

Updated May 10, 2024

SERVICE-SPECIFIC TERMS AND CONDITIONS FOR SERVICES AND/OR EQUIPMENT PROVIDED BY KINETIC

In addition to the Terms, Service-specific terms and conditions may apply to your Services. Detailed product descriptions can be found at <https://www.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 Fiber & High-Speed Internet Services:

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 modem 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 devices in the home, 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 modem. 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.

Kinetic Wi-Fi Manager: You must download the Go Kinetic App in order to access Kinetic's Wi-Fi management tool. A compatible Kinetic Internet gateway is also required.

Whole Home Wi-Fi: This is a complementary service we provided to you, and includes installation of a Kinetic-provided modem, 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.

Modem Rental Program: This program covers lifetime support of new modems provided by Kinetic. You are responsible for payment of a monthly recurring equipment fee that covers repair or replacement by Kinetic of damaged modems, which will occur as Kinetic deems necessary. Kinetic retains all rights, title and ownership interest in and to the modems we provide as part of this rental program and the modems shall at all times remain the property of Kinetic. You agree not to mishandle, abuse, misuse, or improperly store or operate the modem. Any Kinetic-provided modem will either be new or a fully inspected and tested refurbished unit. Any Kinetic-provided modem will be capable of wireless networking, but 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. Modems must be returned to Kinetic within thirty (30) days after Services are terminated, or your account will be automatically charged a \$100 fee and Kinetic will retain any advance payment or deposit, or portion thereof that previously had not been refunded if you fail to return the modem within this time period. The equipment return requirements also apply if your existing modem is replaced or upgraded for any reason.

Kinetic Internet and AT&T Wireless Bundle Offer: Kinetic and AT&T Mobility have partnered to provide Kinetic customers with a discount on their Kinetic Broadband Internet bill in the form of a monthly credit for up to twenty-four (24) months. To be eligible for the credit, you must maintain both Kinetic Broadband Internet and AT&T Mobility Wireless Services; failure to maintain both Broadband and Wireless Services will result in the credit being removed from your bill. Note that Wireless Services are provided, and billed separately, by AT&T Mobility and are subject to AT&T's Consumer Service Agreement (att.com/consumerserviceagreement) and AT&T network management policies, see att.com/broadbandinfo for details. Fees for Wireless Services are set by AT&T, see att.com/mobilityfees for more details. Usage, speed, coverage & other restrictions apply. This credit offer, pricing for either the Kinetic internet or AT&T Mobility Wireless Services, and applicable terms and conditions, are subject to change and may be modified at any time without notice. Kinetic is not responsible for Wireless Services provided by AT&T Mobility, and we disclaim any and all liability related to services provided by AT&T Mobility to you. At the discretion of Kinetic, this offer may be combined with any other offers from Kinetic or its affiliates.

2. For Internet Security Services:

Kinetic Secure Internet security service helps you protect and manage your home network security and requires Kinetic residential High-Speed Internet Service, including a modem provided by Kinetic, and a subscription to the Kinetic Secure plan (powered by a third-party vendor, F-Secure Corporation ("F-Secure")). For use of all features, Kinetic Secure requires installation, registration and access to the Go Kinetic and the Kinetic Secure mobile apps. We reserve the right to change the Kinetic Secure service in any way, including but not limited to changing the third-party vendor(s), 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:

- In addition to these Terms, which apply to your High-Speed Internet and modem, the F-Secure License terms and privacy policies apply to the software installed on the Kinetic-provided modem and web applications made available through the Kinetic Secure Service. The F-Secure terms and privacy policies can be accessed at: <https://www.f-secure.com/en/legal/terms> and <https://www.f-secure.com/en/legal/privacy/total> and may change from time to time.
- You acknowledge that in order for the Internet security services, including the virtual private network (VPN), to be delivered and properly function, Kinetic or F-Secure may need to process, share or collect certain user data. Please see Kinetic's [Privacy Policy](#) and F-Secure's privacy policies for more information.
- You acknowledge that Kinetic is providing access to F-Secure's services through networking equipment or mobile application and that Kinetic is not directly providing these services.
- Kinetic makes no warranties, representations or guarantees, express or implied, as to the products or services provided by F-Secure.
- You release Kinetic from any liability, damages, or losses of any kind associated with the Kinetic Secure services provided by F-Secure or their third party providers.

Note that you must download the Kinetic Secure app in order to use this product, which allows you to manage your internet security settings, including parental controls, download software from F-Secure to block malicious sites and connected devices and scan for malware. The Kinetic Secure app is Android/iOS/PC/MAC compatible.

Kinetic Secure Premium Technical Support is provided via agents over the phone or by accessing your computer over the Internet, and therefore, requires that your computer be capable of connecting to the internet. Premium Technical Support does not include items that cannot be solved remotely. Minimum system requirements are: a valid, licensed copy of Windows 11, Windows 10 version 21H2 or later, Windows 8.1, macOS12 (Monterey) or later, iOS16 or later, or Android 10 or later. Intel-based and Apple silicon Macs are both supported. ARM-based Windows tablets are not supported.

Kinetic Secure is not guaranteed to detect and/or block all security threats to your home network, and Kinetic does not provide any warranties of network security or protection of any non-Kinetic owned devices

connected to your home network. Kinetic Secure is intended to help you manage your home network, but you must take all appropriate precautions to secure your personal information you deem necessary, including data encryption.

3. For TV Streaming Services:

DIRECTV and YouTube TV: Kinetic partners with third-party vendors DIRECTV and YouTube TV to provide satellite and streaming entertainment options to you. For any streaming service, High-Speed Internet Service is required and a minimum speed of *at least* 25 Mbps for 1 streaming device and 25 Mbps for up to 3 streaming devices simultaneously is recommended. Note that channel availability will vary based on service and package selected.

For DIRECTV and DIRECTV STREAM, 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.

For YouTube TV, the YouTube Paid Service Terms of Service apply to your service in addition to these Terms. Visit https://youtube.com/t/terms_paidservice to access all applicable terms.

4. For Home Phone Services:

Unlimited Long Distance Service is intended for personal, residential voice calls within the U.S. only. Calling restrictions include, but are not limited to, business use, 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 residential voice calling, we may: (a) charge 10 cents per minute for each call that violates this policy; (b) restrict use or convert the plan to a Business voice plan; and/or (c) void any applicable price guarantee and convert rates to then-current monthly rates.

5. For Home Security Services:

Kinetic Secure Home is a do-it-yourself home security equipment and monitoring service that is provided by a third-party vendor, Scout Security, Inc. and its partners and subcontractors (collectively, "Scout"). This Service requires Kinetic residential High-Speed Internet Service, including a modem provided by Kinetic. We reserve the right to change the Kinetic Home Secure service in any way, including but not limited to changing the third-party vendor, or discontinuing the services at any time.

In addition to these Terms, which apply to your High-Speed Internet and modem, the Scout Terms of Use and Privacy Policy apply to this Service. The Scout terms can be accessed at: <https://www.scoutalarm.com/pages/legal> and may change from time to time.

Note that you must download the Kinetic Secure app in order to use this product. The Kinetic Secure app is Android/iOS/PC/MAC compatible.

By using Kinetic Secure Home, you acknowledge that Kinetic is only providing access to Scout's services and that Kinetic is not providing installation or monitoring services, and will not provide guidance or advise regarding installation of services. Kinetic accepts no responsibility for such activities. Kinetic provides no warranties, representation or guarantees regarding products and services provided by Scout, including any video recording and/or while using Kinetic Secure Home, and you release Kinetic from any liability, damages, or losses of any kind associated with Kinetic Secure Home services provided by Scout, and for products and services provided by Scout (including monitoring services).

Additionally, you acknowledge installing a home security or monitoring system cannot prevent trespassing or breaking and entering into your premises, property loss or damage, or physical harm or death due to an intrusion. You have sole responsibility for complying with all codes, laws, and standards that may apply to the installation, placement, and maintenance of your home security system. In some jurisdictions, you may have legal rights under applicable national or state legislation governing the sale of home-security consumer goods and services.

If you cancel Kinetic Secure Home within thirty (30) days after the start of Service, all service charges, including charges for equipment, will be refunded. Any equipment provided by Kinetic or Scout as part of the Service must be returned upon termination.

6. 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 modem (if provided by us) will be replaced, if damaged by an electrical surge or natural act (i.e., lightning, floods, etc.); **please note, free modem 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 modem will be required to move to Kinetic's Modem 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 Modem 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 modems; 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.
- **Managed Network Security CPE.** This Service requires a minimum commitment and subscription to Kinetic Internet Services. Security-gateway equipment must be returned upon Service termination.
 - **Personal Computer Offers.** Kinetic resells personal computers that are manufactured and warranted by a third-party. All support and warranties are provided by the manufacturer.
 - **Phones at Home Protection Plan.** This plan provides for repair or replacement of residential phones. You must sign up and agree to additional terms—applicable specifically to this Plan—via the Kinetic Phones-at-Home-Protection-Plan Registration Form to obtain Phones at Home Protection from us.
 - **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.
 - **Secure Broadband.** This Service requires a minimum term commitment. Service includes Internet and one static IP address for Managed Network Security. Additional static IP addresses may be available for an additional charge.
 - **Security Suite.** To be eligible for this Service, Customer must be an active Kinetic residential High-Speed 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.
 - **Kinetic Shield Connect.** Customer must subscribe to select High-Speed Internet plans to qualify. WI-FI Device Connectivity Support requires a valid, licensed copy of Windows XP SP2 or higher. Customer's computer must have a minimum 256 MB RAM and minimum 500Mhz processor. WI-FI Device Connectivity Support excludes on-site support, software installation and tutorial, PC restoration, virus removal, virus assistance, peripheral setup, hardware issue, advance troubleshooting, and problem resolution. Protection Plus excludes lightning, floods, internal damage. Protection Plus is not available to travel trailers or motor homes. Kinetic partners with third party vendors for these services, and you may be required to accept certain terms and conditions from these vendors for the services. Kinetic reserves the right to alter the services in any way, including but not limited to changing the third-party vendor, or discontinuing the services at any time. Other restrictions apply.

Web Hosting. Web Hosting Services are subject to the Kinetic AUP, available at: <https://www.windstream.com/about/legal/Acceptable-Use-Policy>.