

Terms and Conditions

1. EFFECTIVE DATE, SERVICES, AND SERVICES TERM

(a) This Agreement is fully binding and enforceable as of the date it is signed by both parties ("Effective Date"). Nuvera reserves the right to change the following terms and conditions at any time, upon reasonable notice to the Customer.

(b) Nuvera agrees to provide to Customer and Customer agrees to procure from Nuvera, communication services as described on the front of this Agreement ("Services"). The Services Term commences upon installation of the Services by Nuvera ("Installation Date"). The Customer warrants that he/she either owns the residence at which the Service is being performed or if a tenant, he/she has obtained permission from his/her landlord for Nuvera to make whatever alterations to their residence that are necessary for the installation. In the event of failure to secure such permission, the Customer shall indemnify and hold harmless Nuvera from all claims and damages arising therefrom. Early termination charges may apply to services discontinued prior to the end of the agreement term.

2. RATES AND CHARGES

(a) Rates and charges are described in this Agreement and commence upon the Installation Date. Any monthly recurring charges ("MRC") will be billed in advance each month. Any non-recurring charges ("NRC") will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, such charges will be billed on the next invoice thereafter. Nuvera may adjust the rates and charges for the Services pursuant to applicable tariffs or price lists filed with the appropriate regulatory agencies and upon notice to Customer. Payments are due on the Payment Due By date set forth on the Nuvera invoice. Nuvera may assess a late fee of 1 1/2% per month (not to exceed the maximum rate allowed under state law) on all balances not paid when due. Nuvera has the option to suspend Services until payment is made. Termination of Services may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees, whether or not a suit is instituted.

(b) The Customer accepts responsibility for all Pay-Per-View charges incurred in areas where the service is available.

(c) Customer hereby authorizes Nuvera to conduct a credit search and agrees to provide Nuvera with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. This Agreement is subject to credit approval. Without waiving any right of termination or any other rights hereunder, Nuvera may require Customer to tender a deposit to guarantee payment hereunder. When Customer establishes acceptable credit history or upon termination of this Agreement, Nuvera will return the balance of the deposit, if any, to Customer along with interest as required by law.

3. EQUIPMENT

(a) All of the Equipment, devices and materials (collectively "the Equipment") supplied or installed at the premises by the Company, shall be and remain the sole property of the Company, unless specifically defined by the Company as Customer-owned. The Customer shall not remove any of the Equipment from the premises and shall not damage, alter or tamper with any of the Equipment. The Company is hereby expressly granted the right at reasonable times to enter the premises to inspect, service or remove the Equipment. If the Customer sells, vacates, rents or sublets the premises wherein the Equipment is located, the Customer shall notify the Company prior to any such change. In the event that the Service is discontinued by either party for any reason, the Customer shall be responsible for the return of the Equipment to the Company in the same condition as received, ordinary wear and tear accepted, within three (3) days of termination of Service.

(b) The Customer agrees that the value of each piece of the Equipment owned by the Company and placed in the Customer's premises is up to \$750.00. The Customer also agrees that the value of each remote control owned by the Company and placed in the Customer's premises is up to \$50.00. The Customer's failure to return any of the Equipment to the Company shall result in the Customer's liability to the Company for any and all damages to or loss of the Equipment, as determined by the Company, including but not limited to the full agreed upon value of the Equipment, plus any costs, including reasonable attorney's fees, to collect such amounts. The Company will bill the Customer for the Equipment upon the termination of Service. The Company, however, will reimburse the Customer for the Equipment if the undamaged Equipment is returned to the Company within ninety (90) days of the termination of Service. The Customer acknowledges that the Equipment has a limited useful life, and if the Customer fails to return any of the Equipment to the Company within ninety (90) days of the termination of Service, the Company need not accept the return of the Equipment and the Customer shall be liable for the cost of the equipment. Moreover, the Customer shall be liable to the Company for any and all damages to or loss of the Equipment, as determined by the Company, including, but not limited to, the full accepted value of the Equipment as provided herein, plus any costs, including reasonable attorney's fees, to collect such amounts.

(c) The Company shall not be responsible for the operation, maintenance, service or repair of the Customer's TV, DVD, VCR, PC, stereo, radio, computer, the Customer-owned wiring, or any other Customer-owned device or any other damage to the Customer's TV, DVD, VCR, PC, stereo, radio, computer, the Customer's wiring or any other Customer-owned equipment except due to the Company's negligence.

(d) The Company shall not be responsible for damage to property arising from the installation, maintenance or removal of the Equipment or the provision of the Services. Under no circumstances will the Company be liable for special or consequential damages.

(e) The Customer agrees to be responsible for any damage(s) to the Equipment caused by the Customer, as determined by the Company, and the Company may, at its option, access the Customer (i) either the agreed upon value or the replacement costs of any damaged Equipment; or (ii) the costs of repairing any damage, including parts and labor billed to the Customer at the current hourly labor charge or the current minimum charge.

4. COMPLIANCE WITH LAW

(a) The Customer is aware that any unauthorized reception of the Services and/or unauthorized use of property is unlawful and the Customer may be subject to penalties and damage to the extent permitted under applicable Federal, State, and Local laws, rules and regulations. Customer's use of the Services provided herein and any equipment associated therewith will not: (a) interfere with or impair service over Nuvera's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to Nuvera's assets or customers; (d) be used to frighten, abuse, torment or harass; (e) create hazards to Nuvera or its network; or (f) violate the provisions of Nuvera's Acceptable Use Policy found at www.nuvera.net. Nuvera may immediately suspend or terminate, without liability, the Services for any violation of these provisions. Nuvera reserves the right to revise the terms and provisions of its Acceptable Use Policy as it deems appropriate and this Agreement is subject to all revisions.

5. SERVICES AND FACILITY MAINTENANCE

(a) The Company will make reasonable efforts to have its service available at all times, but assumes no responsibility for interruptions beyond its reasonable control. The Company will use commercially reasonable efforts to maintain and repair its network and equipment to provide its service. The Company disclaims any responsibility for quality of service problems caused by your equipment or problems beyond the Company's network. We shall not be liable for any inconvenience, loss, liability or damage resulting from any interruption of the services caused by any circumstances beyond our control. Other than the Services provided herein, the Company makes no warranty, either expressed or implied, regarding the Service. All such warranties are expressly excluded. A Broadband Internet Service Disclosure document may be viewed at www.nuvera.net.

(b) Unless otherwise agreed, Customer will provide equipment compatible with the Services and Nuvera's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of Nuvera's network or facilities. Customer is responsible for the interface and operation of its facilities and/or equipment in accordance with this Agreement, all Rules and all Nuvera's guidelines and policies. Nuvera reserves the right to revise the terms and provisions of its guidelines and policies as it deems appropriate and this Agreement is subject to all revisions.

6. DISCLAIMER/LIMITED WARRANTY

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NUVERA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NUVERA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS.

7. LIMITED LIABILITY

NUVERA'S LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO NUVERA DURING THE TERM OF THIS AGREEMENT. IN NO EVENT WILL NUVERA BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. INDEMNIFICATION

Customer will indemnify, hold harmless, and defend Nuvera, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Customer's use, resale or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death negligently caused by Nuvera. The provisions of this Paragraph will survive the termination of Services hereunder.

9. GENERAL

The Customer may not transfer or assign this Agreement without the Company's prior consent. Such consent will not be unreasonably withheld. Nuvera is not responsible for the selection of files made by the customer for On-Line File Back Up service. The Company may send Internet maintenance notifications, eNewsletters, promotional offerings and other information to the Customer's Nuvera email address on file. Any controversy or claim arising out of or related to this Agreement shall be resolved by arbitration under current rules of the American Arbitration Association.

BY PURCHASING THE SERVICES ON THE SIGNED AGREEMENT, CUSTOMER AGREES TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.