



PHONE TERMS AND CONDITIONS OF SERVICE

This phone service agreement ("terms" or "agreement") is a contract between La Harpe Communications, Inc., doing business as New Wave Broadband ("New Wave", "company", "we", "us") and the user ("you", "user" or "customer"). It covers New Wave's residential and small business communication services, any related products or services ("service"), and any device used with the service, such as an analog telephone adapter or other IP connection device ("device" or "equipment").

New Wave can change or modify this agreement anytime by updating it on their website. They may also inform users about changes through email, postal mail, or monthly billing statements. Users should regularly check New Wave's website for updates. If users continue to use the services after changes are made, it means they accept the modified agreement.

When using the service, you confirm that you are legally old enough to agree to this contract and that you fully understand its terms and conditions. It's essential to read this agreement thoroughly. It contains crucial terms, including conditions under which you might not be able to use the VoIP service for 911 or other emergency calls; company's liability limits and disclaimers; and the requirement of a minimum service term commitment.

SERVICE

Service is provided on a monthly basis. You're committing to a full monthly term, and if you choose to end the service before the term finishes, you'll need to pay for the entire month, including any unbilled charges. These charges will become due immediately. Canceling the service doesn't exempt you from paying all outstanding charges under this agreement.

1. If you subscribe to New Wave's residential services, which are intended for home use only, the service and the device are provided for this purpose. You can't resell or transfer the service or the device. Autodialing, continuous call forwarding, telemarketing, fax or voicemail broadcasting, or blasting are not allowed. We have the right to terminate or modify your service if your use doesn't align with standard residential use. Also, you'll be charged our commercial rates for any periods your use wasn't in line with normal residential use.
2. If you subscribe to New Wave's Business Services, designed for commercial, for-profit, or non-residential use, the Service and Device are provided for small business users. As we don't control your power or internet, there might be occasional outages. We suggest having a backup provider for such situations. A "failover" number, which can be set up by emailing support@newwave.com, is recommended to receive calls during an outage. Reselling or transferring the Service or the Device is not allowed. Autodialing, continuous call forwarding, telemarketing, fax or voicemail broadcasting, or blasting are not permitted. We have the right to terminate or modify your Service if we find that you've used the Service or the Device for any prohibited activities.
3. If you make calls to the 48 contiguous state local calling areas and your usage is in the 95th percentile for two months in a three-month period, your account may be converted from unlimited domestic long-distance to a metered account. Metered accounts have a



domestic long-distance allowance of 1500 minutes per user or line, with additional use billed at the current domestic long-distance rate, currently \$.03 per minute.

SERVICE LIMITATIONS

As a customer, you should be aware of the following service limitations:

1. **Not a telecom service.** Our service is not a telecom service, and we provide it as best as we can. Regulatory rules for telecom services do not apply to us, which may affect your rights.
2. **Operator assisted calling.** Our service does not support operator-assisted calls like collect calls, third-party billing calls, or calling card calls. It may not support services like 311, 511, or other x11 services, except for 911 and 411.
3. **Phone numbers.** If you get a phone number from us for residential service, it won't be listed in telephone directories. But if you transfer your number from your local phone company, it might be listed. Subscribers to our Business Services can request a free white page listing.
4. **Compatibility with other devices and systems.** Our service might not work with fax machines and DVR-type services. Non-voice communication equipment like home security systems, modems, hearing impaired devices, and medical monitoring devices may not be compatible with our service. To use alarm monitoring functions, you should keep a phone connection through your local carrier. You are responsible for making sure these non-voice systems work with our service.
5. **Other providers.** You allow New Wave to move your phone number and local and long-distance services from your current provider to us or our wholesale service providers. We may change our wholesale providers and move your phone number from one to another. We will become the customer of record for all numbers we move or "port" to our service.
6. **Security.** Our service uses parts of the public internet and third-party networks to transmit voice and other signals. We can't guarantee that the service is secure.
7. **High-Risk Uses.** Our service is not fail-safe and not meant for situations where error-free or uninterrupted service is vital. If an error or interruption could lead to harm to business, people, property, or the environment, it's not suitable.

CHANGES TO THESE TERMS

You can find the current Service Agreement at: <https://www.newwavebb.com>. We may update this Agreement or the Service periodically. Any changes, including charge increases or additional features, will be announced on our website at: <https://newwavebb.com>. These changes become effective when posted. By continuing to use the Service, you accept these changes. If you don't agree with changes that significantly impact the Service, you can terminate this Service.

SERVICE TERMINATION – RESIDENTIAL AND BUSINESS

To disconnect New Wave's Residential or Business Service, call our offices at 620-496-1000. You must also write a notice at least ten (10) days before the end of the month. If you don't tell us that you're moving your phone number to a new company, we'll stop your New Wave Phone service and end billing at the end of the current billing term. If you do tell us, we must keep your New Wave Phone Service running until you or your new company tell us that the move is done. The phone service needs to stay active until the move is made or you could lose your phone number. Once we know that the move is made (from your new company or from you), we'll stop your New Wave Phone Service and end billing at the end of the current billing term.



If you're ending Service, you need to tell us if you asked New Wave to move your number from another company and it has not completed the move yet. New Wave will try to stop the move of your number to New Wave once you've told us you want to cancel. When the move has been completed, you need to tell your new phone provider to move your number from us.

For Business and Residential Services, we can pause or stop the Service, or end your Service, whenever we want. If we stop the Service, or end your Service without a reason, you only pay charges until the end date, including a part of the final month's charges. If your Service is ended because you broke any part of this Agreement, you pay for the full month's charges to the end of the current term, including unbilled charges and the termination fee if it applies. All of this will need to be paid for right away. Service can be paused by New Wave without telling you before if it's needed to follow laws or to keep the service working for other Customers.

SERVICE REQUIREMENTS AND AVAILABILITY

You need to provide certain equipment and facilities, such as a phone handset or equivalent, installed phone wiring and outlets, and a powered electrical outlet. It's your responsibility to ensure the equipment you provide is compatible with our service and meets all necessary standards. You confirm that you either own your equipment or have the right to use it with our Service. We are not responsible for providing, maintaining, supporting, or servicing your equipment. If your Internet Access Service is disconnected for any reason, you won't be able to use the Service until you reconnect your Internet Access Service with us.

FEES, TAXES AND OTHER CHARGES

We explain the taxes and fees for this service on our website, <https://newwavebb.com>. These charges may change. If you make calls outside the US, its Territories, and Canada, international rates will apply. You can find these rates on our website. You'll be charged \$1.50 for each call you make to Directory Assistance.

911 EMERGENCY SERVICES

Please read the information below carefully. By using the VOIP Service, you acknowledge and accept any limitations of 911/E911 service. You also agree to communicate these limitations to anyone who may use the VOIP service to place calls. If you have any questions about 911/E911, please call 620-496-1000.

911 Emergency Service Limitations: The VOIP Service includes a 911/Enhanced 911 function ("911/E911") which may be different from the 911 or Enhanced 911 services provided by other providers. Therefore, it might have some limitations. E911 service transmits your phone number and the physical location information you provide to New Wave about your VOIP Service equipment and facilities ("Registered Location"). When you dial 911, your emergency call will be directed to the appropriate Public Safety Answering Point, or another relevant emergency services call center, or a local emergency authority ("PSAP"). If PSAP can receive your phone number and Registered Location information ("E911 Information"), this information will be forwarded to PSAP when you dial 911.



Registered location: Using your VoIP service from a location other than your registered one may misroute your 911 or e911 call. This can result in emergency services being sent to the wrong address. Update your registered location with New Wave before using the VoIP service from a new place. To update, call New Wave customer service at 620-496-1000, email them at support@newwavebb.com, or update your 911 address in your customer portal, if accessible. Even when using VoIP from your registered location, your 911 call can fail due to several reasons:

1. **Power failure** – A power or internet outage means you can't use VoIP service for 911 or other emergency calls. You may need to reset or reconfigure the equipment after an outage to call 911.
2. **Termination or suspended service** – If your VoIP or internet service is interrupted, suspended or cancelled, you can't use VoIP to call 911.
3. **Transferred number** – If you transfer a number from your traditional telephone service, there may be a delay or interruption in your ability to use VoIP to call 911.
4. **Updated location information** – If you change your registered location, it may take several days after notifying New Wave before 911 calling or e911 functions are available.
5. **Technical limitations** – Network congestion, radio interference, weak wireless signals, and other performance issues may prevent or delay your 911 call or e911 information.

Don't rely on VoIP as your primary method to reach emergency services. If you're uncomfortable with these limitations, ensure you have alternative methods to call 911, such as a traditional telephone line or a mobile phone.

Liability: You understand and accept that New Wave is not responsible for any service interruptions, inability to dial 911, or inability to reach emergency services. You agree to protect, indemnify, and not blame New Wave and its related parties from all claims, losses, damages, fines, penalties, costs, and expenses (including reasonable attorney fees) by you, on your behalf, or any third party or user of the services due to service failure or interruption, including 911/e911. You confirm that you are aware of these limitations and agree to inform all persons who might use your VoIP service about them.

"Reverse 911" Service: This is a phone-based system used to send emergency notifications. It uses database and map technologies to target specific areas and convey relevant messages to residents. Some systems can call both listed and unlisted numbers. Check with local safety agencies to see if your VoIP service number can be registered. Any limitations with "Reverse 911" are due to the local safety agency's network and systems. New Wave will not be held liable for any service failures, interference, or incompatibility between the VoIP service and any "Reverse 911" service offered by local public safety agencies. New Wave provides no warranties, implied or expressed, about the availability of "Reverse 911" services or their compatibility with the service.



PROHIBITED USES

You must use the Service and Device legally. If we find that you've used them unlawfully, we can end your Service immediately. If we do this, you'll have to pay all charges for the current term, including any unbilled charges and a termination fee, if applicable. We may also report you to the authorities if we believe you've used the Service or Device unlawfully. You agree that we can forward any relevant communications and information to the authorities. We also reserve the right to disclose information in response to legal requests, to protect our rights and property, or if not disclosing the information could harm you or others.

You can't use the Service or Device in a way that's threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invades someone's privacy, or exhibits similar behavior. If we find that you have, we can end your Service immediately. If we do this, you'll have to pay all charges for the current term, including any unbilled charges.

While we encourage you to use the Service for international calls from the U.S., we currently only offer the Service in the U.S. If you use the Service or Device outside the U.S., you'll be responsible for any local law or regulation violations. If we find that you've used the Service or Device outside the U.S., we reserve the right to end your Service immediately.

You are not allowed to:

1. Use the service for surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any unsolicited messages (commercial or otherwise).
2. Violate the legal rights of others, such as rights of privacy and publicity.
3. Publish, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful material or information.
4. Advertise or offer to sell or buy any goods or services for any non-personal purpose.
5. Collect information about others, including email addresses, without their consent.
6. Create a false identity to mislead others about the identity of the sender or the origin of a message.
7. Use, download, or provide (for a fee or otherwise) any directory of the service members or other user or usage information, except as permitted under this agreement.
8. Transmit or upload any material that contains harmful programs like viruses, Trojan horses, worms, time bombs, or cancel bots.
9. Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law, unless you own or control the rights thereto or have received all necessary consents.
10. Disrupt networks connected to the Service or violate the regulations, policies, or procedures of such networks.
11. Attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service.
12. Host any type of publicly accessible file sharing, gaming, or email server including, but not limited to, HTTP, FTP, SMTP, POP3, and Peer-to-Peer.
13. Interfere with another member's use and enjoyment of the Service or another individual or entity's use and enjoyment of similar services.



New Wave is not obligated to monitor the Service or any User's use of it or retain the content of any User session. However, New Wave reserves the right to monitor, review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. New Wave reserves the right to implement reasonable network management practices to ensure service quality levels are maintained.

You agree not to share (or re-sell) the Service with anyone not residing at the Service address.

RELOCATION REQUIREMENT

You can only use the service at the location you've registered with New Wave. If you want to move the equipment, you need to check with New Wave to see if service is available at the new place. If service is available, you need to update your registered location with us, so we can update our records and ensure 911 services and E911 features are available for you. If service, 911 calling or E911 isn't available at the new place, your service will be stopped or paused until you bring the equipment back to a place where these services are available and give us the updated location details. If you use or try to move the equipment or service to a new place without following these rules, you're breaking the service agreement and doing so at your own risk.

LOCAL NUMBER PORTABILITY

Should you choose to transfer your existing phone number from another service provider, the following terms apply:

1. Provide all necessary information and documentation to New Wave promptly and fully cooperate in the order process for the Service.
2. You give New Wave permission to inform your current telephone service provider that you're switching your local, local toll, and long-distance services to the Service. You confirm you have the authority to do so.
3. If you set up the Service before the number switch is effective (the "Port Effective Date"), you may make outgoing calls but not receive incoming calls over the Service. You may also be unable to make 911 or other emergency calls until the Port Effective Date. In this case, maintain another phone connected to your existing line to receive incoming calls until the Port Effective Date.
4. If the Service isn't activated by the Port Effective Date, your existing phone service for the number you're transferring will be disconnected, leaving you without service for that line. To avoid interruption, install the Service on or before the Port Effective Date. New Wave may provide an estimated Port Effective Date after you complete the order process, but this isn't guaranteed.
5. New Wave may use call details and customer proprietary network information for lawful purposes such as initiating, rendering, billing, and collecting the Service. This information may also be used for testing, verifying, and ensuring the Service is delivered to you.



Limitation of Liability

New Wave is not liable for any claims, damages, losses, or liabilities and you agree to waive all such claims or causes of action, related to:

1. Development, installation, operation, provision, implementation, maintenance, or participation in a 911 or similar emergency system, or enhanced 911 service.
2. The reception, development, collection, or processing of information for e911 databases.
3. The relay, transfer, operation, maintenance, or provision of 911 or e911 services or system capabilities, or the provision of emergency telephone and radio communications for ambulance, police, and fire departments.
4. Interference, incompatibility, or disruption of any non-voice systems, whether caused by the VoIP service, internet access service, any equipment, or otherwise.
5. Any lack of security you or any other party may experience or be exposed to while using the VoIP service.
6. Use of the service for or in connection with any high-risk uses.
7. Our liability under this agreement will not exceed the service charges for the affected time. We will not cover third-party fees or charges, including but not limited to, banking fees, overdraft fees, phone or wire line charges, technician charges, or similar charges.
8. This liability limit will apply even after termination or expiration of this service agreement, regardless of who terminates it or why.

SERVICE USAGE

New Wave provides unlimited local and domestic long-distance calls for home or business, with restrictions. Excessive use of the service, including telemarketing, is not allowed. New Wave determines excessive use based on its own criteria, regardless of past usage. If excessive use is detected, New Wave may terminate the service or switch you to a metered rate plan, with rates as previously mentioned.

PRIVACY

New Wave uses the public Internet and third-party networks to transmit voice and other communications. We are not responsible for any lack of privacy you may experience during the Service. Also, our platform does not support voice signal encryption. We cannot guarantee protection against third parties who may unlawfully intercept communications.

New Wave's privacy policy, CALEA, and CPNI compliance policies provide more details about how we protect your privacy. These are available upon request.

By using the service, you agree to these terms. If you disagree, do not use the service.