



Residential Terms and Conditions

Revised 7/1/2020

These terms and conditions ("Terms and Conditions") for Nsight Telservices residential services: Wireline Voice, TV, Fixed-Wireless, or a combination of those services ("Services"), is by and between Northeast Communications of WI, Inc and any of its subsidiaries, hereinafter referred to as ("Nsight Telservices"), and the party whose name(s) appear on the agreement ("Customer"). These Terms and Conditions shall become effective on the date the agreement is signed.

EQUIPMENT AND SERVICES.

Services may be subject to transmission limitations caused by atmospheric or geographic conditions. The Services may be temporarily refused or limited because of the system's capacity limitations. Services to any or all customers may be temporarily interrupted or curtailed, without notice, due to Nsight Telservices Equipment, as that term is defined herein, modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operations of the system.

Common Provisions. Each financially responsible individual, business, or entity identified on the agreement hereof shall be jointly and severally responsible for payment of all Services on Customer's account. Neither the Nsight Telservices Equipment nor the Services shall be used by Customer for any purpose that is in violation of federal, state or local law, nor shall the same be used in such manner as to unreasonably interfere with the use of the Services by one or more other customers.

LIABILITY DISCLAIMER AND INDEMNIFICATION.

CUSTOMER ACKNOWLEDGES THAT NSIGHT TELSOURCES IS NEITHER THE MANUFACTURER NOR THE AGENT OF THE MANUFACTURER OF THE EQUIPMENT PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NSIGHT TELSOURCES MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE EQUIPMENT AND THAT NSIGHT TELSOURCES DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL NSIGHT TELSOURCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED IN WHOLE OR IN PART BY AN EQUIPMENT MALFUNCTION OR FAILURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF NSIGHT TELSOURCES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADDITIONAL LIMITATIONS. It is further specifically agreed as to the Nsight Telservices Equipment and Services provided hereunder that Nsight Telservices shall NOT be liable to Customer or any other party for:

Any injury to person or damage to property resulting from any negligent or unintentional acts or omissions of Nsight Telservices, its employees, agents or others.

Any damage or loss by Customer as a result of any partial or complete interruption in the operation of its business or for any failure of any of its Nsight Telservices Equipment or Services.

Any direct, indirect, special, incidental or consequential damages of any kind sustained by Customer or any other person or entity for any failure of Nsight Telservices Equipment, for the inability of Nsight Telservices to promptly or properly repair Nsight Telservices Equipment, for any interruption of any Services now or hereafter provided by Nsight Telservices or for the loss of any transmission or the information contained therein.

Customer agrees to indemnify and hold Nsight Telservices harmless from all claims, actions, suits, demands and judgments, including actual attorney's fees and costs, which Nsight Telservices may incur in defending itself against any of the aforesaid arising from Customer's use or possession or other relationship to the Nsight Telservices Equipment or Services supplied, worked on, or provided by Nsight Telservices or its employees, agents or designees, including, but not limited to, any expenses arising from actions brought under the Occupational Safety and Health Act or other governmental regulations or laws.

TERMINATION OF SERVICE.

In the event Nsight Telservices, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, and Nsight Telservices prevails in such efforts, Customer shall be responsible to reimburse Nsight Telservices for all costs and expenses, including actual attorneys' fees, incurred by Nsight Telservices relative to such efforts, unless otherwise precluded by law. Further, in the event such litigation or collection effort arises from, or results in, the termination of this Agreement prior to the expiration of its term, Customer shall be liable to Nsight Telservices for the early termination fee (in addition to all outstanding charges on Customer's account at the time of such termination).

The term of Customer's Agreement shall be tolled, and its expiration date extended, for any periods during which Services are suspended due to nonpayment or other violations of the terms of Customer's Agreement by Customer. Upon Customer's cure of such violation, Nsight Telservices may, acting in its sole discretion, reactivate Services and shall be entitled to charge Customer a reasonable reactivation fee.

Customer is required Nsight Equipment used to provide Services. Failure to the Nsight Equipment within 30 days of disconnection of Services will result in charges. Unrecovered Nsight Equipment will be billed to the customer at the minimum rate of \$300 for each individual piece of Nsight Equipment. If the removed or returned Nsight Equipment is not in good working condition, a charge may also apply.

Nsight, parent company of Nsight Telservices and Cellcom, has over 100 years of experience providing businesses with leading technology, flexible communication solutions and extraordinary customer care you can depend on.



VOICE ACCESS NUMBER.

Nsight Telservices reserves the right, in its sole discretion, to change Customer's access number upon notice to the Customer. Customer acknowledges that Customer has no proprietary or ownership rights or interest in or to Customer's number(s), except as allowed for by law, and cannot acquire such rights or interest through usage, publication or otherwise.

Customer may request that Customer's access number(s) be transferred to or from another service provider within the same local geographic area. If Customer transfers the access number(s) to Nsight Telservices, all activation requirements and charges, including credit approval, apply. Customer remains liable for charges (including cancellation fees) incurred with a former service provider.

If Customer requests to transfer the access number(s) to another service provider, this request will be considered a notice of Customer's intention to terminate Services; and the terms of the Agreement set forth in the early termination fee paragraphs will apply. Upon request, all amounts then owed to Nsight Telservices (including the early termination fee and any amounts that appear on the final invoice) shall become immediately due. If a transfer is unsuccessful for any reason, Services will not terminate, and Customer will continue to be responsible for all Service or other charges (not the early termination fee).

When transferring access numbers to another service provider, voice mail, phone book or other Services may be lost.

Nsight Telservices does not guarantee, in any way, that such access number transfers to or from Nsight Telservices will be successful.

RATES AND CHARGES.

Customer acknowledges that it is responsible to pay to Nsight Telservices all charges resulting from the provision of Nsight Telservices Equipment and use of the Services.

Except as may be prohibited by law, Nsight Telservices reserves the right to amend these Terms and Conditions upon notice to Customer and the expiration of a thirty-day objection period afforded to Customer. If, after receiving any such notice from Nsight Telservices, Customer desires to terminate the Agreement due to the proposed amendment(s), Customer shall, within thirty days of receipt of Nsight Telservices notice, deliver written notice of termination to Nsight Telservices; and the Agreement and Customer's ability to utilize the Services shall terminate on the fifth day following Nsight Telservices receipt of Customer's notice of termination. Notwithstanding, if Customer utilizes the Services or makes payment to Nsight Telservices therefor after Customer's receipt of Nsight Telservices notice, Customer shall be deemed to have agreed to Nsight Telservices proposed amendment(s) and shall not thereafter have any right to terminate the Agreement due to such amendment(s).

There may be added to any charges incurred by Customer amounts equal to any industry-wide surcharges and/or fees and any surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, ad valorem, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to services provided to customers, excepting only taxes on the income of Nsight Telservices. In addition, there may be added to any charges, additional charges to reimburse Nsight Telservices for its reasonable and necessary costs and expenses incurred in maintaining compliance with regulatory requirements imposed by any local, state, or federal government or governmental agency having jurisdiction over Nsight Telservices.

Customer's access to, and use of, Services is further governed by Nsight Telservices "Acceptable Use Policy" which can be found at www.NsightTelservices.com/terms/FixedServices. Among other things, the Acceptable Use Policy provides that Nsight Telservices may suspend or terminate Customer's access or use of Services at any time and without notice to Customer in the event Customer violates any term or condition of the Acceptable Use Policy.

When Customer provides a check as payment, Customer authorizes Nsight Telservices to make a one-time electronic funds transfer from Customer's account. Therefore, funds may be withdrawn from Customer's account on the same day Customer's payment is received. Customer may not receive Customer's check back from Customer's financial institution.

Autopay (checking and savings accounts only, no credit or debit cards) and paperless bill required for the discounted rate of \$2 per month.

OPEN INTERNET DISCLOSURE.

Data speeds on Nsight Telservices Fixed Wireless Internet plans will automatically slow to a maximum of 1.5 mbps for the remainder of the bill cycle when usage reaches its high-speed data allotment. Customer may contact Customer Care to review plan options available. Ability to stream, video resolution, speed, and other data usage are not guaranteed, may vary, and may be impacted by a variety of other factors.

If necessary, Nsight Telservices may prioritize mobile wireless traffic over fixed wireless traffic. If so done, you may notice decreased speeds with the Services.

MISCELLANEOUS PROVISIONS.

Entire Agreement. These Terms and Conditions, together with all agreements and any other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Nsight Telservices. The acceptance by Nsight Telservices of any payment after it shall become due shall not constitute or be construed as a waiver of any or all of Nsight Telservices rights hereunder.

Assignment and Interpretation. These Terms and Conditions shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto; provided, however, that Customer may not assign this Agreement, or any or all rights or obligations hereunder, to any third party without the prior written consent of Nsight Telservices. The interpretation of this Agreement shall be subject to the laws of the State of Wisconsin.

The invalidity of any portion of any provision of these Terms and Conditions shall not affect the validity of the remainder of the provisions hereof.

Service Fee. Customer may change to other pricing plans available to existing customers, but the term of this Agreement will remain unchanged unless such term is otherwise extended under the terms of another pricing package selected by Customer.

Technology Enhancements. Nsight Telservices reserves the right to change your Nsight Telservices Equipment's software or programming, over the air, without notice.

Nsight, parent company of Nsight Telservices and Cellcom, has over 100 years of experience providing businesses with leading technology, flexible communication solutions and extraordinary customer care you can depend on.