

Updated December 19, 2024

SERVICE-SPECIFIC TERMS AND CONDITIONS FOR SERVICES AND/OR EQUIPMENT PROVIDED BY KINETIC BUSINESS In addition to the Terms, Service-specific terms and conditions may apply to your Services. Detailed product descriptions can be found at <https://business.windstream.com>. Note that some Services have specific system requirements, so please be sure to check the applicable product description on our website for details.

1. For Kinetic Business Internet and Business Fiber Internet:

Internet Service is subject to Kinetic's [Broadband Network Statement](#)

Speed Disclaimer: Speeds are distance sensitive, and availability varies by address. Services may be provisioned in a range, including a minimum speed and a maximum speed. The exact speed range is disclosed at the time of sale. We strive to provision up to the maximum speed required to support the qualified and subscribed Service, but actual speed and performance may vary based on factors such as the condition of wiring inside a specific location; customer proximity to equipment supporting the service; computer configuration; network or Internet congestion, particularly during peak hours very generally defined as 7p.m. – 11p.m. weeknights (peak hours may vary depending on the customer location); number of users attempting to use or using the Service at the same time; and the server speed of the websites accessed availability. Kinetic cannot guarantee speeds or uninterrupted error-free Service.

Wireless Connectivity: To connect to Wi-Fi, a router and gateway are required and may be provided by Kinetic as part of your service for an additional fee. Note that Internet speeds provided via Wi-Fi are based on speeds available in real-world conditions. Once a device is connected to the Internet via Wi-Fi, the performance experienced and the available speed may vary based on any number of factors, including maximum bandwidth allocated for Wi-Fi services, interference from other equipment or other nearby equipment or devices, number of other users attempting to use or using the Wi-Fi at the same time, customer's computer or wireless devices, quantity and quality of content being downloaded or uploaded, Wi-Fi receiving antenna, and the distance between the device and the gateway. Connecting several wireless devices to a network at once can reduce available bandwidth and impact speed for each individual device. Reducing the number of devices connected to a network wirelessly may improve performance.

Business Wi-Fi: This is a complementary service we provide to you and includes inside installation of a Kinetic-provided gateway, Wi-Fi extenders (if required) and connection of your Wi-Fi capable devices within the home to your Kinetic-provided Wi-Fi network. Any certification we may provide regarding your Wi-Fi signal is not a guarantee of upload or download speeds or uninterrupted, error-free service.

Gateway Rental Program: This program covers lifetime support of gateways provided by Kinetic. You are responsible for payment of a monthly recurring equipment fee that covers repair or replacement by Kinetic of damaged gateways, which will occur as Kinetic deems necessary. Kinetic retains all rights, title and ownership interest in and to the gateways we provide as part of this rental program and the gateways shall at all times remain the property of Kinetic. You agree not to mishandle, abuse, misuse, or improperly store or operate the gateway. Any Kinetic-provided gateway will either be new or a fully inspected and tested refurbished unit. Devices supported by in-home wireless networking connections may experience speeds that do not equal speeds referenced in your High-Speed Internet purchased plan or advertised speeds. Connecting your device directly to the modem may optimize speed. Gateways and Wi-Fi Extenders must be returned to Kinetic within thirty (30) days after Services are terminated, or your account will be automatically charged a fee equal to the cost replacement and Kinetic will retain any advance payment or deposit, or portion thereof that previously had not been refunded if you fail to return the gateway within this time period. The equipment return requirements also apply if your existing gateway is replaced or upgraded for any reason.

2. For Kinetic Business Ready Services:

Business Essentials:

Business Essentials includes all the terms from Section 1 above as well as the following: Management of Wi-Fi through via Go Kinetic Business App.

Go Kinetic: The application requires internet connection to function, information displayed in app subject to delay. No warranties, promises and/or representations of any kind, expressed or implied, are given as to the nature, standard, accuracy or otherwise of the information provided in this application nor to the suitability or otherwise of the information to your particular circumstances.

Business Ready Internet:

Business Ready Internet option includes all the terms from Section 1 above, as well as the following:

Kinetic Business Ready App: You must download the Business Ready App, on your smartphone in order to access Kinetics self-management capabilities.

Security Features: Security service helps you protect and manage your network. We reserve the right to change the security capabilities in any way or discontinuing the services at any time.

By accessing the Services, related software or applications, you are agreeing to be bound by the following additional terms:

- Kinetic makes no warranties, representations or guarantees, express or implied, as to the security services provided.
- You release Kinetic from any liability, damages, or losses of any kind associated with the Kinetic security features.

Security features are not guaranteed to detect and/or block all security threats to your network, and Kinetic does not provide any warranties of network security or protection of any non-Kinetic owned devices connected to your network. You must take all appropriate precautions to secure your personal information you deem necessary, including data encryption.

Network Resilience: In the event of a disruption to the primary Internet, Business Ready Internet offers the ability to hand-off traffic to a backup device, such as the customer's mobile phone, a standalone hotspot, or a secondary wired connection. Wireless-based Network Resilience is enabled and configured by the business owner through the Business Ready App. The backup connection itself is not included in the Business Ready Internet service.

2. For TV Satellite Services:

DIRECTV: Kinetic partners with third-party vendors DIRECTV to provide satellite entertainment options to you. Note that channel availability will vary based on service and package selected.

For DIRECTV, the DIRECTV Terms of Service and Equipment Lease Agreement apply to your service in addition to these Terms. Visit <https://www.directv.com/legal/> to access all applicable terms.

3. For Phone Services:

Unlimited Long Distance Service is intended for business voice calls within the U.S. only. Calling restrictions include, but are not limited to, Internet services, telemarketing, auto-dialing, multi-party conferences, party or chat lines, adult-entertainment lines, and voicemail- or information-services access. If usage is inconsistent with business voice calling, we may: (a) charge 10 cents per minute for each call that violates this policy; (b) restrict use of the voice plan; and/or (c) void any applicable price guarantee and convert rates to then-current monthly rates.

4. For legacy Services you may still receive from Kinetic, but are no longer offered to new or existing customers (listed alphabetically):

- **Broadband Protection Plus.** This Service includes the wiring coverage of **Protection Plus** (see below) and the installation of the NIC (network interface card). For installation and NIC replacement, the system must be Windows 2000 SP-4 or higher. With other operating systems, such as Mac or Linux, we will only cover replacement Customer Premise Equipment (CPE) and wiring/cabling, but will not cover installation, software, or NIC. The Broadband gateway (if provided by us) will be replaced, if damaged by an electrical surge or natural act (i.e., lightning, floods, etc.); **please note, free gateway replacement is not available to customers purchasing Broadband Protection Plus on or after December 1, 2014. Additionally, customers who have purchased Broadband Protection Plus prior to December 1, 2014 and who wish to upgrade to a new gateway will be required to move to Kinetic's Gateway Rental Program (see below) and end their Broadband Protection Plus coverage; for customers who have purchased a bundle adder prior to December 1, 2014 that includes Broadband Protection Plus, the adder will be changed to include Protection Plus (and not Broadband Protection Plus) upon moving to Kinetic's Gateway Rental Program.** This Product does NOT cover the following: a) home networks (even if

Equipment is purchased from us); b) LAN software; c) bandwidth/throughput guarantees; d) damage to PCs from viruses; e) non-standard wiring; f) PC Hardware (other than NIC); g) Cisco 827H and 827HI gateways; h) operating systems and software maintenance; or i) integrated NIC cards and internal NIC laptop cards.

- **Centrex.** Within thirty (30) days of subscribing, you and Kinetic will agree on the specific features, functions, and minimum lines and groups to be provisioned. Charges based on agreed minimum lines. We reserve the right to bill you at hourly rates for all programming, installation, or other labor associated with any adjustments to features and functions at initial installation and when changes are made later.

- **DISH Network Services.** All prices, packages, and programming are subject to change without notice including, without limitation, any term commitment to which you have agreed. All DISH Network programming and any other services that are provided by DISH Network are subject to the terms and conditions of the Promotional Agreement and Residential Customer Agreement, which are available online at www.dish.com or upon request. Some promotions may require minimum programming. Certain promotions have an optional or mandatory term commitment period, and if you cancel your Services prior to the optional or mandatory term commitment period, certain termination or cancellation fees may apply. Hardware and programming are sold separately.

- **Domain Renewals.** New registrations with Kinetic are free for 1 year, and then renewals are billed to the customer in 1-, 3-, or 5-year increments.

- **Fax to Email.** You must have an email address to Send/Receive faxes via this Service, but email is not included with this Service. If you exceed your page limit per month, a minimum per page charge will apply. Overages are billed at \$0.10/per page.

- **Lifetime Price Guarantee.** Certain Services are subject to a Lifetime Price Guarantee (“Guarantee”), as advertised by us; however, in addition to the Agreement set forth herein, the following conditions apply to this Guarantee:

- The Guarantee only applies to select Services. You must subscribe to at least one new bundle Service that includes select High Speed Internet, other select Internet Services, select Phone Services, or select DISH programming.
- Any package that includes DISH is subject to our continuing relationship with DISH. If such relationship ends for any reason, then Guarantee bundles that include DISH may be terminated at our discretion. Additionally, channels available to you as part of DISH programming are subject to change without notice. You are not guaranteed any particular channel or number of channels.
- A DISH activation fee may apply.
- If DISH Service is terminated by you before the end of any commitment, then a cancellation fee based on the number of months remaining in the commitment will apply.
- The Guarantee is void if you move, make any changes to your Services, disconnect, if you are disconnected by us, or if any portion of your account balance becomes past due.
- If you order additional Services and equipment, including, but not limited to, HD or DVR receivers, additional charges apply.
- The Guarantee covers only the advertised price, and does not include current or future taxes, fees, or other charges.

- **Price Lock.** The Price Lock applies to select bundle products. This plan is in addition to the monthly recurring rate for your bundled Services, any Services and equipment you may purchase, and current and future taxes, fees, and other charges. The Price Lock is void and current monthly rates will apply if any portion of the bundled Service or feature is disconnected or changed or if any portion of your account balance becomes past due. Price Lock may be void if you move, even if the move is within Kinetic Service locations.

- **Protection Plus.** This Service is a wire maintenance plan that includes the repair or replacement of existing jacks/outlets (not including the addition or move of existing jacks) that meet our installation standards. This Service provides coverage for one access line. Wiring and jacks damaged as a result of faulty, non-Kinetic installation, the negligence or willful acts of you or your agent, vandalism, casualties such as fire or water damages, lightning, floods, or earthquakes are excluded. This Service does not cover Key, Centrex, and PBX systems.

- **Security Suite.** To be eligible for this Service, Customer must be an active Kinetic Internet customer. Kinetic partners with McAfee, Inc. for this Service, and thus, customers may be required to accept additional terms and

conditions from McAfee. Kinetic reserves the right to alter in any way or discontinue this Service at any time. System requirements are an Internet connection, and either Google Android smartphones/tablets (with versions 2.3 and 4 respectively), or Windows Vista (32- or 64-bit) (Service Pack 1 (SP1) or higher) with: Microsoft® Internet Explorer 7.0 or later; Firefox 12 or later; Google Chrome 6.0 or higher; or Safari 5 or later.

- **Web Hosting.** See policy for Web Hosting at <https://www.windstreamhosting.com>.