

## **Genext, LLC - Legal Policies**

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# Internet Acceptable Use Policy

Updated: December 30, 2006

## ***Welcome***

Thank you for choosing Genext for your Internet service (the "Service") needs. Our goal is to provide you with the highest-quality Internet experience backed by exceptional customer service and a friendly and knowledgeable support team. This Acceptable Use Policy (the "AUP") was designed to protect our Service, our subscribers and the online community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service (the "User" or "you") must abide by this AUP, regardless of whether you are a subscriber to the Services or not. Your violation of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Genext account. This policy should be read in conjunction with our General Subscriber Agreement, Terms and Conditions, Privacy Policy, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. Please consult this document regularly to ensure that your activities conform to the most recent version.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DISCONTINUE USE OF THE SERVICES AND NOTIFY THE GENEXT CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

## ***Waiver of Responsibility***

ALL SERVICES PROVIDED BY GENEXT ARE ON AN "AS IS", "AS AVAILABLE" BASIS. GENEXT EXERCISES NO CONTROL, WHATSOEVER, OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS SERVICES. GENEXT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE IT IS PROVIDING. GENEXT DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GENEXT WILL NOT BE RESPONSIBLE FOR ANY DAMAGE YOU MAY SUFFER AS A RESULT OF SERVICES RENDERED OR NOT RENDERED. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON DELIVERIES, ERRONEOUS DELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY ITS OWN NEGLIGENCE OR CUSTOMER ERRORS OR OMISSIONS. USE OF ANY INFORMATION OBTAINED VIA GENEXT, IS AT THE CUSTOMER'S OWN RISK. GENEXT SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. FURTHERMORE, GENEXT DENIES ANY RESPONSIBILITY FOR DAMAGE TO CUSTOMER'S SYSTEM HARDWARE AND/OR SOFTWARE (INCLUDING LOSS OF ANY DATA) THAT MIGHT OCCUR AS A RESULT

OF ANY COMPUTER VIRUSES THAT MIGHT BE DOWNLOADED THROUGH MEANS OF ITS SERVICE OR THROUGH SOFTWARE DISTRIBUTED ON MAGNETIC OR OPTICAL MEDIA OR BY ANY OTHER MEANS.

## ***Privacy***

You are responsible for the security and privacy of your account, including but not limited to, passwords, email content, personal information used for e-commerce, on-line product registrations or on-line subscriptions of any type, file data, and any form of computer intrusion.

GENEXT CAN NOT GUARANTEE THE SECURITY, INTEGRITY OR PRIVACY OF ANY INFORMATION WHICH PASSES THROUGH ITS SERVICES, BUT WILL TAKE ALL REASONABLE STEPS TO SAFEGUARD YOUR PRIVACY AND ANY INFORMATION RELATING TO YOUR ACCOUNT.

An aspect of online privacy concerns the protection of 'customer identifiable' information. 'Customer identifiable' information means information which can be associated with a specific entity or individual, including, by way of example, your name, e-mail address, and information regarding on-line activities which can be directly linked to you or your account. Genext collects such information, for example, in the account set-up process in order to properly establish the account, render customer bills and to offer services.

Genext does not sell, trade, or disclose to third parties any customer identifiable information derived from the registration for or use of the services, without the consent of the customer, valid legal process (such as a subpoena, court order or search warrant), in connection with Genext company activities, or in the case of imminent physical harm to the customer or others.

Genext's servers may automatically gather information such as: time of call initiation, length of call, number called and server port connected. Genext does not use that information except in its aggregate.

Genext has implemented technology and security features as well as strict policies and guidelines to safeguard the privacy of customer identifiable information from unauthorized access or improper use. In our efforts to maintain and uphold the integrity of such features, policies and guidelines, Genext reviews such on an ongoing and regular basis.

## ***Prohibited Activities***

You may not use the Service to post or transmit any material that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

1. Take part in any deceptive acts or fraudulent activities including impersonating any person or entity or forging anyone else's digital or manual signature.
2. Invade another person's privacy, threaten, stalk, harass, harm or otherwise violate the rights of others.
3. Access or to attempt to gain access to anyone else's account.

4. Penetrate or attempt to penetrate Genext security measures or the security measures of another person's or entity's computer software or hardware or electronic communications or telecommunications system.
5. Post, transmit or disseminate content that is threatening, abusive, slanderous, or that incites hatred or is otherwise offensive or objectionable.
6. Restrict, inhibit or otherwise interfere with the ability of any other person to use the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot or other harmful feature.
7. Conduct, participate in or otherwise facilitate pyramid or other illegal solicitation schemes.
8. Collect or store personal data about other users.
9. Use an IP address that is not assigned to you.
10. Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.
11. To harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating or transmitting material that is unlawful, including but not limited to, child pornography or obscene or otherwise objectionable material.
12. Violate any other Genext policy or guideline.

### ***Intellectual Property Infringement***

You may not use the Service to post, copy, transmit or disseminate any content that infringes the patents, copyrights, trade secrets, trademarks or propriety rights of any party. Genext assumes no responsibility and you assume all risks regarding the determination of whether material is in the public domain or may otherwise be used by you for such purposes.

### ***Content***

You are responsible for the information that you publish on the web or other Internet services. It is your responsibility to ensure that the recipient of the content is appropriate and must take all necessary precautions to prevent minors from receiving inappropriate content. Genext reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in Genext's sole discretion, deems to be offensive, indecent, inappropriate or otherwise objectionable.

### ***Posting***

You are responsible and liable for all material that you upload, post, email, transmit or otherwise make available via the Service, including, without limitation, material that you post to any Genext Website or the Web site of a Genext affiliate or any third party vendor's service (e.g., newsgroups) that is used by Genext. Genext does not claim ownership of material you submit or make available for inclusion on the Service. However, with respect to material you submit or make available for inclusion on publicly accessible areas of the Service, you grant Genext a world-wide, royalty free and non-exclusive license(s) to: use your material in connection with Genext's businesses including, but not limited to, the rights to: copy, distribute, publicly perform, publicly display, transmit, publish your name in connection with the material, and to prepare derivative works. Compensation will not be paid with respect to the use of such material.

## ***Links***

In your use of the Service and/or Genext Web sites, you may come across various links that enable you to visit Web sites operated or owned by third parties ("Third Party Site(s)"). These links are provided to you as a convenience and are not under the control or ownership of Genext. The inclusion of any link to a Third Party Site is not (i) an endorsement by Genext of the Third Party Site, (ii) an acknowledgement of any affiliation with its operators or owners or (iii) a warranty of any type regarding any information or offer on the Third Party Site. Your use of any Third Party Site is governed by the various legal agreements and policies posted at that Web site.

## ***Monitoring and Removal of Content***

Genext is under no obligation to monitor its Services. However, Genext reserves the right, at all times and without notice, to remove, restrict access to or otherwise make unavailable, any content on its servers that it, in its sole discretion, considers to be obscene, lewd, excessively violent, harassing or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in Genext's possession about or related to you, your use of the Services or otherwise as Genext deems necessary to satisfy any applicable law, regulation, legal process or government request.

## ***Email***

Residential Email accounts may only be used for non-commercial purposes. Mass email distribution (Spam) or unsolicited commercial or residential emailing from Genext servers is prohibited. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violates this Policy or the acceptable use policy of any other Internet service provider. Additionally, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited. Violation of this policy may result in the immediate termination of service and forfeiture of any outstanding prepaid service payments at Genext's sole discretion.

You may not reference Genext, Genext.NET or any portion of the Genext network (e.g. by including "Organization: Genext" in the header or by listing an IP address that belongs to the Genext network in any unsolicited email even if that email is not sent through the Genext network. Forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Genext deletes them as part of its normal policies and procedures. There is no obligation for Genext to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

## ***No Spam***

Genext may immediately terminate any subscriber account that it deems, in its sole discretion, is transmitting or is otherwise connected with the transmission of any "spam" or other unsolicited bulk email. Additionally, if actual damages cannot be reasonably calculated, you agree to pay Genext liquidated damages in the amount of five dollars (U.S. \$5.00) for each piece of "spam" or unsolicited bulk email transmitted from or

otherwise connected with your account. You, otherwise, agree to pay Genext's actual damages; to the extent that such actual damages can be reasonably calculated. Genext reserves the right to block, reject or remove what it determines in its sole discretion to be "spam" or other unsolicited bulk email from the Service and Genext shall have no liability for blocking any email considered to be "spam."

## ***Software License***

Genext grants you a limited, nonexclusive, nontransferable, nonassignable authorization to install and use Genext's access software (including software from third party vendors that Genext distributes, hereinafter referred to as the "Licensed Software"), in order to access and use the Service. Genext may modify the Licensed Software at any time, for any reason and without providing notice of such modification to you. The Licensed Software constitutes confidential and proprietary information of Genext and Genext's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with Genext and its licensors. You agree to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to such software distributed by Genext in connection with the Service. You shall not translate, decompile, reverse engineer, distribute, remarket or otherwise dispose of the Licensed Software or any part thereof. You acknowledge that the Licensed Software and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Licensed Software, directly or indirectly, to any countries that are subject to United States export restrictions. Your right to use the Licensed Software terminates upon termination of this Agreement.

## ***Installation***

You acknowledge and agree that installation of the Service (including the Licensed Software) may require Genext personnel and/or its agents to open your computer. You further acknowledge and agree that installation and/or use of the Service (including the Licensed Software) may result in the modification of your computer's system files and that Genext may periodically update software in order to provide the Service. Genext neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of your computer. Genext shall have no liability whatsoever for any damage resulting from the installation and/or use of the Licensed Software or file modifications. Genext is not responsible for returning your computer to its original configuration prior to installation.

Genext or its agents may supply and install certain software and, if required, an extra Broadband Outlet, a Broadband Router and an Ethernet card for a fee determined by Genext. Genext shall use reasonable efforts to install the Service to full operational status, provided that your computer fulfills the minimum configuration requirements set forth herein. You may transfer the Licensed Software to additional computers within the home, but service and support for these additional machines is limited and/or may incur an additional fee. Unless offered by Genext as a service, you agree that Genext has no responsibility to provide service and support for in-home networks. If you intend to transfer the software, you must give Genext prior notice of such transfer.

## ***Adult at Home Policy***

Genext policy restricts our installers and technicians from entering your home to perform work unless a responsible adult is present. We realize that this may cause an inconvenience for some of our customers; however, we feel this policy is essential to protect and ensure the safety of you, our employees and our company.

## ***Commercial Use***

Unless expressly classified and charged as "Business" or "Commercial" service, the Service is intended for personal use of the Internet and may not be used for commercial purposes.

You agree not to use the Service for operation as an Internet service provider, web hosting provider, mail hosting provider, game hosting provider, data storage provider or for any other resale business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access.

If business-class or commercial Internet access service is provided to you, it is being provided solely for use in your business; any unauthorized access by a third party to e-mail, Internet access or any other function of the Service is in violation of this Policy.

You agree that you will not resell, redistribute or allow others to resell or redistribute access to the Service in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP and Telnet access.

Genext reserves the right to disconnect or reclassify the Service for failure to comply with any portion of this provision or Policy.

Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of your Service.

**End Users** – You are responsible for ensuring that all end users of the Service comply with this Policy. Genext may disconnect Service if an end user violates this Policy. You must make contact information available and must respond in a timely manner to any complaints. Genext shall consider any complaints regarding end users associated with your account to apply to you. You are responsible for any and all e-mail addresses associated with your account.

You are also responsible for any misuse of the Services. Therefore, you must take all necessary steps to ensure that others do not gain unauthorized access to the Service. You are solely responsible for the security of (i) any device you choose to connect to the Service, including data stored or shared on that device and (ii) any access point to the Service.

If you sell or resell advertising or web space to a third party, then you will be responsible for the content of such advertising or on such web space and the actions of such third party.

## ***Computer and Equipment Requirements***

Upon installation of Service, your computer must comply with Genext's current computer configuration requirements, available at <http://www.genext.net/>. Minimum configuration requirements may change. Genext will make all reasonable efforts to support previously acceptable configurations; however, Genext is in no way obligated to provide such support.

## ***Dialup Connections***

You may not use any device or program that causes the connection to remain established (forced) during your absence from direct interactive operation of the computer or other network connection device. You may stay connected as long as you are interacting with the connecting device, forced connections, however, are not permitted.

Genext reserves the right to disconnect any dial-up connection that has been on-line for more than eight (8) hours of continuous use, when it appears that a connection is forced or unattended, for required maintenance purposes or for any other reason Genext determines appropriate and/or necessary.

Genext also reserves the right to disconnect you if you exceed the number of simultaneous connections that you are permitted. Genext also reserves the right, at its discretion, to suspend your dial-up privilege upon repeated violations of the above rules or terminate your service without reimbursement.

IT IS THE RESPONSIBILITY OF THE CUSTOMER TO VERIFY THAT THE PHONE NUMBER GIVEN FOR DIAL-UP ACCESS IS AN EXCHANGE LOCAL TO THE CUSTOMER. GENEXT ASSUMES NO LIABILITY FOR TOLL CHARGES THAT THE CUSTOMER MAY ACCRUE AS A RESULT OF DIALING AN ACCESS NUMBER OUTSIDE THE CUSTOMER'S LOCAL CALLING AREA.

## ***Servers***

If you are a Residential Customer, you may not operate or allow others to operate, servers of any type or any other device, equipment and/or software providing server-like functionality in connection with the Service, unless explicitly authorized by Genext.

## ***Misuse of Service***

You are responsible for any misuse of the Service that occurs through your account. You must take all steps necessary to ensure that others do not gain unauthorized access or misuse the Service.

## ***Hacking/Attempted Unauthorized Access***

You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access or probing the security of other networks or computers for any reason. Use or

distribution of tools designed to compromise security, such as password guessing programs, cracking tools, packet sniffers and network probing tools are prohibited.

## ***Security***

You are solely responsible for the security of any device connected to the Service, including any data stored on that device. Genext recommends that you take all appropriate security precautions for any systems connected to the Service. You are responsible for securing any wireless (WiFi) networks connected to your Genext service. Any wireless network installed by the customer or a Genext representative that is unsecured or "open" and connected to the Genext network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth in this Policy.

## ***Disruption of Service***

You may not disrupt the Service in any manner. Nor shall you interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

## ***Viruses, Trojan Horses, Worms and Denial of Service Attacks***

Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features.

## ***Bandwidth, Data Storage and Other Limitations***

Genext offers various packages of Service with varying speeds and features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage, electronic mail and other Limitations of Service that correspond with the package of Service you chose. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit or degrade any other user's use of the Service, nor represent, in Genext's sole judgment, an unusually large burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Genext's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth, as determined by Genext, Genext may terminate, suspend or require you to upgrade the Service and pay additional fees.

## ***Conflict***

In the event of a conflict between the General Subscriber Agreement and this Policy, the terms of the General Subscriber Agreement will prevail.

### ***How to Contact Genext***

For any questions regarding this AUP, complaints of violations or cancellation notices, please contact Genext at one of the following:

**Genext, LLC  
PO Box 5389  
Wenatchee, WA 98807**

**509.884.7791 p  
509.886.5100 f  
relations@genext.net**

# Television Subscriber Agreement

Updated: December 30, 2006

## ***Welcome***

Thank you for choosing Genext and its local affiliates and/or distribution partners (collectively "Genext") for your Television service (the "Service") needs. Our goal is to provide you with the highest-quality entertainment experience backed by exceptional customer service and a friendly and knowledgeable support team.

This Television Subscriber Agreement (the "TSA") was designed to protect our Service, our subscribers and the community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service (the "User" or "you") must abide by this TSA, regardless of whether you are a subscriber to the Services or not. Your violation of this Agreement may result in the immediate suspension or termination of either your access to the Service and/or your Genext account. This Agreement should be read in conjunction with our General Subscriber Agreement, Terms and Conditions, Privacy Policy, and other applicable documents.

By using the Service, you agree to abide by and require others using the Service via your account to abide by the terms of this Agreement. You should consult this document regularly to ensure that your activities conform to the most recent version.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DISCONTINUE USE OF THE SERVICES AND NOTIFY THE GENEXT CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

## ***Maintenance***

Genext uses carrier grade electronic equipment and skilled workmanship to provide our customers with reliable service and high quality picture and sound. In an effort to continue to provide this high level of service, technicians must periodically test and occasionally repair equipment throughout the system. Repair may cause a temporary loss of your TV Service and Genext will perform its best efforts to notify you of any scheduled maintenance. If your TV Service is not working properly, please contact us to be made aware of any maintenance outages. If the problem is not due to maintenance, we should know quickly if there is a problem. In either case, we will work as efficiently as possible to restore service.

## ***Sports Blackouts***

The FCC requires, from time to time, for Genext to "blackout" the signal importation of certain programs. We regret the inconvenience these mandated blackouts might cause.

## ***Adult at Home Policy***

Genext policy restricts our installers and technicians from entering your home to perform work unless a responsible adult is present. We realize that this may cause an inconvenience for some of our customers; however, we feel this policy is essential to protect and ensure the safety of you, our employees and our company.

## ***Equipment***

Genext will repair and/or replace the equipment we use to provide your TV service at no charge. If you are experiencing problems, contact Customer Service to schedule a service call. Genext does not repair personal equipment such as VCR's and televisions and is only responsible for bringing service to the input of such equipment.

The equipment we provide to you is and shall remain property of Genext and must be returned to Genext if service is discontinued for any reason or if Genext deems it necessary to exchange such equipment. Failure to return equipment or damage of equipment may result in a charge against your account. Genext, at its sole discretion, will replace or repair equipment at no charge in the event of failure due to normal use.

## ***Home Wiring***

You have options in regards to the home wiring located within your residence that is used to provide cable television service. Home wiring is the cable which runs from your television to a point just outside your residence. Home wiring includes extra outlets, splitters, connections and fittings or wall plates attached to the cable but does not include terminal devices such as converters, descramblers, A/B switches, parental lockout devices and security devices.

Pursuant to FCC regulations, you are afforded the option to acquire the home wiring within your home upon termination of cable service. However, even prior to termination of cable service, customers can remove, replace, rearrange, repair or maintain any cable wiring located within the interior space of their residence as long as these actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your inside wiring in a way that may cause a violation of government regulations or that impairs the integrity of the local cable system, such as creating signal leakage. In addition, you may not attach devices or equipment to the wiring that result in a degradation of signal quality to you or your neighbors.

If you choose to have Genext remove, replace, rearrange or maintain the wiring inside your home, you will be charged our regular hourly service charge on a per-visit basis. Genext is not responsible for problems relating to the operation of customer-owned consumer electronic equipment such as televisions, VCRs, home antennas, etc., which may be connected to the inside wiring in your home. We are, however, responsible for problems relating to any equipment that you lease from us, other than problems caused by tampering, neglect, misuse or abuse.

You also have the option of removing, repairing, rearranging or maintaining the inside wiring yourself or hiring an alternate contractor to do the work for you. It is important that high quality home wiring materials be used and that these materials be properly installed as to avoid signal leakage and to maintain signal quality in compliance with FCC

technical regulations. If improper materials or installation causes signal degradation and/or leakage, we may be required under federal law to terminate your cable service until such time that the problem can be remedied.

### ***Programming***

You acknowledge that Genext may, at any time, and at its sole discretion, modify its channel lineup and/or pre-empt specific programs or parts of programs previously advertised as available. Genext also reserves the right to alter its fee structure upon notice to you. You may immediately terminate service upon notice to Genext.

You may not rebroadcast, transmit, record, perform or charge admission to view or listen to any of the programming made available by the Services unless you obtain and pay for all applicable public performance licenses.

### ***Commercial Use***

Unless specifically classified and charged as "Business" or "Commercial" service, the Service is designed for personal use of the Service and may not be used for commercial purposes. You agree not to use the Service in any type of commercial establishment or to charge a fee, admission or cover charge at a location that receives the Service.

Genext reserves the right to disconnect or reclassify the Service for failure to comply with any portion of this provision or this Policy.

Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of your Service.

### ***Misuse of Service***

You are responsible for any misuse of the Service that occurs via your account. You must therefore take all necessary steps to ensure that others do not gain unauthorized access or misuse the Service.

### ***Conflict***

In the event of a conflict between the General Subscriber Agreement and this Policy, the terms of the General Subscriber Agreement will prevail.

### ***How to Contact Genext***

For any questions regarding this Policy, complaints of violations, or cancellation notices, please contact Genext at one of the following:

**Genext, LLC**  
**PO Box 5389**  
**Wenatchee, WA 98807**

**509.884.7791 p**  
**509.886.5100 f**  
**relations@genext.net**

# Voice Subscriber Agreement

Updated: December 30, 2006

## **Welcome**

Thank you for choosing Genext and its suppliers, partners and/or affiliates (collectively "Genext") for your Voice service (the "Service") needs. Our goal is to provide you with the highest-quality service backed by exceptional customer service and a friendly and knowledgeable support team.

PLEASE READ THIS CAREFULLY. This Voice Subscriber Agreement (the "VSA") was designed to protect you and other Users of the Service. It includes important 911 and Emergency Service Limitation Disclosures and Agreements. In addition, the VSA protects our Service, our subscribers and the community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service.

All users of the Service (the "User" or "you") must abide by this VSA, regardless of whether you are a subscriber to the Services or not. Your violation of this Agreement may result in the immediate suspension or termination of either your access to the Service and/or your Genext account. This Agreement should be read in conjunction with our General Subscriber Agreement, Terms and Conditions, Privacy Policy, and other applicable documents.

By using the Service, you agree to abide by and require others using the Service via your account to abide by the terms of this Agreement. You should consult this document regularly to ensure that your activities conform to the most recent version.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DISCONTINUE USE OF THE SERVICES AND NOTIFY THE GENEXT CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

## **Digital Voice (VoIP)**

Digital Voice is voice service that travels over your Internet connection, also known as "VoIP" (Voice Over Internet Protocol). VoIP 911 or E-911 and Alarm Monitoring Services function differently than traditional phone services. PLEASE READ THE THE FOLLOWING.

## **Services and Features**

You acknowledge that Genext may, at any time, and at its sole discretion, modify its features and services previously advertised as available. Genext also reserves the right to alter its fee structure upon notice to you. You may immediately terminate service upon notice to Genext.

## ***Emergency Services – 911 Dialing***

### **Genext 911 Dialing Is Different Than Traditional 911 Service**

Most of our customers (other than customers using WiFi , Genext V-Phone, Softphone or other portable Device) have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive, capture or retain your telephone number and address have basic 911 or limited E911. With basic 911 or limited E911, the local emergency operator answering the call may not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customers' information, Genext will automatically upgrade customers with basic 911 to E911 service. Genext will not give you notice of the upgrade.

Certain customers do not have access to either basic 911 or E911. If you don't have access to basic 911 or E911, your 911 call will be sent to the Genext national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help. Examples of situations where 911 calls will be sent to the Genext national emergency call center include when there is a problem validating a customer's address, the customer is identified with an international location, or the customer is located in an area that is not covered by the landline 911 network. In addition, if you use certain portable Devices, your 911 calls will be routed to the Genext national emergency call center. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to the Genext national emergency call center.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

### **Notify All Users**

You should inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of Genext 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device that you purchase will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at the phone number listed below.

## Registration of Physical Location Required

For each phone number that you use for the Service, you must register with Genext the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the "911" registration link on your Genext web account dashboard features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service. Regardless of what address you register for a portable device (e.g., WiFi, Genext V-Phone or SoftPhone), emergency calls you make from these devices will be routed to the Genext national emergency response center.

## Confirmation of Activation Required

Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

## Service Outages

**(a) Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

**(b) Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service.** Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

**(c) Service Outage Due to Disconnection of Your Genext Account.** Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.

**(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that Genext is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment

of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

**(e) Other Service Outages.** If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

### **Re-Activation Required if You Change Your Number or Add or Port New Numbers**

911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

### **Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls**

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

### **Disclaimer of Liability and Indemnification**

WE DO NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING OUR 911 DIALING SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. WE DISCLAIM ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. WE RELY ON THIRD PARTIES TO ASSIST US IN ROUTING 911 DIALING CALLS TO LOCAL EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER GENEXT NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS GENEXT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING, INCORRECTLY ROUTED 911 DIALING CALLS, AND/OR THE INABILITY OF ANY USER OF THE SERVICE TO BE ABLE TO USE 911 DIALING OR ACCESS EMERGENCY SERVICE PERSONNEL.

## **Alternate 911 Arrangements**

If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

## **Service**

### **Monthly Term**

Service is offered on a monthly basis for a term that begins on the date that Genext activates your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis unless you give us written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to disconnect Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable.

### **Ten Day Cancellation Policy**

You will also be responsible for the next full month's charges in the event that you do not provide the requisite ten-day notice of disconnection prior to the expiration of the then-current term. Expiration of the term or disconnection of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement. Notwithstanding the foregoing, Genext charges a disconnection fee of \$25.00 per line.

### **Other Term Commitments**

If you accept an equipment upgrade or other promotion, such as a free month of service, a rebate or other incentive, there may be a term commitment associated with the benefit you accepted. Your term begins the date you activate the new equipment or accept the promotion and ends on the last day of the commitment period. The commitment period will be disclosed as part of the promotion. If you disconnect service prior to the end of the commitment period, you agree to pay Genext a recovery fee for the promotion and/or promotion you accepted. Recovery fees are cumulative and in addition to any other charges or fees you may owe Genext and any fees or charges the Genext requires upon disconnection of service, such as those described below. Each recovery fee is an amount equal to the difference between the price you paid and the regular price of the good or service at the time you accepted the equipment or promotion.

### **Residential Use of Service and Device**

If you subscribe to Genext's residential services, the Service and the Device are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher

rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

### **bVoice™ and Genext nPBX™**

Use of Service and Device. If you subscribe to Genext's bVoice™ services or Genext nPBX™, the Service and Device are provided to you as a small business user or business traveler. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal small business or business travel usage patterns, or that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

### **Prohibited Uses**

#### ***Unlawful***

You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Genext will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

#### ***Inappropriate Conduct***

You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and

prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Genext will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, Genext reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

### ***Use of Service and Device by Customers Outside the United States.***

Although we encourage you to use the Service to place calls to foreign countries from within the United States and to use the Service as you travel, Genext offers and supports services only in the United States and certain other countries. Genext Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within a Genext service area, and/or your ISP places restrictions on the usage of VoIP services, Genext does not represent or warrant that use of the Service by you is permitted by such other jurisdiction or by any or all the ISPs. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. We reserve the right to disconnect your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device in violation of laws of jurisdictions outside of Genext service areas.

### **Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.**

#### ***Copyright; Trademark***

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

#### ***Unauthorized Usage of Device; Firmware or Software***

You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer

or otherwise attempt to derive the source code from the binary code of the firmware or software.

### ***Tampering with the Device or Service***

You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

### ***Theft of Service.***

You shall not use the Service in a manner calculated to avoid Genext policies and procedures. You shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. Genext reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

### ***Number Transfer on Service Disconnection***

Upon the disconnection of your Service, we may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

- Such new service provider is able to accept such number;
- Your account has been properly disconnected;
- Your account is completely current, including payment for all charges and applicable Disconnection fees; and
- You request the transfer upon disconnecting your account.

### ***Service Distinctions***

The Service is not a telecommunications service and we provide it on a best efforts basis. Things beyond our control may affect the Service, such as power outages, fluctuations in the internet, your underlying broadband service. Other things may affect Service, such as maintenance. Genext will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between

telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

### **Ownership and Risk of Loss.**

You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

### **No 0+ or Operator Assisted Calling; May Not Support x11 Calling**

The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

### **No Directory Listing**

The phone numbers you obtain from us will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

### **Incompatibility With Other Services**

**(a) Home Security Systems.** The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

**(b) Certain Broadband, Cable Modem, and Other Services.** You acknowledge that the Service presently is not compatible with AOL cable broadband service, certain versions of TiVO, and there may be other services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

### ***Charges, Payments, Billing and Taxes***

#### **Voice Billing**

When the service is activated, you must provide us with a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. If your payment method expires, you close your account, your billing address changes, or your payment method is cancelled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed

monthly in arrears, and any other charges which we decide to bill in arrears) to your payment method, including, but not limited to: activation fees; monthly Service fees; usage charges; international usage charges; advanced feature charges; premium services/Add-Ons, equipment purchases; regulatory recovery fee; Emergency 911 Cost Recovery; 911 fees; Federal Universal Service Fee; federal, state and/or local taxes; disconnection fees; and shipping and handling charges.

The amount of such fees and charges shall be published on our website and may change from time to time. Genext may introduce new products and services at special introductory pricing. Introductory pricing may change at Genext's discretion. Notification of monthly invoices will be sent to you via your email address on file with us. We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$50. Genext bills usage charges in full minute increments that are rounded up to the next full minute unless otherwise set forth in the rate schedules found on our website. Genext bills fractional usage charges in full cents that are rounded up when the value is \$.005 or more and down when the value is less than \$.005, unless otherwise set forth in the rate schedules found on our website.

**The above fees are defined as follows:**

**Activation Fee** - This fee covers charges for setting up your account and activating you on our system.

**Monthly Service Fee** - This is the basic charge associated with your service. This fee includes the calling charges defined by your plan, the features associated with your plan and basic account services.

**Usage Charges** - If you exceed the number of calling minutes on your plan, Genext will bill you for the minutes you use above your allowance. Genext also bills for calls to directory assistance and other information services.

**International Usage Charges** - These are the fees associated with calls to locations outside of the US, Canada and Puerto Rico. However, if you are on an unlimited calling plan, Genext will not charge you for calls to France, Ireland, Italy, Spain and the UK that terminate to another Genext line or a landline telephone.

**Advanced Features, Add-Ons, Premium Services** - Genext charges additional fees for enhanced features, add-ons, and other added products and services.

**Equipment Purchases** - In most instances, you will pay for equipment associated with your Genext service with your payment method. However, there may be occasions when Genext will offer you the option to bill equipment to your account.

**Regulatory Recovery Fee** - A regulatory recovery surcharge applies to each phone number. Genext uses this fee to pay our regulatory-related fees and expenses, including taxes, number portability charges, and related legal fees.

**Emergency 911 Cost Recovery Fee applies to each line of service.** This fee is used to recover costs directly associated with developing, implementing and maintaining a nationwide E911 in compliance with FCC regulations, Genext 911 dialing and the Genext national 911 emergency call center.

**Taxes** - Genext is required to bill and collect local, state and federal taxes imposed on Genext customers by the various taxing authorities. Genext passes all taxes it collects on to the appropriate taxing authority.

**911 Fees** - State and/or local governments may assess fees on Genext to pay for emergency services in your community. Genext bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. Genext is committed to supporting public safety services and resources in your State. For more information, and to learn more about the fees collected in your community for emergency services, contact your state or local elected official.

**Federal Universal Service Fee** is a monthly charge that recovers the contributions that Genext, as a VoIP provider, must make to the federal Universal Service Fund (USF). This fund supports the telecommunications needs of low-income households, schools, libraries, rural hospitals, and consumers living in high-cost service areas. This fee is applied to Customer's interstate and international charges at the same rate applicable to Genext's USF contributions.

### **Disconnection; Discontinuance of Service**

We reserve the right to suspend or discontinue the Service generally, or to disconnect your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or disconnect your Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If your Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the disconnection fee, if applicable, all of which will immediately become due and payable. Genext will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

### **Taxes**

State and local governments may assess taxes, surcharges and/or fees on your use of Genext service. These charges may be a flat fee or a percentage of your Genext charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your payment method as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

### **Disconnection Fee**

You will be charged a disconnection fee of \$25.00 per voice line if your Service is disconnected for any reason after the Free Trial period.

## **Charges for Directory Calls (411)**

We will charge you \$1.99 for each call made to Genext directory assistance.

## ***Limitation of Liability; Indemnification; Warranties***

### **Limitation of Liability**

We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- An act or omission of an underlying carrier, service provider, vendor or other third party;
- Equipment, network or facility failure;
- Equipment, network or facility upgrade or modification;
- Force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- Equipment, network or facility shortage;
- Equipment or facility relocation;
- Service, equipment, network or facility failure caused by the loss of power to you;
- Outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
- Any act or omission by you or any person using the Service or Device provided to you; or
- Any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

**OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.**

### **Disclaimer of Liability for Damages**

IN NO EVENT WILL GENEXT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND

ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

**ADDITIONAL LIMITATIONS OF LIABILITY ARE INCORPORATED IN THE GENERAL SUBSCRIBER AGREEMENT AND THE TERMS AND CONDITIONS.**

## **Indemnification and Survival**

### ***Indemnification***

You shall defend, indemnify, and hold harmless Genext, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Device.

### ***Survival***

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

### **No Warranties on Service.**

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER GENEXT NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF GENEXT'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY GENEXT OR GENEXT'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

## ***Device Warranties***

### **Limited Warranty**

Except as set forth herein, if you received a Device from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

### **No Warranty**

IF A LIMITED WARRANTY DID NOT COME WITH YOUR DEVICE, YOU ARE ACCEPTING THE DEVICE "AS IS". YOUR DEVICE IS NOT ELIGIBLE FOR REPLACEMENT, REPAIR OR REFUND AFTER THE FREE TRIAL PERIOD.

### **Retail Customer Limited Warranty**

For Retail Customers only, we will provide a limited warranty on the Device as to manufacturing defects only for a period of ninety (90) days from the date of purchase. This Retail Customer limited warranty does not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, does not apply to any defect caused by damage in transit, retailer handling or Retail Customer handling. A Retail Customer's sole remedy for any breach of this Retail Customer limited warranty is to obtain a repaired or replacement Device, Retail Customer must include with the returned Device a letter stating that the Retail Customer is returning the Device for warranty repair or replacement and stating the nature of the defect. The Retail Customer limited warranty will also apply in lieu of the limited warranty included with the Device if such included limited warranty is less favorable to Retail Customer than that contained herein.

### **Disclaimer**

OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

### ***Maintenance***

Genext uses carrier grade electronic equipment and skilled workmanship to provide our customers with reliable service. In an effort to continue to provide this high level of service, technicians must periodically test and occasionally repair equipment throughout the system. Repair may cause a temporary loss of your Service and Genext will perform

its best efforts to notify you of any scheduled maintenance. If your Service is not working properly, please contact us to be made aware of any maintenance outages. If the problem is not due to maintenance, we should know quickly if there is a problem. In either case, we will work as efficiently as possible to restore service.

### ***Home Wiring***

You have options in regards to the home wiring located within your residence that is used to provide service. Home wiring is the wire which runs from your phone outlet to a point just outside your residence. Home wiring includes extra outlets, splitters, connections and fittings or wall plates attached to the wire but does not include terminal devices such as Routers, Hardware Firewalls, ATA Devices etc.

Customers can remove, replace, rearrange, repair or maintain any wiring located within the interior space of their residence as long as these actions do not interfere with our ability to meet technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your inside wiring in a way that may cause a violation of government regulations or that impairs the integrity of the service.

If you choose to have Genext remove, replace, rearrange or maintain the wiring inside your home, you will be charged our regular hourly service charge on a per-visit basis. Genext is not responsible for problems relating to the operation of customer-owned consumer electronic equipment such as telephones, answering machines, fax machines, dial-up modems, etc., which may be connected to the inside wiring in your home. We are, however, responsible for problems relating to any equipment that you lease from us, other than problems caused by tampering, neglect, misuse or abuse.

You also have the option of removing, repairing, rearranging or maintaining the inside wiring yourself or hiring an alternate contractor to do the work for you. It is important that high quality home wiring materials be used and that these materials be properly installed as to assure compliance with technical regulations and requirements.

### ***Adult at Home Policy***

Genext policy restricts our installers and technicians from entering your home to perform work unless a responsible adult is present. We realize that this may cause an inconvenience for some of our customers; however, we feel this policy is essential to protect and ensure the safety of you, our employees and our company.

### ***No Third Party Beneficiaries***

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

### ***Content***

You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your

Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

### ***Governing Law***

The Agreement and the relationship between you and us are governed by the laws of the State of Washington, County of Chelan without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with this Agreement, you shall submit to the personal and exclusive jurisdiction of the courts located within the State of Washington, County of Chelan and waive any objection as to venue or inconvenient forum.

### ***Mandatory Arbitration and No Jury Trial***

Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Wenatchee, Washington. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration.

THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, WASHINGTON.

No Waiver of Rights. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

### ***Severability***

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

## ***Future Changes to This Agreement***

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on [www.Genext.com](http://www.Genext.com). Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

## ***Voice Privacy***

Genext Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Genext is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy for additional information.

## ***Conflict***

In the event of a conflict between the General Subscriber Agreement and this Policy, the terms of the Voice Subscriber Agreement shall prevail.

## ***Entire Agreement***

This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and Genext and govern the use of the Service by you, members of your household, guests and employees. This Agreement supersedes any prior agreements between you and Genext and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

## ***How to Contact Genext***

For any questions regarding this Policy, complaints of violations, or cancellation notices, please contact Genext at one of the following:

**Genext, LLC**  
**PO Box 5389**  
**Wenatchee, WA 98807**

**509.884.7791 p**  
**509.886.5100 f**  
**[relations@genext.net](mailto:relations@genext.net)**

# **General Subscriber Agreement**

Updated: December 30, 2006

## ***Welcome***

This Agreement (the "Agreement") sets forth the terms and conditions under which Genext, together with any Genext affiliate and/or distribution partner (collectively, "Genext"), agrees to provide Genext Internet, Television, Voice and/or Interactive service(s) (hereinafter the "Service") to you. All users of the Service (the "User" or "you") must abide by this Agreement, regardless of whether you are a subscriber to the Services or not. By completing the registration and/or using the Service, you (i) agree to abide by and require others using the Service via your account to abide by the terms of this Agreement and (ii) represent and warrant that you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service and must return the installation software, equipment and all associated materials to Genext. This Agreement takes effect on the date on which you accept this Agreement and continues until your subscription is terminated.

Genext reserves the right to modify the terms of this Agreement or prices for the Service and may discontinue or revise any or all other aspects of the Service, at its sole discretion, at any time, by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Genext. This Agreement should be read in conjunction with our Acceptable Use Policy, ("AUP"), Television Subscriber Agreement ("TSA"), Voice Subscriber Agreement ("VSA") Online Privacy Policy, and other applicable documents.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DISCONTINUE USE OF THE SERVICES AND NOTIFY THE GENEXT CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

## ***Your Subscription***

Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another individual accessing your Service. You agree to contact Genext immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information.

## ***Genext Owned Equipment***

You will not remove any Genext owned equipment (the "Equipment") from the Premises or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected by the Genext installer. Genext may relocate the Equipment for you

within the Premises at your request for an additional charge. If you relocate to a new address, this Agreement shall automatically terminate and you will be required to enter into a new Agreement and may be charged a new installation fee to initiate Service. You will not connect any equipment, other than equipment authorized by Genext, to the Service outlet. You understand that failure to comply with this restriction may cause damage to the Genext network and subject you to liability for damages and/or criminal prosecution. You may not alter, modify or tamper with the Equipment or the Service or permit any other person to do the same that is not authorized by Genext.

### ***Installation***

You authorize Genext personnel and/or its agents to enter upon the service address property at mutually agreed upon times in order to install and inspect the Service and maintain, audit, repair, replace, move or remove Equipment. If you are not the owner of the Premises upon which the Service is to be installed, you represent and warrant that you have obtained the consent of the owner of the Premises for Genext personnel and/or its agents to enter the Premises for the purposes described above. You shall indemnify and hold Genext harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

### ***Technical Support***

Genext may provide technical assistance for software and hardware sold and supported by Genext. This may include the installation and setup of any program or hardware purchased or leased through Genext necessary to access its Service. It is, however, your ultimate responsibility to work with the manufacturer of its software, operating system and hardware to resolve any installation or operation problems. Genext will assist you when and where possible, but makes no warranties or guarantees that technical assistance will be provided. Contact us for more information on supported products.

### ***General Payment Terms***

You agree to be responsible for any and all charges, damages and costs that you or anyone using your Genext account incurs. You agree to pay all monthly fees and installation charges including, but not limited to, applicable taxes, customer service fees, late fees and door collection fees. Monthly fees will be billed one month in advance. If payment is not received by the due date, late fees and/or collection charges may be assessed and the Service may be terminated as outlined below.

You may incur charges, including, without limitation, relating to the purchase of services, such as service activation fees, long-distance, business class services, pay-per-view or access to certain gaming sites in addition to standard monthly service rates. All such charges, including all applicable taxes, are your responsibility.

### ***Billing and Payments***

Billing for service is in advance of the following term. Payment of invoices may be by cash, check, money order or credit card, but not Debit Cards. Genext will not be held responsible for bank overdrafts in cases where you elect to use a Debit Card in lieu of a Credit Card. If payment is made by cash or check, payment is due upon transmission of electronic invoice, hardcopy invoice, statement or phone notification.

Payments by credit card shall be renewed automatically unless you notify Genext that you wish to terminate the service or change to one of Genext's other payment plans.

All payments for service are for the full term of the service whether or not the customer uses the service during that term.

Payments not received by the 5th day of the month are subject to a \$10.00 Late Payment Fee for each billing product. Accounts are considered in default if payment is not received within thirty (30) days after the expiration of the previous term. Once the account goes into default, late fees (\$10.00 per month) and/or Finance Charges (18% APR or 1.5% Monthly) may be instated and all services will be suspended.

### ***Late Notices***

Late notices are sent via email (first notice) and/or USPS (second and final notices) on or around the 5th of each month. Accounts that have not arranged for or made payment by the 20th of the month, will be Suspended at the end of the month. Accounts due to be Suspended are removed from the billing cycle and fees will be assessed to reconnect service.

If you do not subscribe to Genext Internet Service, late notice will be sent via USPS.

### ***Re-Establishing Service***

If payment is received following the next months billing date, service will not be re-instated without written order or by speaking directly with an account representative. Re-connection orders will not be accepted via email or voicemail.

If you wish to restore your service, all outstanding payments must be made and a fee of \$20.00 may be assessed to re-establish the service. The re-establish fee may be waived at Genext's sole discretion, if you choose to enroll in Genext's Auto-payment service.

### ***Past Due Accounts***

Genext performs good faith in resolving past due accounts often giving its customers the benefit of the doubt. In good faith we may choose to NOT terminate your Service while waiting for payment.

It is the customer's responsibility to make immediate payment arrangements. If payment is not received within 30 days from date of default, Genext will perform collection through Small Claims or a local circuit court. Genext may also elect to arbitrate through the Better Business Bureau. In many instances, your account may be referred to a collection agency. If a claim cannot be resolved in a reasonable manner and the claim is presented to either a collection agency or Small Claims court, then you will be responsible to pay all costs of collection, reasonable attorney fees and court costs, if necessary.

### ***Theft of Service***

Any access or usage of any Service or service component requires payment for Service. Use of Service without payment is considered theft of Service in all circumstances. Unsuccessful collection attempts will be referred to the authorities for criminal prosecution.

## ***Customer Initiated Cancellation of Service***

You may cancel your Service with Genext at any time and are entitled to a refund of payment under the following rules. Cancellations can only be made by the person whose name appears on your Genext account records (the person who established the account) or his/her legal representative.

- No requests for cancellations will be accepted through voice mail or electronic mail. Requests will only be accepted through direct telephone communication with authorized Genext personnel or through your written request sent via USPS.
- No partial month or pro-rated refunds will be made. (Example: If termination is requested with 2 months and 3 weeks of service remaining on the term, only two months of service will be refunded).
- If you received a rate discount for long term service and cancel before that term expires, the discounted rate will be invalidated and your charged rate will revert to the standard month-to-month rate in effect at the time of account initiation. In this case, your refund will consist of the difference between your term payment and the number of months of use times the effective month-to-month rate.
- If you terminate service after payment has been rendered (credit card charged or check deposited) and prior to that term's expiration, you may be assessed a \$10.00 fee for refund processing costs. This fee will be subtracted from any refund due.
- Customers paying on a monthly basis will receive no refund, instead, service will be continued until the next scheduled payment date, at which time your account will be automatically terminated.
- Any promotion for free service offered for long term accounts will be null and void if the service is canceled before the term expires. In essence, any free service used for promotion is applied at the end of the term, not the beginning.
- If an Early Termination Fee has been agreed to as a condition of providing or discounting a Service and/or Installation, you will be obligated to pay the rate in effect at the time the Service was provisioned and/or the Installation was performed or such other amount as has been agreed to in writing.
- If you have entered into a bVoice®, nPBX®, SuperPipe™, Transport, Dedicated or other Connection Agreement with a Minimum Term, such Minimum Term shall also apply to the Internet, Video and/or Voice portion of the Service and remain in full force and effect for the said Term.
- Dormancy Fee: Any account that is canceled and carries a credit balance of \$15.00 or less for more than 60-days shall be considered "Dormant". Dormant Accounts are subject to an Account Dormancy Fee of up to \$2.50 per month.

## ***Termination and Surviving Obligations***

Either party may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours written notice of such termination. In the event of termination by you, you must notify Genext by telephone or by a non-electronic written submission. Email submissions shall not constitute effective notice. In the event of termination by Genext, Genext may notify you of such termination by electronic or other means.

You agree that upon termination of this Agreement: (i) You will pay Genext in full for your use of any Equipment and Service up to the later of the effective termination date of this Agreement or the date in which the Service and any Equipment have been disconnected

and returned to Genext. You agree to pay Genext on a full month basis for any use of any Equipment or Services for any portion of a month. You also agree to pay any late fees, collection fees, finance charges and reasonable attorney's fees on past-due accounts up until such time as the past-due balance has been paid in full. (ii) You agree to permit Genext access to your premises at a reasonable time to remove any Equipment and other material provided by Genext. (iii) You will ensure the immediate return of any Equipment to Genext. You will return or destroy all copies of any software provided to you pursuant to this Agreement. (iv) You acknowledge that Genext is authorized to delete any files, programs, data and email messages associated with such account.

### ***Disclaimer of Warranties and Limitation of Liability***

You expressly agree that Genext is not responsible or liable for any content, act or omission of any third party including, without limitation, any defamatory, obscene, offensive, threatening or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release Genext for any such claims based on the activities of third parties.

THE SERVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER GENEXT, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. GENEXT DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. GENEXT AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF, THE LICENSED SOFTWARE, THE SERVICE (INCLUDING E-MAIL), EQUIPMENT FURNISHED BY GENEXT, OR GENEXT'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF A GENEXT INSTALLER, TECHNICIAN, OR CUSTOMER SERVICE REPRESENTATIVE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT GENEXT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, GENEXT'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING MONTH PERIOD. YOU HEREBY RELEASE GENEXT FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. GENEXT IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT.

Your sole and exclusive remedies under this Agreement are as expressly set forth herein.

## ***Indemnifications***

You agree to indemnify and hold Genext, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by Genext or any third party due to or arising out of your use of or conduct on the Service. Genext will notify you within a reasonable period of time of any third party claim for which Genext seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to Genext's interests, as reasonably determined by Genext.

## ***Network Management***

Genext reserves the right to manage its network for the benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, anti-virus mechanisms, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of Genext may affect the performance of the Service. Genext reserves the right to enforce limits on specific features of the Service including, without limitation, email storage (including deletion of dormant or unchecked email) and web hosting maximums.

## ***Rights to Property, Damage to and Encumbrances***

All Equipment provided by Genext will at all times remain the property of Genext. You may not sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. You agree to pay the full retail cost for 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 Genext in obtaining or attempting to obtain possession of any such Equipment. You hereby authorize Genext to charge your Visa, Master Card, other credit card or other payment method authorized by you for any outstanding Service, Equipment, and repair and replacement costs described herein. Genext may, at its option, install new or reconditioned Equipment, including swapping your existing equipment for different equipment due to technical or regulatory compliance, for which you may incur a fee.

Genext shall have the unrestricted right, but not the obligation, to install or modify the software in any of the Equipment. It is a material breach for you to copy, duplicate, reverse engineer or in any way tamper with or interfere with any Software or Service provided to you by Genext. You also agree:

- To use the Equipment only for receiving Services ordered directly through Genext.
- To promptly return the Equipment to Genext in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use, immediately upon discontinuing use of the Service.
- If you do not promptly return the Equipment or if it is damaged or encumbered, ("Unreturned Equipment"), the damages Genext will incur will be difficult to ascertain. Therefore, you agree to pay, and Genext may charge your account, a liquidated damages equal to Genext's reasonable estimate of replacement costs and incidental costs that Genext incurs; provided, however, that such amount will not exceed the maximum amount permitted by law (the "Unreturned Equipment Charge").

This provision shall survive the termination or expiration of this Agreement.

## ***Copyright and Trademark Notices***

Copyright Genext, LLC 2000-2005. All rights reserved. Materials available on Genext Web sites are protected by copyright law. Genext is a trademark of Genext, LLC. Genext and other Genext services referenced herein are either actual service marks or registered service marks of Genext, LLC. All other trademarks and service marks are the property of their respective owners.

## ***Intellectual Property Infringement Claims***

Genext complies with the Digital Millennium Copyright Act of 1998. In accordance with Title 17, United States Code, Section 512(c)(3), if you believe that a Web page hosted by Genext is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with Genext's designated representative. Please refer to our Procedure for Making Claims of Copyright Infringement.

## ***Jurisdiction***

This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Washington, County of Chelan, without regard to its conflict of laws provisions. All disputes arising out of or related to this Agreement and the Service must be brought in a federal or state court located in the state of Washington, County of Chelan. You consent to the personal jurisdiction of such courts located in the state of Washington. You waive all rights to bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.

## ***Miscellaneous***

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Genext's rights and remedies available at law or in equity. Genext's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you; however, is freely assignable by Genext to third parties.

## ***How to Contact Us***

For questions regarding this General Subscriber Agreement, billing or other inquiries, please contact Genext by:

**Genext, LLC**  
**PO Box 5389**  
**Wenatchee, WA 98807**

**509.884.7791 p**  
**509.886.5100 f**  
**relations@genext.net**

**YOUR USE AND ACTIVATION OF THE SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE OF THE TERMS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT INSTALL AND/OR ACTIVATE THE SERVICE AND CONTACT THE GENEXT CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

## **Terms and Conditions**

Updated: December 30, 2006

Subject to credit approval, Genext will provide all services that you, the Subscriber, request, based on the following terms and conditions. All Genext services are referred to as "Service" or "Services".

You authorize Genext to make inquiries and receive information about your credit history from others and to utilize such information in its decision to provision the Service to you. You agree that Genext may collect and disclose information concerning you and your use of the Service in the manner and for the purposes set forth herein and in Genext's Online Privacy Policy.

If you receive Genext Internet Service, you will be bound by the Internet Acceptable Use Policy and General Subscriber Agreement, both located at [www.genext.net](http://www.genext.net) or at another URL as Genext may designate.

If you receive Genext Television (TV) Service, you will be bound by the Television Subscriber Agreement, as well as the General Subscriber Agreement.

If Genext provides Security Monitoring and/or Interactive Security and Control Service, you will be bound by the General Subscriber Agreement, as well as the Genext Security Vendor Subscriber Agreement and such other Terms and Conditions including Limitations of Liability and Indemnification as such that you have agreed to in writing.

If Genext provides Voice ("phone") Service in your area, you will be bound by the Voice Subscriber Agreement and such Service will be provided through the Voice affiliate servicing your area. You will also be bound by that affiliate's tariff on file with the State regulatory authority and such other fees that may be imposed in order to comply with all regulatory authorities.

### ***Genext's Obligations:***

- Install in a workmanlike manner, the Genext necessary equipment and materials as per the terms of the Service Agreement.
- Maintain Genext equipment in accordance with reasonable industry standards and applicable regulations.
- If available, you may subscribe to Genext's wiring maintenance plan in which Genext will install and maintain wiring inside your premises ("Internal Wiring"). Otherwise, Genext shall have no responsibility for the maintenance of your Internal Wiring.
- These obligations do not include responsibility for loss of stored content on any devices or for any damage to your devices as a result of pin defects or alignment.

### ***Your Obligations:***

- Pay all installation, service or other charges on your Genext Account. Charges are according to Genext's rate schedule or tariff applicable at the time Services are rendered. Monthly service rates may be subject to additional local fees, taxes or other charges. Some fees and charges are payable in advance.
- If you fail to make timely payment, Genext may terminate Service, remove Genext equipment and impose late fees and collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law.
- Provide Genext's employees and representatives with a safe working environment.
- Assume complete responsibility for improper use, damage or loss of any equipment furnished by Genext.
- Allow Genext personnel and/or its agents to enter your premises to install, maintain, repair, upgrade, and/or remove Genext equipment. If you are not home at the time of a service call, you authorize any other adult resident or guest at your residence to grant Genext access to your premises.
- Any attempted assignment or transfer of the Services is a breach of this Agreement.
- If you do not own your premises:
  - You represent that you have obtained necessary permission from the owner to install Genext's equipment (including, without limitation, equipment attached to the outside of the premises); and
- You will indemnify Genext from all claims of the owner in connection with the installation and provisioning of the Services.

This provision shall survive the termination or expiration of this Agreement.

### ***LIMITATION OF WARRANTIES AND LIABILITY***

GENEXT, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS COLLECTIVELY AND INDIVIDUALLY, ("GENEXT") MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE EQUIPMENT FURNISHED TO YOU AND/OR SERVICES PROVIDED. GENEXT SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR THE DEGRADATION OR INTERRUPTION OF ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTITY THEFT, FOR ANY TV SCREEN BURN-IN, PIN MISALIGNMENT, UNEVEN TV SCREEN WEAR, STUCK PIXELS, PHOSPHOR BURN, FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. GENEXT SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES. YOU HEREBY INDEMNIFY AND HOLD HARMLESS GENEXT FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF (I) SUCH DAMAGE OR INJURY RESULTING FROM ANY CLAIM THAT YOUR USE OF THE SERVICE INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (II) ANY BREACH OR ALLEGED BREACH BY YOU OF THIS AGREEMENT; OR INJURY TO PERSON OR PROPERTY RESULTING FROM YOUR GROSS NEGLIGENCE. UNDER NO CIRCUMSTANCES WILL GENEXT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES.

### ***Third Party Infrastructure***

Genext makes use of poles, towers, conduits, fibers and other communications infrastructure ("Infrastructure") owned by the Public Utility Districts and/or other communications companies, and the continued use of this Infrastructure is in no way warranted by Genext. You agree that you will make no claim or take any action against Genext or utility if Service to be provided by Genext hereunder is disrupted or discontinued due to unavailability of the Infrastructure.

### ***Breach of Agreement***

If you breach this Agreement or any other agreement referenced herein, Genext has the right to terminate this Agreement and enter your premises to remove its equipment. Genext failure to require your strict performance of any term of this Agreement shall not be construed as a waiver of Genext's right to require strict performance of the same or any other term or condition in this Agreement.

### ***Entire Agreement***

This Agreement, any applicable tariffs and other agreements and policies specifically referenced herein constitute the entire agreement between Genext and you for the Services and Equipment. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

# Online Privacy Policy

Updated: December 30, 2006

## ***Welcome***

### **Visitors**

Below is an outline regarding how we use the information that Genext may obtain from you as a website visitor to any of the Genext owned or controlled websites. Please also refer to our Terms of Use for other information concerning use of our website. By using our website, you hereby accept this Online Privacy Policy.

### **Genext Customers**

This Online Privacy Policy applies only to the use of our websites. If you are a subscriber of Genext TV, High Speed Internet or Telephone service, a detailed description of your Privacy Rights as a Genext Customer is also available to you. Our Subscriber Agreements and Acceptable Use Policy are also available here online.

We welcome you to our website. Please take a moment to read about your privacy rights in its use.

## ***Information We Collect***

It is our policy to only collect the personally identifiable information (information that identifies you individually) necessary to better provide the services of our websites and improve your experience as a visitor.

### **Genext Customers**

If you are a customer of Genext, this personally identifiable information may include your name, address, age, telephone numbers, account number, social security number, user IDs, passwords, email addresses and other information as provided to us online or as a customer of Genext. It is our policy to retain such information only as long as necessary for our business purposes or as law may require. We take all reasonable measures to protect your account information from unauthorized access.

### **Website Visitors**

When you access our website, we automatically collect access log information regarding your visit, including information such as the Internet Protocol (IP) addresses assigned (numbers assigned to your computer while online), bandwidth used, system and connection performance, browsers used, dates and times of access, and Internet resource requests, including requests to access web pages. We do not store emails sent and received unless left in a Genext mail account or user file. As further explained below, we may be required by court order to disclose such information if left on our system.

### **Online Registrants**

In visiting our website, if you register with us or participate in a contest, survey or online transaction, we may ask for specific personally identifiable information. If such information is requested, we will inform you how it will be used and you will have the opportunity to elect not to participate.

## **Cookies**

We, or vendors that advertise on our websites, often use "cookies" to collect information about your visit to our website and to manage information regarding your particular preferences. A "cookie" is a small computer code added to a file on your computer as a record of your visit. It does not collect or provide your name or any other personal information about you. It can, however, be used by the website that placed it to note certain information about your visit, such as your type of web browser, operating system and Internet Protocol ("IP") address, to better tailor the site to your preferences. It may also be used to recognize you when you log in as a registered user or as a repeat visitor to our website. This allows us to tailor our site by remembering any options you have selected. We may share non-personal information obtained from the varying kinds of cookies and web beacons (see below) with vendors, advertisers and others. You ultimately control what cookies are accepted by your computer through the settings on your web browser or by deleting them from your files. Doing so, however, may limit the personalization available to you.

## **Third-Party Cookies and Web Beacons**

These forms of computer code are sometimes placed by advertisers or others with connection to a webpage and may be read by the advertisement's provider. They may use a form of code called a "web beacon" or "clear GIF." These are usually contained in a transparent image on a page or in an image on an email message and serve as a way to gather information about your visit, such as your Internet Protocol Address and information or statistics regarding your visit. As with cookies, you can use your browser settings to control web beacons.

## **Advertisers and Other Websites**

We do not control the privacy policies of advertisers or of websites you may link to from our websites or by using our services. You should review their websites for questions about their Internet security and privacy.

## ***Use and Sharing***

### **Use Policy**

We consider any personally identifiable information we receive about you to be confidential. It is our policy to use any personally identifiable information only in providing our websites and our security, communications and entertainment services - from sales and installation, to operations, administration, advertising, marketing, support, network provision, maintenance, communications with you, billing, collection and in other ways related to our services. We may also use such information in dealing with fraud and unauthorized use of our services. Genext may associate personal account information with data from third parties about you or similar persons to better predict your product and service preferences for use in programming, advertising transactions and to better market our services to you.

### **Aggregate Information**

We use aggregate information about our customers and website visitors for a variety of purposes. Such aggregate information does not identify individual customers. We may share such aggregate and related demographic information with third parties.

## **Retention Policy**

Genext may retain personal customer information in its regular business records as long as he/she is a customer or until no longer needed for business or legal purposes. Security measures regarding this information are discussed below.

## **Sharing Policy**

It is our overall policy not to disclose to others outside of Genext and our affiliates, vendors and business partners, any personally identifiable information about our customers without their prior written or electronic consent. We do not sell or provide your personal information to parties unconnected with the services we provide without your permission.

## **Special Exceptions**

We reserve the right to disclose any personally identifiable information in our possession if we have the reasonable belief that it is necessary to: (1) comply with the law or legal process served on us; (2) protect and defend our rights or property or those of others; (3) respond to fraud, abuse or unauthorized reception; (4) enforce our Terms of Use, our Acceptable Use Policy or related standards; or (5) act in an emergency to protect your safety or that of another. We may also share such information in the event in which we sell or transfer all or a portion of our business operations or merge or combine with another organization.

## **Third Parties**

We occasionally use affiliates, vendors or third party partners in association with our websites and may provide personally identifiable information about users for such purposes. In providing such information, we require that the affiliate, vendor or third party maintain at least the same level of confidentiality that we maintain for such information; any use may not exceed that needed to provide its service.

## **Internet Communications**

Unless addressed to us, we do not read email messages, online chats, instant messages or other online communications that reside on or pass through our Service. We may, in certain circumstances, retain and provide such communications if we are legally required to do so. Incoming and outgoing email messages are scanned electronically to identify and filter out likely spam, viruses and other related problems that could harm your equipment, the network or other users.

## ***Law Enforcement***

### **Legal Requirements**

As a provider of Internet communications services, we may receive legal requests for customer information from government and law enforcement personnel. We may also receive discovery requests in civil litigation. In all cases, our policy is to cooperate as required by law, providing only such information as the law requires. This information is generally sought by subpoena served on Genext. Under current law, many criminal subpoenas may require that we not disclose or notify you of the request. Due to this fact, we cannot assume any duty to notify you of receipt of any legal requests.

## **Internet Information**

Current law provides that personal account and other information concerning use of our High Speed Internet services may be subpoenaed by governmental entities. In such cases, you may not be entitled to notice of such a request. The content of Internet communications may not generally be sought through use of a subpoena. The law does permit us to disclose to law enforcement, voluntarily and without prior notice, customer information, including the contents of communications, if we reasonably believe that an emergency involving immediate danger of death or serious physical injury requires such disclosure without delay.

## ***Internet Security***

### **Taking Proper Precautions**

Maintaining the security of your own personal computer is an essential part of protecting your own privacy and helps us protect our Service, our subscribers and the Internet community. You should use and update your antivirus software, firewall and your operating system regularly to prevent unauthorized access by others and harm from the various types of viruses. Persons with questionable intent may use the Internet or email to pose as someone you trust or do business with. Always know who you are dealing with before responding with personal information. To avoid these and other attacks, we encourage you to visit our website at <http://www.genext.net> or the Federal Trade Commission ("FTC") for more information on how to protect yourself. Genext may take protective action related to your service or, on occasion, contact you directly with information that will assist in this effort.

### **Personal Information**

We use "Secure Socket Layer" encryption technology when collecting certain personal information through our websites. Such protection can be identified by looking for "https" in the Internet URL or page address or a closed lock symbol if you use Internet Explorer. We protect personally identifiable information found in our most sensitive databases within controlled and secure environments with restricted access. While we attempt to ensure the integrity and security of our network and computer systems, we cannot guarantee that our security measures will prevent unauthorized access.

### **Access by Others**

It is possible for use of the Internet to be accessed or intercepted by third parties. We cannot control Web sites or Internet services operated by third parties and recommend that you review the terms of service and privacy policies of such Web sites and services.

### ***Spam***

Genext works hard to prevent and block spam and encourage your help by preventing unauthorized access to your computer. The law permits companies like Genext to use email to send transactional or relationship messages, such as in confirming that a service has been established or providing information regarding changes in service. If you prefer, you may opt-out of marketing messages we may send by notifying us in response to any that you may receive.

## ***Children's Privacy***

Our websites are not directed at, or intended for use by, children under the age of 13. We do not knowingly allow persons under the age of 18 to provide any personal information on our websites. Children should always ask for permission from a parent or guardian before sending personal information over the Internet. If you believe your child may have provided us with personal information, you can contact us at [abuse@genext.net](mailto:abuse@genext.net) and we will delete the information. You can find more information about protecting children's privacy by contacting the FTC or by visiting its website at <http://www.ftc.gov>.

## ***Customer Access to Information***

If you are a customer of Genext, you can confirm the accuracy of some of your account information by contacting an authorized Customer Care representative.

## ***Your Enforcement Rights***

You have the right to enforce your legal privacy rights concerning our collection, use and sharing of your personally identifiable information. Available remedies may include the right to seek relief in a civil action filed under federal law.

## ***Changes in Policy***

Further advancements in the Internet, the law, our offerings and websites may cause us to change this Online Privacy Policy from time to time. Any such changes will be prospective and will not affect information collected prior to the change in policy.

## ***How to Contact Us***

**Genext, LLC**  
**PO Box 5389**  
**Wenatchee, WA 98807**

**509.884.7791 p**  
**509.886.5100 f**  
**[relations@genext.net](mailto:relations@genext.net)**

## **Procedure for Claim of Copyright Infringement**

Pursuant to the Digital Millennium Copyright Act (the "DMCA"), you may file a Notification of claimed infringement with the Designated Agent of a Service Provider if you believe that a Web page hosted by the Service Provider is violating your rights under U.S. copyright law. (See Title 17, United States Code, Section 512(c)(3)). The DMCA provides the following procedure for parties to follow who wish to file a Notification of claimed infringement with a Service Provider.

### ***To Serve a Notification:***

Send your Notification to:

**Genext, LLC  
Attn: DCMA Compliance Officer  
PO Box 5389  
Wenatchee, WA 98807**

**509.884.7791 p  
509.886.5100 f  
relations@genext.net**

### ***Notification:***

In order to be effective under the DMCA, the Notification must (i) be in writing, and (ii) provided to the Designated Agent of a Service Provider.

In order for such a complaint to be effective under the DMCA, Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Service Provider to locate the material.
4. Information reasonably sufficient to permit the Service Provider to contact the complaining party, such as an address, telephone number and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
6. A statement that the information in the Notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information described in 1 through 6 above, Service Provider will:

1. Remove or disable access to the material that is alleged to be infringing.
2. Take reasonable steps to promptly notify the subscriber that it has removed or disabled access to the material.

### ***Counter Notification***

If a notice of copyright infringement has been filed against you, you may file a Counter Notification with a Service Provider's Designated Agent. In order to be effective, a Counter Notification must be written and include substantially the following:

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, telephone number and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located or if the subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found and that the subscriber will accept service of process from the person who provided Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, Service Provider shall:

1. Promptly provide the complaining party with a copy of the Counter Notification.
2. Replace the removed material or cease disabling access to the material within 10 to 14 business days following receipt of the Counter Notification, unless the Service Provider's Designated Agent first receives notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringing party from engaging in infringing activity relating to the material on Service Provider's system or network.

NOTE: Under the DCMA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs and attorneys fees. (See Title 17, United States Code, Section 512(d).)

NOTE: The information on this page is provided to you for informational purposes only and is not intended as legal advice. If you believe your rights under U.S. Copyright law have been infringed, you may want to consult an attorney.