

KwiKom Communications

Television Terms and Conditions of Service

Effective date: May, 2018

The Terms of Service in this Agreement (the "Agreement") are entered into by and between the subscriber ("you," "your", "End User" or "Subscriber") and JMZ Corporation d/b/a KwiKom Communications ("KwiKom," "us", or "we"). You are deemed to have accepted this Agreement upon the earliest of: (a) your submission of an order/subscription/application; (b) your accepting the terms and conditions electronically during the ordering process; or (c) your use of the Service (as defined herein). This Agreement includes the terms set forth herein, the Acceptable Use Policy, the Privacy Policy, and all other materials specifically referenced in this Agreement, all of which are incorporated by reference herein. This Agreement sets forth the terms and conditions under which you agree to use the Service.

KWIKOM RESERVES THE RIGHT TO CHANGE OR MODIFY THIS AGREEMENT AT ANY TIME BY POSTING THE REVISED AND UPDATED AGREEMENT ON KWIKOM'S WEBSITE. KWIKOM MAY NOTIFY USER OF ANY CHANGE BY: POSTING NOTICE OF CHANGES ON KWIKOM'S WEBSITE; NOTIFYING USER BY EMAIL OR US MAIL; AND/OR NOTIFYING USER ON USERS MONTHLY BILLING STATEMENT. USER SHOULD REGULARLY REVIEW INFORMATION POSTED ON KWIKOM'S WEBSITE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. USER'S NON-TERMINATION OR CONTINUED USE OF SERVICES AFTER CHANGES ARE POSTED CONSTITUTES USER'S ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

ACCEPTANCE OF AGREEMENT

Use of the KwiKom's services constitutes acceptance of this Agreement in full. This Agreement is effective when you first use the KwiKom's services, including but not limited to access to Television Services, Video Services, and the Internet, and continues until service terminated by either party. If this Agreement is terminated by either party, you are still responsible for any charges on your account.

SUBSCRIBER INFORMATION

You acknowledge that you are eighteen (18) years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that KwiKom relies on the information you supply and that providing false or incorrect information may result in additional fees, service delays or the suspension or termination of your Service. You agree to promptly notify KwiKom whenever your personal or billing information changes, including without limitation, your name, address, telephone number, and credit card number and expiration date, if applicable. You agree that your username and password and changes to both of these items are your responsibility.

FEES PAYMENT AND BILLING

Fees. Fees include, without limitation, setup or installation fees, monthly Service fees, monthly Equipment fees and other fees as set forth below. KwiKom will invoice fees for Services and any

Equipment in advance. User agrees to pay all federal, state or local taxes and fees arising under this Agreement.

Additional Fees. All KwiKom Services are subject to additional fees, including, but not limited to overage charges, unreturned Equipment fees, early termination fees, upgrade fees, insufficient funds fees, late fees, and reconnect fees as set forth in the Additional Fees and Payment Terms Disclosure Statement as it may be updated from time to time (the "Additional Fee Statement").

Payment Method and Timing. Accounts may be paid by electronic bank draft, money order, check or credit/debit card. User's KwiKom account will be considered delinquent if payment is rejected for any reason or if any unpaid balance remains on the account. Payment terms including due date and late payment policy is as set forth in the Additional Fee Statement. Payment is in advance of Service delivery for that month.

Late Fees and Service Interruption/Disconnect. KwiKom shall charge User Late and other applicable fees to recover the costs of dealing with late payment situations. These fees are in addition to all other fees. Additionally, KwiKom may interrupt or disconnect User's Services for non-payment and User shall be subject to a Disconnect Fee. The late terms and associated charges are determined by the date payment is received by KwiKom. Late terms and associated fees for each stage of the delinquency process are as set forth in the Additional Fee Statement. The Additional Fee Statement also sets forth the appropriate intervals when User's account will be interrupted or disconnected and when any outstanding balance will be sent to collections. At such time that KwiKom determines that Equipment is to be retrieved from User, KwiKom will call or email User to inform them that Equipment will be removed and retrieved. In all cases, if User wants to resume or reconnect Services, User's account must be brought current.

Billing Disputes and Errors. Subject to applicable law, User may dispute any invoiced charge by contacting KwiKom within thirty (30) days of the date of the disputed invoice. All invoiced charges shall be deemed correct and indisputable thirty (30) days after the date of the invoice on which they appear and User shall waive the right to dispute any charge after such period. KwiKom's obligation with respect to any billing errors resulting in User's overpayment for Service is limited to granting invoice credits equal to the dollar amounts erroneously billed, subject to the above limitation.

Fee Changes. User acknowledges and agrees that KwiKom has the right to change its Service fees, additional fees, or add new fees at any time, upon notice to the User.

User Charges. User acknowledges that User may incur User-initiated charges while using the Services. For example, charges may be incurred as a result of User accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. User agrees that all such charges, including all applicable fees and taxes, shall be paid by User and are not the responsibility of KwiKom. The subscriber is responsible for the accuracy of the financial institution information provided and to ensure that there are sufficient funds to cover the amount charged by the KwiKom. Under no circumstances will the KwiKom be held liable for fees incurred by the subscriber's financial institution. Service will be suspended, and ultimately cancelled, if proper payment is not made. To reinstate an

account cancelled for a billing dispute, all disputed charges must be repaid and any applicable chargeback fees must be paid.

Rate Changes. The KwiKom reserves the right to change its rates and otherwise modify the terms and conditions of this Agreement at any time by notifying you 30 days in advance of the effective date of such changes. Contracts will remain in force until such time as they expire and then new pricing may be applied. Otherwise, the service under renewed contract will be billed at the new rate. This Agreement hereby supercedes all previous representations, understanding, or agreements, written or oral, by or between you and the KwiKom, and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.

EQUIPMENT.

STBs (Set Top Boxes) are available via the KwiKom. End users cannot provide their own STB. Upon termination of service Customer must return the equipment in good working order. Should the equipment not be returned, or is returned not in working order the Customer will be charged the then current replacement value of the STB.

The return of the leased equipment to the KwiKom is at the cost of the Subscriber only. The KwiKom is not responsible for providing any return shipping boxes or labels, nor is the KwiKom responsible for crediting or refunding the Subscriber any monies paid for mailing or shipping the leased equipment. Subscribers who do not deliver, ship, or mail the equipment back to the KwiKom in a manner that will provide them with a Tracking Number or Shipping Number from their chosen shipping company (Postal Service, UPS, DHL, FEDEX) are solely responsible for the then current replacement value of the STB.

The STB will allow one television to use your connection. Multiple televisions require multiple STBs.

Termination

Termination By Subscriber. Subscriber may terminate this Agreement at any time for any reason by providing KwiKom with a thirty (30) day notice in the form of a phone call or other valid written termination request as determined by the KwiKom, and paying all fees and other charges accrued or otherwise payable under the terms of this Agreement. Such thirty (30) day period begins on the date on which KwiKom receives Subscriber's phone request, or other valid written termination request. KwiKom does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's telephone number will never constitute a termination request.

A written termination request is valid only if it includes your full name, phone number, main username, date you wish the service to be cancelled, the reason for canceling, and is submitted using US Mail to address: KwiKom Communications, 800 West Miller Road, Iola, Kansas 66749. Written termination requests via E-mail to the KwiKom will not be considered valid unless otherwise determined by the KwiKom.

Termination By KwiKom. If, in KwiKom's sole discretion, (a) a Subscriber is in breach of any of the terms of this Agreement (including but not limited to the Acceptable Use Policy); (b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the

Service, KwiKom's servers or other equipment, or the use and enjoyment of other users; (c) a Subscriber acts in an abusive or menacing manner when dealing with KwiKom's technical support staff, customer service staff or any other KwiKom employees or representatives; (d) KwiKom receives an order from a court to terminate a Subscriber's Service; or (e) KwiKom for any reason ceases to offer the Service, then KwiKom at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a termination in accordance with this paragraph, Subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement.

In addition any Internet activity, which references back to the KwiKom or its services in a damaging manner, will result in suspension or termination of account(s).

Terminated Subscriber. KwiKom, in its sole discretion may refuse to accept a Subscriber's application for renewal following a termination or suspension of such Subscriber's use of the Service. If a Subscriber's Service is terminated for any reason, such Subscriber, upon approval by KwiKom, may enter into a new Agreement. Upon the termination of a Subscriber's use of the Service, KwiKom has the right to immediately delete all data, files and other information stored in or for the Subscriber's account without further notice to the Subscriber.

INSTALLATION.

Unless otherwise requested by the Subscriber, the first available installation date will be provided. Any installation date provided to a Subscriber is only an estimate and is no way a guaranteed installation date. Subscribers understand and agree that there may be circumstances that delay a Subscriber's estimated installation date and any such delay will not be considered a breach of this Agreement by KwiKom. Payment for your initial month's service (and if applicable: setup fees, installation fees, and equipment) must be received prior to your turn-on date. If your payment is not received by the KwiKom upon application for an account, you will NOT receive a turn-on date, and furthermore you will be responsible for the service fees even though your account and setup information has not been provided to you.

Self-Installation. KwiKom does not allow "self installation".

Professional Installation. Subscribers must use the KwiKom's professional installation services.

TECHNICAL SUPPORT.

It is the Subscriber's responsibility to initiate and be available for technical support during KwiKom's hours of operation (24/7). If a Subscriber wishes to utilize KwiKom's technical support, the Subscriber must be available to help troubleshoot the connection and television setup. However KwiKom technicians may be dispatched to troubleshoot the circuit should they suspect KwiKom network is malfunctioning and then the KwiKom will waive any site visit fees.

PRIVACY POLICY

The KwiKom will treat each Subscriber's personal information in accordance with KwiKom's privacy policy ("Privacy Policy") published at <https://www.KwiKom.com/legal>. Subscriber agrees to the terms of the Privacy Policy. KwiKom reserves the right to make changes to the Privacy Policy without notice.

RESALE OF SERVICES

You are not permitted to resell or redistribute any programming or television services to other parties.

WARRANTIES AND LIMITATIONS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, EQUIPMENT AND SOFTWARE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY SOFTWARE OR EQUIPMENT PROVIDED BY KWIKOM (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). KWIKOM (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, KWIKOMS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, SOFTWARE AND EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY KWIKOM OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF KWIKOM TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

KWIKOM DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF KWIKOM HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO CIRCUIT AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, THE CONDITION OF YOUR PHYSICAL LOCATION, EMI, RFI, WIRING INSIDE YOUR LOCATION, AND YOUR TELEVISION CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR CIRCUIT IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR KWIKOM SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY KWIKOM PROVIDED EQUIPMENT, PURSUANT TO THE TERMS OF THIS AGREEMENT), AND REFUND OF PREPAID FEES.

ALL SERVICES ARE PROVIDED AS IS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND UNLESS REQUIRED BY APPLICABLE LAW. KWIKOM SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY.

KWIKOM DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY KWIKOM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. KWIKOM SHALL NOT BE

LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. KWIKOM MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR THE INTERNET. KWIKOM MAKES NO WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR ANY LINKS DISPLAYED.

YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE, AND THE EQUIPMENT. YOU AGREE TO USE ALL SERVICES AT YOUR OWN RISK. YOU AGREE NOT TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

IN NO EVENT SHALL KWIKOM (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, KWIKOMS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF KWIKOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY. IF THIS WAIVER AND RELEASE IS NOT GIVEN FULL EFFECT, THEN THE TOTAL AMOUNT OF ANY LIABILITY OF THE KWIKOM SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU FOR THE SERVICES (EXCLUDING AMOUNTS PAID FOR OTHER GOODS OR SERVICES PROVIDED BY THE KWIKOM OR ITS AFFILIATES) FOR THE ONE MONTH PRECEDING THE KWIKOM'S RECEIPT OF WRITTEN NOTICE OF YOUR CLAIM.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO KWIKOM'S THIRD PARTY LICENSORS, KWIKOMS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH KWIKOM (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), KWIKOM'S THIRD PARTY LICENSOR, KWIKOM AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

KWIKOM RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE.)

WITHOUT (A) INCREASING ANY OF THE LIABILITIES OR OTHER OBLIGATIONS KWIKOM (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, KWIKOMS OR SUPPLIERS ARE OTHERWISE SUBJECT TO PURSUANT TO THIS AGREEMENT OR SUBJECTING KWIKOM (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, KWIKOMS OR SUPPLIERS TO ANY ADDITIONAL LIABILITIES OR OTHER OBLIGATIONS OR (B) INCREASING ANY OF THE RIGHTS YOU ARE OTHERWISE ENTITLED TO PURSUANT TO THIS AGREEMENT OR PROVIDING YOU WITH ANY ADDITIONAL RIGHTS, THE MAXIMUM AGGREGATE LIABILITY OF KWIKOM (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, KWIKOMS AND SUPPLIERS FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF YOUR PREPAID FEES, IF ANY.

LINKS

KwiKom or third parties may provide links to websites. Because KwiKom has no control over such websites and resources, you acknowledge and agree that KwiKom is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that KwiKom will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

INDEMNIFICATION

You agree to protect, defend, indemnify and hold harmless KwiKom from and against all liabilities, losses, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation or breach of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service, the Software, the Equipment or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for libel, unfair competition, unfair trademarks, trade names or patents, violations of rights of privacy and infringement of any intellectual property rights arising from your use of the Service, the Software, the Equipment or the Internet.

REVISIONS

KwiKom may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to our website at

<https://www.KwiKom.com/legal>. Subscribers agree to visit this page and the links thereon periodically to be aware of and review any such revisions. Increases to the monthly price of the Service for Monthly Subscribers shall be effective beginning with the calendar month following the calendar month in which such increases are posted. Revisions to any other terms and conditions shall be effective upon posting. By continuing to use the Service after revisions are in effect, a Subscriber accepts and agrees to the revisions and to abide by them. Any Subscriber who does not agree to the revision(s) must terminate their Service immediately.

ASSIGNMENT

You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Service, Equipment, or Software or your rights or obligations under it. Any attempt to do so shall be void. KwiKom may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

CHOICE OF LAW

You agree that this service is governed by the Laws of the State of Kansas. You agree that Allen County shall be the forum for any legal action relating to the services provided.

COMPLIANCE

KwiKom's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

POLICY ENFORCEMENT

The KwiKom reserves the right to take whatever actions we deem appropriate to enforce these policies. The KwiKom also reserves the right to change these policies without prior notice at any time. The actions the KwiKom takes may include account suspension or termination. The KwiKom does not issue any credits for accounts cancelled due to policy violations. The KwiKom reserves the right to refuse service to anyone at anytime for any reason.

ENTIRE AGREEMENT

This Agreement, including all policies posted on KwiKom's website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between you and KwiKom with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

NOTICE

Notices by KwiKom to you shall be deemed given: (a) when sent to the email address as listed on the application form for service, (b) when deposited in the United States mail addressed to you at the

address you have specified in your account options or application form (c) when hand delivered to your location, as applicable.

SURVIVAL

All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.