



Version 6/13/22

RESIDENTIAL SERVICE AGREEMENT
(TERMS & CONDITIONS)

This Residential Service Agreement (“Agreement”) is between IdeaTek Telcom, LLC (“IdeaTek”) and “You” the “Customer”, as described or referenced in service order, service document, or service invoice. Please review the Agreement carefully; it governs your use and IdeaTek’s’s provision of any service, software, or equipment.

YOUR ENROLLMENT IN, ACTIVATION OF, USE OF OR PAYMENT FOR SERVICE OR EQUIPMENT CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT REQUIRES THE USE OF MANDATORY ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN LAWSUITS, JURY TRIALS, OR CLASS ACTIONS. YOU SHOULD READ THIS AGREEMENT IN ITS ENTIRETY, BUT EVEN IF YOU CHOOSE NOT TO READ IT, ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU.

IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT USE THE SERVICE OR EQUIPMENT AND NOTIFY IDEATEK IMMEDIATELY TO CANCEL THE SERVICE. FURTHER, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE PRICES AND CHARGES QUOTED TO YOU DURING THE ORDERING PROCESS AND ANY OTHER TERMS AND CONDITIONS PROVIDED TO YOU DURING THE ORDERING PROCESS AND ON www.ideatek.com/legal ALL OF WHICH ARE INCORPORATED BY REFERENCE, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE OR EQUIPMENT, CONTACT IDEATEK AT 855-IDEATEK (855-433-2835) TO CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE EQUIPMENT TO IDEATEK.

Customer Obligations

1. **Service Charges.** Customer shall pay all service fees, installation fees and/or other charges no later than 30 days following the date of the invoice. Customer acknowledges and accepts that services may be subject to additional fees, surcharges, taxes or other charges and price increases. Should Customer fail to make timely payment, IdeaTek may elect to terminate the Services, remove IdeaTek equipment, and/or assess late payment fees, collection trip fees, all early termination fees associated with any term commitment, and any necessary collection of legal fees if applicable. Customer acknowledges there may be a reconnection fee in the event service is reinstated upon payment. Customer also authorizes IdeaTek to use any secondary forms of payment / deposits on file to fulfill Customer obligations of this Agreement including any outstanding balances.
2. **Access to Customer Premises.** Customer shall allow IdeaTek access into Customer premises to install, maintain or repair, upgrade and remove IdeaTek equipment. Customer shall provide IdeaTek's employees and representatives with a safe working environment while on Customer's premises. In the event, IdeaTek's employees and representatives do not feel the premises are



safe or suitable for conducting work, installation or maintenance of the services may be declined. If Customer is not home at the time of a service call, Customer agrees that any other adult resident or guest at Customer residence may grant IdeaTek access to the premises. Should Customer not own the premises, Customer agrees to, obtain the premise owner's permission to install IdeaTek's equipment (including, without limitation, equipment attached to the outside of the premises) prior to installation if required. Customer shall indemnify IdeaTek from any and all claims that may be asserted against IdeaTek by the premise's Owner or other person in connection with the installation of IdeaTek equipment and provision of the Services.

3. **Customer Use.** Customer may use the Services for any lawful purpose, provided that such purpose does not interfere with or impair service or the privacy of any communication over any of the facilities and equipment comprising the IdeaTek networks.
4. **Return of Equipment.** Upon expiration or termination of this Agreement or at the request of IdeaTek, Customer agrees to promptly return any and all IdeaTek furnished equipment to IdeaTek in good condition (except for ordinary wear and tear resulting from proper use). Should Customer not return the IdeaTek equipment within twenty-one (21) days or if said equipment is damaged, Customer agrees to pay, and IdeaTek may charge Customer's account, an amount equal to the cost of replacing or repairing said equipment. This provision shall survive the termination or expiration of this Agreement.
5. **Software Protected.** Customer shall not copy, duplicate, reverse engineer, or in any way tamper with or interfere with any software or equipment provided to Customer by IdeaTek.
6. **Acceptable Use and Other Policies.** Customer agrees to abide by IdeaTek's Acceptable Use Policy (AUP) and other applicable policies which can be found at www.ideatek.com/legal. Customer acknowledges these policies may be updated from time to time.
7. **Equipment Care.** Customer agrees to take proper care of the equipment, including, but not limited to voice-service and internet equipment. All equipment should be stored at room temperature, kept away from any source of moisture, and be connected to a dedicated power source. Tampering, modifying, or changing any equipment or cabling installed or maintained by IdeaTek is dangerous and could result in injury or worse. Tampering, modifying, or changing any equipment or cabling installed or maintained by IdeaTek IS DANGEROUS and may result in service outages, including outages of emergency 911 service. **FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN REDUCED BATTERY LIFE / ENDURANCE AND MAY CAUSE SERVICE OUTAGES, INCLUDING OUTAGES OF EMERGENCY 911 SERVICE.** All IdeaTek Equipment provided to Customer by IdeaTek or its agent will remain the property of IdeaTek unless otherwise agreed upon in writing.



8. **Enhanced 911 (E911).** For emergency calls, Ideatek utilizes Enhanced 911 service (E911) which works the same as 911, but will provide the telephone number and location automatically to the emergency service operator. For more information on IdeaTek's E911 service, please go to www.ideatek.com/legal or contact us directly at (855) 433-2835.

When we initially set up your account, we also register your service address according to the information you provide to us.

IMPORTANT: IDEATEK E911 SERVICES WILL NOT FUNCTION IF THE IDEATEK EQUIPMENT FAILS OR IF YOUR SERVICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY OTHER REASON, INCLUDING BUT NOT LIMITED TO: A POWER OUTAGE LASTING BEYOND BATTERY BACKUP, IF ANY; AN IDEATEK NETWORK SERVICE OUTAGE; A NETWORK OUTAGE (INCLUDING POWER OUTAGES) ON YOUR LOCAL NETWORK OR ROUTER; OR BUT NOT LIMITED TO IF YOUR SERVICE IS DISCONNECTED AT YOUR REQUEST OR FOR NON-PAYMENT OF IDEATEK SERVICE CHARGES.

CUSTOMER ACKNOWLEDGES THERE ARE IMPORTANT LIMITATIONS TO THE E911 SERVICE DESCRIBED ABOVE AND AGREES TO REVIEW THE E911 DISCLOSURE/NOTIFICATION ON THE IDEATEK WEBSITE, PROVIDED BY IDEATEK FOR SAID LIMITATIONS AND/OR CONTACT IDEATEK WITH ANY CONCERNS OR QUESTIONS.

9. **Power Outages and Battery Backup.** In The Event Of A Power Failure Your Telephone Service Will Not Work Without Proper Battery Backup(S) To Your Internet Connection Equipment, Your Router, Your Local Network And But Not Limited To, Your Phone(S). Power Failures Can Interrupt 911 Service And Any Home Security Or Medical Monitoring That Relies On Your Telephone Service.

Please visit www.ideatek.com/legal for other important battery backup disclosure information including options for battery backup services provided by IdeaTek, and details on operation and use of those products.

Warranties / Liabilities / Other Terms

10. **Service Obligations of IdeaTek.** IdeaTek is required to provide service to all reasonable requests in its designated service area(s). Unresolved questions concerning service availability can be directed to the Kansas Corporation Commission's Office of Public Affairs and Consumer Protection department at 800.662.0027 or public.affairs@kcc.ks.gov.
11. **Limited Warranty and Liability of IdeaTek.** IdeaTek makes no agreements, warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, regarding the Service(s) provided by IdeaTek including, but not limited to, any warranty of merchantability, fitness for a particular purpose, non-infringement, warranty arising by course of trade, course of dealing or course of performance, or any warranty that the Services will meet Customer's



requirements and all warranties are hereby disclaimed. IdeaTek's liability for service interruptions and disruptions, or in any jurisdiction that prohibits disclaimers, shall be limited to the credits for interrupted or disrupted service, if any, in accordance the IdeaTek's then-current credit policy. In no event shall IdeaTek be liable for personal injury, death, property damage or any other losses or damages including, but not limited to, direct, special, exemplary, punitive, incidental, indirect or consequential damages (including, but not limited to, damages for loss of profits, business interruption or loss of business data), whether in a claim or an action based on breach of express or implied warranty or contract, strict liability or any other theory (collectively, "causes of action"), even if IdeaTek has been advised of the possibility thereof. Further, IdeaTek and/or any service reseller, assumes no liability associated with the use of the Services, equipment, or the installation thereof including, but not limited to, any computer or related electronic or telecommunications equipment attached thereto. For purposes of this section, IdeaTek includes its members, managers, owners, employees, agents, subcontractors, vendors and/or any entity on behalf of which IdeaTek resells Services.

12. **Technical Feasibility.** In the event of a technological or business reason that makes delivering a service to the Customer no longer economically or technologically feasible, IdeaTek may cancel that particular service without penalty to either party and upon notice to the Customer.
13. **Customer Non-Compliance.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then IdeaTek, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies as may be provided at law or in equity, including any applicable termination fees. IdeaTek shall be in Default under this Agreement if it fails to comply with the terms of this Agreement and such failure continues for ten (10) days after Customer gives written notice to IdeaTek.
14. **Assignment.** IdeaTek may assign this agreement to a third-party upon notice to Customer.
15. **Governing Law/Venue.** Customer agrees this Agreement is to be governed by the laws of Kansas with jurisdiction and venue to be located in Reno County, Kansas.