



ELECTRONIC AND ONLINE PAYMENT TERMS AND CONDITIONS

The following terms and conditions apply to electronic and online delivery and presentation of your invoices by New Wave and the electronic and online methods you use to pay such invoices to New Wave, including the following New Wave services: My Account, AutoPay, Paperless Billing, and payments you make through over the phone (collectively, “Payment Services”). Payment Services are subject to these terms and conditions, and additional New Wave policies described below (collectively, this “Agreement”). In this Agreement, the terms “we” or “us” or “our” or “New Wave” refer to La Harpe Communications, Inc. d/b/a New Wave Broadband, and the terms (“you” or “your”) refer to you, the Payment Services user. By using or accessing Payment Services, you agree to this Agreement.

New Wave products, services, equipment, third party-provided products and services, software, and any other services (collectively, “New Wave Products”) are provided to you subject to separate, specific terms and conditions for each New Wave Product, which govern in the event of any inconsistency with this Agreement. If you do not wish to be bound by this Agreement, you should not use or access Payment Services. New Wave may modify this Agreement at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified Agreement at <https://www.newwavebb.com>

New Wave reserves the right to change or modify this agreement at any time by posting the revised and updated agreement on New Wave’s website. New Wave may notify you of any change by: posting notice of changes on new wave’s website; notifying you by email or us mail; and/or notifying you on your monthly billing statement. You should regularly review information posted on the new wave’s website to obtain timely notice of such changes. Your non-termination or continued use of services after the changes are posted constitutes your acceptance of this agreement as modified by the posted changes.

Invoice/Billing Statement Charges

We bill you for New Wave Products on a monthly basis based on current prices and charges provided to you or posted to <https://www.newwavebb.com> or other New Wave marketing site, and as listed in any written information that we provide to you. All applicable and associated charges, the method by which we assess such charges to you, and your obligation to pay all such charges are described in the applicable terms and conditions for your New Wave Products (each, a “New Wave Product Agreement”). Your payment due date will be listed on your New Wave invoice or billing statement, and all payments must be made in U.S. currency. Payments you make using Payment Services on New Wave-designated websites provided to you (each, a “Payment Website”) are processed within one business day, to the extent possible. For each month in which any portion of your charges are not paid by the due date on your invoice, we may charge you a delinquent payment fee on those unpaid balances, respectively, allowed by law. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collection’s efforts, including attorneys’ fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. In addition to our right to assess delinquent payment fees, interest, and any other costs arising from our expenses to recover amounts you owe us if your payment is not made by the due date on your invoice, we may begin procedures to cancel the affected New Wave Products. You will be informed



of such action if required by law. New Wave also reserves the right to terminate access to Payment Services for any account at any time. Certain New Wave offers or promotions may require you to enroll in specified Payment Services as a condition to receiving such an offer or promotion.

Partial Payment

Partial payments are acceptable; however, our acceptance of such payments is not to be construed as an acceptable payment arrangement that automatically extends your New Wave Product beyond the normal disconnect date. Our acceptance of late or partial payments (even those marked, "PAID IN FULL") and delinquent payment charges will not constitute a waiver of any of our rights to collect the full amount due under this Agreement or the New Wave Product Agreement. If you are unable to pay an invoice in full prior to the due date, please contact New Wave customer service before the due date.

Questions About Your Invoice or Changes

If you have any questions about your invoice or dispute a charge on your invoice, please contact New Wave customer service before the due date. Except as otherwise provided by applicable law, you must notify New Wave of any disputes concerning any charges within 30 days of the date of your invoice. You accept all charges not disputed within 30 days. However, you may dispute charges resulting from your failure to return equipment to us in the manner and according to the timelines described in the applicable New Wave Product Agreement after the 30-day period described in this section, but such disputes may only specifically relate to the charges assessed for the equipment return.

Effects on Paper Invoices

To the extent permitted by applicable law, New Wave reserves the right to cease providing you a paper invoice via U.S. postal service once you elect to use or enroll in a Payment Service on a recurring basis. In such instances, you will no longer receive a paper invoice from New Wave. New Wave also reserves the right to assess additional charges to you if you request New Wave to provide you with a paper invoice on either a one-time or continuing basis.

Invoice Notification

Certain Payment Services send an email notification to you each month when your new invoice is available for review. However, if you are unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining an invoice copy and/or account balance by contacting New Wave customer service. To use or enroll in a Payment Service, you must provide us with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to New Wave.

Payment Information

Third Party Payments – If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that company's terms and conditions and you agree that New Wave will not be responsible or liable for any loss or damage caused or created by that company. If any amount on a third-party site does not match the same amount presented at the New Wave Website or on your printed New Wave invoice, New Wave's listed amount is deemed to be the accurate amount.



Correct Invoice - In the event the amount listed at the New Wave Website and on your printed New Wave invoice do not agree, the printed New Wave invoice should be considered the correct invoice and should be used to determine the amount to be paid.

Retain Payment Information – For your convenience, you may elect to have New Wave retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/charge card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with New Wave that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask New Wave to retain for you. You agree New Wave will not be responsible for any transactions rejected due to erroneous or outdated payment information. You also agree that New Wave will not be liable for any use, misuse, loss, stolen or incorrect account or payment information.

Payment Fees – New Wave does not assess additional fees to you for using Payment Services. But if you pay your invoice via Payment Services through a financial institution, you are responsible for any charges you may incur from the financial institution to make such online payments.

Credit Cards Accepted – Regarding payments made by credit card, New Wave reserves the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you.

Autopay – For your convenience, you may elect to enroll in New Wave’s AutoPay service. If you provide New Wave your credit card or bank account information, and elect to enroll, you authorize New Wave to automatically charge your provided credit card or bank account for all charges on your account, and New Wave will automatically charge your credit card or bank account for all such charges on the applicable billing due date shown on your invoice or billing statement from the time you enroll until you indicate to us that you want the automatic charges to stop and we have had a reasonable time to implement your request. By enrolling and inputting your credit card or bank account information, you represent and warrant that you are the person whose name appears on the credit card or bank account, that you are authorized to use the credit card or bank account, that you have a sufficient unused credit limit or account balance to cover any charges that may be made using AutoPay, that the information you provide is correct, and that you will notify us in any change in the above, and you further make each of these representations and warranties each time you have a transaction that will be paid through AutoPay. No chargebacks are available or permitted. If New Wave is unable to charge your provided credit card or bank account for any reason, New Wave retains the right to assess additional charges up to the maximum amount or rate allowed by law, including interest charges, on the amount due until that amount is paid and, as a result, you may be subject to suspension of your New Wave Product or termination of your New Wave Product or account, in our sole discretion.

Messages On Your Invoice

New Wave may include important messages related to your New Wave Products or as required by state and federal authorities in the body of the invoice. It is your responsibility to read and understand these messages.



Disclaimer of Warranties

All invoice and payment-related content, Payment Services, and all related information and supporting systems are made available to you “as is”, “with all faults”, and “as available” and New Wave does not warrant, in any way, the availability, accuracy, completeness, currentness, suitability, reliability, title, usefulness, noninfringement, merchantability, or fitness for a particular purpose of such items. You understand and agree that you are solely responsible for any damages to your computer system or loss or theft of data or information that results from your use of Payment Services or downloading of any material accessed from or otherwise provided through a New Wave website. New Wave does not guarantee that Payment Services or any of its websites will be error-free, continuously available, or free of viruses or other harmful components.

Limitations of Liability

New Wave is not liable for damages arising out of or in a connection with any act or omission by you or another person or entity, any failure or delay in making Payment Services available to you for any reason at any time, or content or information accessed while you use Payment Services, or any cause of action resulting from your use or attempted use of Payment Services in any manner. Under no circumstances is New Wave liable for any incidental, consequential, indirect, punitive, or special damages of any nature whatsoever arising out of or in connection with providing or failing to provide Payment Services, whether in contract, tort, strict liability, or otherwise, including, without limitation, lost profits or revenue, loss of opportunity, or cost of replacement services. In addition, New Wave has no liability if:

- (a) your financial institution or credit card provider showing that your designated account has insufficient funds or credit availability.
- (b) New Wave is prohibited by law or court order from withdrawing payment from your account.
- (c) the account from which payment is to be made is closed, frozen, or otherwise unavailable.
- (d) any part of the electronic funds transfer system or credit card/debit card processing system is not working properly at any time, including when you are attempting to use Payment Services to pay your invoice; or
- (e) there are any delays or failures in the performance of Payment Services, the electronic funds transfer system, credit card/debit card processing systems, or any interruptions arising from any cause or circumstance beyond New Wave’s reasonable control. Accounts credited with a payment that is subsequently returned for any reason by your financial institution or credit card provider, including but not limited to insufficient funds, account closed or invalid account number, are debited for the original payment and all applicable returned check charges or other, similar charges. Your New Wave account may also be suspended immediately upon our receipt of the denial of payment or returned check and remain suspended until payment is received via a cash transaction, e.g., cash, cashier’s check, or money order.



Indemnification

You agree to indemnify, defend and hold harmless New Wave, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third-party information providers from and against all claims, demands, actions, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise from:

- (1) any violation of this Agreement or applicable law by you.
- (2) any violation of any rights of a third party by you; and
- (3) any information or content that you submit, post, transmit, or make available to New Wave, including provided to New Wave through of Payment Services.

Governing Law

This Agreement is governed by and construed under the laws of the State of Kansas, without regard to its conflict of laws principles. The federal courts within the state of Kansas and state courts of Kansas have exclusive authority over and venue of any suit that relates to this Agreement. You are responsible for ensuring that your conduct is always in compliance with all applicable laws, rules, and regulations.

Dispute Resolution

Most concerns can be resolved quickly and to your satisfaction by contacting New Wave customer service. If New Wave customer service is unable to resolve a complaint you may have to your satisfaction or if New Wave has not been able to resolve a dispute it has with you after attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.

General

Notice – If we send you a notice, it will be considered given when deposited in the U.S. Mail or with overnight courier mail, addressed to you at your billing address, hand-delivered to you, or distributed via email to the then-current email address provided to us by you. Our notice to you will also be effective if provided on your invoice or by telephone, or, when posted online, the actual date such notice is posted to <https://www.newwavebb.com/>. If you have a dispute or want to provide notice to us related to any matter, you agree to notify New Wave customer service and provide all requested information, or write to us at P.O. Box 100, La Harpe, Kansas 66751. You agree that New Wave may contact you via email at the email address you provide to us when you use Payment Services or any subsequent email address you provide us with. You will provide us with any changes to your email address by updating that address in the manner prescribed to you by New Wave.

Applicable Policies - Website, Acceptable Use, and Privacy – You agree to comply with applicable New Wave policies, including the New Wave Product Agreement, New Wave Acceptable Use Policy, and New Wave Privacy Policy, all as posted to <https://www.newwavebb.com/> (or successor URL) and incorporated by this reference, when you use Payment Services. If you do not agree with the terms of any of these policies, do not use Payment Services. Payment Services utilize, in whole or in part, the public Internet and third-party networks to transmit invoice information and your account and payment information. You acknowledge and understand that New Wave cannot guarantee that Payment Services are completely secure. New Wave is not liable for any lack of privacy which may be experienced regarding Payment Services. New Wave may, but is not obligated to, monitor the Payment Services for various purposes, and New Wave and its third-party vendors may access and



use information regarding performance of Payment Services to perform maintenance, support, and other service-quality activities.

Unlawful, Abusive, or Fraudulent Purposes – Payment Services will not be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using Services in a way that:

- (1) interferes with New Wave’s ability to provide New Wave Products or Payment Services to New Wave customers,
- (2) avoids your obligation to pay for New Wave Products,
- (3) constitutes a criminal offense,
- (4) gives rise to a civil liability, or
- (5) otherwise violates any laws.

Account Security – You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your New Wave account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify New Wave if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your New Wave account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to New Wave by contacting our customer service. You also agree to periodically change your passwords. You authorize New Wave to provide information about and to update your New Wave account, including changes within Payment Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access Payment Services on your behalf, such as through the Internet. New Wave will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

Other – This Agreement contains the entire agreement between New Wave, and you related to the Payment Services, and any other written or oral statements does not change this Agreement. Neither the course of conduct between you and New Wave nor trade practices will act to modify any provision of this Agreement. New Wave may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is found to be unenforceable or invalid, this Agreement’s unaffected provisions will remain in effect. If either you or New Wave fails to enforce or waives any requirement under this Agreement that does not waive that party’s right to later enforce that requirement in the future.