



connect

WELCOME

Fixed Wireless Broadband



WELCOME



Dear NUconnect Customer,

Welcome to NUconnect! Thanks for choosing us as your hometown, high-speed connection to the world. We appreciate the opportunity to serve your broadband needs.

This **Welcome Booklet** provides important information related to your NUconnect Fixed Wireless Broadband service including Terms and Conditions.

NUconnect services are billed in advance and separately from your Electric and Water services. Please be aware that your first bill may be higher than your normal NUconnect bill due to the fact that advance billing will charge your account from the date of your actual connection to your first billing date, and also the first full month in advance. For example, if you are connected on the 15th of the month, you will be billed from the 15th to the 1st day of your billing cycle plus one month in advance. After this first bill, your statement should be in the amount of the service you are subscribing to plus any applicable taxes and fees.

If you have any questions or need assistance with your new services, please contact NU Customer Service at (423) 625-2800.

We sincerely hope you enjoy your NUconnect Broadband Service.

Newport Utilities
NUconnect Team

TERMS & CONDITIONS

SERVICE AND BILLING PROCEDURES



The terms and conditions contained herein outline essential information regarding the terms and conditions of service, billing procedures and the relationship between you, the Customer, and NUconnect regarding the provision of the NUC service you have selected. Customer agrees to be bound by all the terms and conditions contained herein and posted on our website, www.NUconnect.com. The website contains important information regarding NUconnect, Terms of Use, and our Privacy Policy.

Equipment. (a) NU owned. The signal receiving unit and other NU property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the property of NU. Customer assumes the risk of loss, theft, or damage to the Equipment at all times prior to the removal of the unit(s) by NU or return of the unit(s) by Customer. (b) Customer Owned. Customer agrees that NU is not responsible for the operation, maintenance, service or repair of Customer's television, computer, radio, or any other consumer electronics which may, from time to time, be connected to the Service.

Home Wiring. For new and existing single unit installations, the cable wire inside the Demarcation point, as defined by the FCC, shall become a fixture to the realty upon installation. For multiple dwelling unit or commercial installations, the cable wire inside the Demarcation point shall not be deemed a fixture or part of the Customer's realty unless the Customer purchases the cable wire when Service is terminated.

Access. Customer hereby grants NU the right to enter the property at the service address to install Service, and to audit, adjust, repair, replace, maintain, move, or remove Equipment and, from time to time, check for signal issues.

Deposits. NU may not require a deposit upfront. NU reserves the right to require a deposit should the Customer's NUconnect service be frequently disconnected for non-payment. NU may also charge a deposit for service based on customer's credit rating as determined in accordance with NU's policies and procedures. NU does require Customer to be current with their NU utilities account in order to establish new NUconnect service. If a deposit is retained, it will earn interest at NU's passbook savings rate plus 1%. The interest rate is reviewed and/or adjusted annually in July. Interest earned will be accumulated to Customer's deposit account on a monthly basis. Once a deposit is retained, the Customer may be eligible for a deposit refund at the Customer's request after 12

months of current account status (no disconnects for non-payment).

Payment Terms. Customer agrees to pay monthly charges in advance. Failure to pay the total balance when due shall constitute a breach of the Service Agreement and may be grounds for disconnection of Service and/or imposition of additional fees, in accordance with applicable law. NU may charge a reasonable service fee for all returned checks and bankcard charge backs. The returned check amount (plus fee) must be replaced by cash, cashier's check or money order. Any charges associated with Service and Equipment additions required by Customer subsequent to the initial installation shall be reflected on the Customer's billing statement after the additional Service and/or Equipment has been added. Customer must bring any billing errors or requests for credit to NU's attention within thirty (30) days of the time Customer receives the bill for which credit or correction of a billing error is sought.

Changes to Service. NU reserves a time window (typically five to seven business days) to effect any changes in Service. Any refund due will be mailed within 30 days after settlement of account, return of Equipment to NU, and completion of the final billing cycle.

Correspondence. Please submit all correspondence to Newport Utilities at PO Box 519; Newport, TN; 37822; or via email to customerservice@NUconnect.com.

Late Fees. If NU does not receive timely, full payment, Customer may be charged a Late Fee. The Late Fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer's service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and

performing necessary field work to collect past due accounts. NU will tell Customer the amount of the Late Fee and other separate or additional charges at the time Customer subscribes to and receives NU's services, prior to the time NU implements a new fee, and in NU's mailings to Customer thereafter. NU does not extend credit to our Customers and the Late Fee is not interest, a credit service charge, or a finance charge. NU's late fee practices may be revised to comply with applicable federal, state, or local laws, rules, or regulations.

Prior Accounts. Customer warrants that no monies are owing to NU from previous accounts with NU. If NU finds a prior account with Customer with monies owed to NU, then NU may apply any funds received to that prior account.

Termination by Customer. Customer may request to terminate Service in person at NU's main office or by telephone at (423) 625-2800. All complete Service terminations will require a service technician to retrieve NU's customer premise equipment. Please note that billing will continue on all Services until equipment has been returned.

Termination of Service/Disconnected Account. Upon termination, NU may charge additional fees on any unpaid balance. NU reserves the right to continue billing for Service through the end of the billing cycle or until all Equipment has been returned, whichever occurs first. The replacement costs for any unreturned Equipment will be posted to Customer's account once billing ends. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to NU upon termination of Service, Customer shall be liable to NU for the full replacement cost of any unreturned Equipment. Customer understands and agrees that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned Equipment. Further, Customer understands and agrees that NU may charge Customer's credit card on file at termination of Service in the amount of any outstanding balance and/or for the cost of any unreturned Equipment, in accordance with applicable law.

Theft of Service. Customer shall not intercept, receive, share or assist in the interception, receipt or sharing of any Service offered by NU. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from NU.

Disclaimer of Warranties and Limitation of Liability.

(a) No Warranty. NU makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose, or non-infringement of either the Equipment or Service furnished hereunder. (b) Limitation of Liability. NU shall not be liable to Customer for indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in connection with the Service or any acts or omissions associated therewith, including any acts or omissions by subcontractors of NU, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss, or damages or whether any other remedy provided herein fails. (c) Customer Exclusive Remedy. NU's entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by NU of any obligation NU may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall NU's liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer during the preceding thirty (30) day period.

Miscellaneous. (a) Governing Law. The agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Tennessee without regard to conflicts of law provisions. The Customer agrees that the federal and state courts of Tennessee alone have jurisdiction over all disputes arising under this Agreement and the Customer consents to personal jurisdiction of those courts with respect to any disputes arising under this Agreement. (b) Severability. Of any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Taxes, Fees, and Surcharges. State and local governments may assess taxes, surcharges, or fees on NU-connect services and equipment billed to you. These charges may be a flat fee or percentage of your charges and may change from time to time without

notice. The Customer is responsible for all applicable federal, state, local sales, use, excise, or other taxes or fees that are now in force or are enacted in the future. These charges are in addition to NUconnect services, equipment, or other NUconnect service charges.

Headings. Headings are inserted for convenience and reference only and shall not be considered to the interpretation of this Agreement.

Assignment Change of Occupancy. The Service shall only be provided to Customer at the address where NU's installation is performed. Customer may not transfer Customer's rights or obligations to the Service to any successor tenant or occupant or to any other address without NU's prior written consent.

Damaged Or Failure To Return Equipment. In the event the NU Equipment is lost, stolen, damaged, destroyed, or otherwise not returned promptly, Customer agrees to pay NU the current replacement cost of the Equipment. We suggest the NU Equipment in your possession be covered by your homeowners, renters, or other insurance. Customer understands that failure to pay the replacement charge will result in the matter being turned over to a collection agency and attorneys to pursue legal action.

Unauthorized Use of NU Equipment. Unauthorized use of NU Equipment or Services constitutes a violation of federal and state law and a breach of this Agreement. NU will press charges against all violators. Customer will be liable for all unauthorized use of the Services and for any and all stolen Services. Customer agrees to notify NU immediately in writing or by calling our customer service line during normal business hours if Customer becomes aware at any time that the NU Equipment has been stolen or that Customer Services are being stolen or used without Customer authorization. If Customer fails to notify NU in a timely manner, Customer's services may be terminated without notice, with additional charges to Customer.

Service and Maintenance Procedures. In the event of a problem with Customer's service or NU Equipment, Customer should contact NU Customer Service at (423) 625-2800. Depending on the nature of the problem, we may at our option schedule an appointment for our Service Technician to visit Customer's service location, usually by the next business day. NU does not charge for service calls if NU Equipment caused the problem. Customer agrees to cooperate

by all reasonable means to allow an NU representative to inspect its facilities either inside or outside the place of attachment and with its attempts to resolve a service or equipment problem. In the event that NU determines in its sole judgment that the problem was caused by Customer Equipment, Customer negligence, lack of knowledge, Customer software, Customer-installed wiring or hardware, Purchased Equipment not covered by its limited warranty, or any problem not caused by NU, you agree to pay for the service appointment and our reasonable charges for repair. In some cases, NU may decline to undertake the repair. If a problem is not resolved to your satisfaction, you may write or call us with concerns or complaints. Emergencies such as fallen trees or utility poles, violent storms or very cold weather may interfere with the Services. Our crews are promptly dispatched to correct any emergency when practicable. As these situations may affect a large service area, it may take several days to resume full service to the entire area.

INTERNET TERMS OF USE POLICY/PRIVACY POLICY

1. Personal Information

Applicable law authorizes NUconnect to use the Broadband system to collect personally identifiable information about our subscribers as necessary in order to render NUconnect services and service features and other services and to detect unauthorized reception or use of NUconnect services and service features. Applicable law prohibits us from using the Broadband system to collect personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent. When you establish an account for NUconnect services we collect information such as your name, address, telephone number, e-mail address, as well as information used for credit checks, billing, and payment, and other information we may need to establish and service an account. During the initial provisioning of NUconnect services, and any subsequent changes or updates to that provisioning, NUconnect collects technical information about your computer hardware and software, router, and/or other Broadband service-related devices, and customization settings and preferences. If you rent your residence, we may have a record of whether landlord permission was required prior to installing our Broadband facilities as well as your landlord's name and address. NUco-

NUconnect also collects personally identifiable information about you when you communicate with us for support, maintenance, and billing, send us e-mails, respond to our surveys or e-mails, engage in chat sessions with us, register for information, or participate in promotions or contests, for example. In addition, NUconnect may combine personally identifiable information, which we collect as part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced personal database to use in marketing and other activities related to NUconnect services and our other services.

NUconnect considers the personally identifiable information contained in our business records to be confidential. Applicable law authorizes NUconnect to disclose personally identifiable information concerning any subscriber for the following purposes if the disclosure is:

- necessary to render, or conduct a legitimate business activity related to, NUconnect services and service features or other services provided to the subscriber;
- required by law or legal process (as described below in this Policy); or
- of the names and addresses of subscribers for mailing lists or other marketing purposes

Applicable law prohibits us from disclosing personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent. The frequency of any information disclosure varies in accordance with our business activities and needs.

NUconnect may use and disclose personally identifiable information collected on NUconnect services as provided for by applicable law in order to:

- install, configure, operate, provide, support, and maintain NUconnect services;
- confirm that you are receiving NUconnect services requested and are properly billed for it;
- identify you when changes are made to your account;
- make you aware of new products or services that may be of interest to you;
- understand the use of, and identify improvements to, our service;
- detect unauthorized reception, use, or abuse of NUconnect services;

- determine whether there are violations of any applicable policies and terms of service;
- manage NUconnect services network;
- configure network interface devices or other service-related devices; and
- comply with law.

NUconnect may also use and disclose personally identifiable information as provided for by applicable law in order to perform, for example:

- billing and invoicing;
- administration;
- surveys;
- collection of fees and charges;
- marketing;
- service delivery and customization;
- maintenance and operations;
- technical support;
- hardware and software upgrades; and
- fraud prevention.

We sometimes disclose personally identifiable information about you to our affiliates or to others who work for us. We sometimes also disclose personally identifiable information about you to our employees for NUconnect's internal business purposes, as well as to outside auditors, professional advisors and service providers, potential business transition partners, and regulators. Typically, we make these disclosures when the disclosure is necessary to render, or conduct a legitimate business activity related to NUconnect services or other services we provide to you. We may be required by law or legal process to disclose certain personally identifiable information about you to lawyers and parties in connection with litigation and to law enforcement personnel. We may also disclose certain personally identifiable information about you to third parties such as, for example, charities, marketing organizations, or other businesses, in connection with disclosures made for "mailing list" or other purposes.

2. Legal Disclaimer: We make every reasonable effort to protect subscriber privacy as described in this Policy. Nevertheless, we may be required by law to disclose personally identifiable information about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant. We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property, in emer-

agency situations, to enforce our rights in court or elsewhere, or directly with you, and for violations of NUconnect's Terms of Use policy.

3. Transmission of Information: NUconnect transmits personally identifiable and non-personally identifiable information about you over NUconnect services when you send and receive e-mail, video mail, and instant messages, transfer and share files, make files accessible, visit Web sites, or otherwise use NUconnect services and its features. Our transmission of this information is necessary to render NUconnect services. NUconnect uses third parties to deliver some features and functions of NUconnect services, such as support, e-mail, video mail, instant messaging, and web hosting, for example, and those third parties collect or transmit personally identifiable and non-personally identifiable information about you. These third parties are not permitted to use your personally identifiable information except for the purpose of providing their services. We will not read your outgoing or incoming e-mail, video mail, private chat, or instant messages, but we (or our third party providers) do store e-mail messages and video mail messages on computer systems for a period of time. We could be required to disclose these messages and communications along with other personally identifiable information about you to comply with law or to protect our Service as described in the Legal Disclaimer section of this Policy. We also monitor the performance of our service and your service connection in order to manage, maintain, and improve NUconnect services and your connection to it. We (or our third party providers) use tools to help prevent and block "spam" e-mails, viruses, spyware, and other harmful or unwanted communications and programs on NUconnect services. These tools may automatically scan your e-mails, video mails, instant messages, file attachments, and other files and communications in order to help us protect you and NUconnect services against these harmful or unwanted communications and programs. However, these tools do not collect or disclose personally identifiable information about you.

4. Information Provided To Third Parties: NUconnect services will allow you to access third parties, including without limitation, content providers, on-line services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from NUco-

nnect services, and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such third parties. NUconnect is not responsible for any such information provided by you to third parties and you assume all privacy and other risks associated with providing personally identifiable information to third parties via NUconnect services.

HOW TO READ YOUR BILL

NNNN



PO Box 519
Newport, TN 37822

Office Hours: Monday - Thursday 7:30 am - 4:30 pm
Friday - 7:30 am - 4:00 pm
Drive Thru: Monday - Friday 8:00 am - 4:30 pm
View or Pay your Bill at www.newportutilities.com
Customer Service (423) 625 - 2800

JOHN Q. PUBLIC
123 ANYWHERE AVENUE
NEWPORT TN 37821-0000



Your Account Number

Statement Date	xx/xx/xxxx
Account Number	123456
Payment Due	xx/xx/xxxx

Account Balance Summary

Previous Balance	00.00
Payment Received On 08/17/2020	Thank You 00.00 CR
Balance Forward	0.00
Current Charges	00.00
Total Due xx/xx/xxxx	00.00
Total Due After xx/xx/xxxx	00.00

**Avoid Late Charges! Pay
by this date!**

Pay this Amount

Service Address: 123 ANYWHERE AVE; BB-RESIDENTIAL

LOC: 123-12345W

Service Period From/To:

00/00/0000 - 00/00/0000

Current Service Detail

Broadband Services	00.00
Equip/Monthly Equip Charges	00.00
Fees	00.00
State & Local Taxes	0.00
Total Current Charges	00.00

- If your account shows a PREVIOUS BALANCE DUE your service is subject to disconnection. Your CURRENT bill is now due, however, if the current bill is not paid within 6 days after due date, your service may be disconnected.

PLEASE RETURN THIS PORTION WITH PAYMENT

JOHN Q. PUBLIC
123 ANYWHERE AVE
NEWPORT TN 37821-0000

Account Number	123456
Total Due 00/00/0000	\$00.00
Total Due After 00/00/0000	\$00.00

Many Convenient Payment Options!
Visit www.newportutilities.com/payment-options
for more details!

Pay by Phone 24/7: Toll Free 877.779.8581
Pay On-Line: newportutilities.smarthub.coop
Pay via Mobile: Download "SmartHub" using Apple
Store or Google Play

NUCONNECT
PO BOX 519
NEWPORT TN 37822-0519

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NEWPORT UTILITIES

170 Cope Blvd.

Newport, TN 37821

(423) 625-2800

CustomerService@nuconnect.com

Visit us on the web at:

www.nuconnect.com



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