everfast Representative will schedule an appointment for a Service Technician to visit the Customer's home. Unless a problem is beyond Everfast's control, Everfast will address any service interruption issues promptly within its standard response interval.

Emergencies such as trouble with utility poles, violent storms or very cold weather may interfere with reception of TV services. Everfast is committed to correcting outages or other service-related problems occurring because of emergency situations as soon as reasonably possible.

If a Customer calls with a complaint or inquiry about a billing matter, the process will work better if the Customer is prepared to explain the basis for the call. If Everfast receives a written complaint about billing

matters, Everfast will respond within 30 days. Any refunds or credits that are warranted will be made available in the manner set by local, state or federal guidelines.

Everfast's Call Center Representatives and Service Technicians are well trained and have authority to attempt to resolve a Customer problem, including replacement of any non-operating Equipment, to provide quality service.

If a Customer is unable to get a problem solved to his or her satisfaction at the local level, they may write the Everfast Corporate Offices with concerns and complaints.

Everfast Fiber Networks LLC
9669 Lackman Rd.
Lenexa, KS 66219
Attn: Executive Offices – Customer Service

In addition, if a Customer is dissatisfied with the handling of a complaint, he or she may contact the appropriate local government agency.

Everfast will maintain complaint records for at least a 1-year period, or the time required by law, if longer. In addition, those records will be available for inspection by the local or state government authority and by the FCC.

OTHER ISSUES.

Everfast's failure to enforce any of the provisions of the Service Agreement or to exercise any contractual right or option is not a waiver of any such provision, right, or option. Any waiver by Everfast must be written and signed on behalf of Everfast by an authorized executive. No waiver of any Customer breach will constitute a waiver of any future Customer breach of the Service Agreement. The invalidity or unenforceability of any part of the Service Agreement will not affect the other parts, and the remaining terms and conditions will continue to apply as necessary to reflect the original intention of the parties.

The Customer may not resell Everfast's TV service. Such action violates the Service Agreement and conditions established by various providers of content to Everfast. It may also constitute theft of service under applicable law.

The Service Agreement will be governed by the law of the state where your TV Service is provided, except where preempted by Federal law.

NOTICE

Except as provided in these Terms and Conditions, the Agreement or otherwise required by law, if Everfast sends Customer a notice, it will be considered delivered when deposited in the U.S. mail, addressed to the Customer's last known address, or hand delivered to the Customer's home. Everfast may provide electronic or telephone notice to Customer, which is considered delivered when sent to the Customer's number or email address. Everfast may also provide some notices through the Everfast website. The law also allows Everfast in some cases to provide notice using any other reasonable written means at its sole discretion. If Customer gives notice to Everfast, it will be deemed received when received at the Everfast corporate address.