

# Welcome to Total Highspeed Fiber!

Thanks for using Total Highspeed, LLC Fiber products, equipment and services (“Services”). The Services are provided by Total Highspeed, LLC., located at 1091 W Kathryn Street, Nixa, MO 65714.

The Total Highspeed, LLC Fiber Terms of Service (“Terms”) means the terms specified below. Any references to “Total Highspeed, LLC” and “Services” in the Total Highspeed, LLC Terms of Service mean Total Highspeed, LLC and the Total Highspeed, LLC Services. In the event any terms in the Total Highspeed, LLC Terms of Service conflict with any of the Total Highspeed, LLC Fiber Terms of Service, the Total Highspeed, LLC Fiber Terms of Service will control.

By agreeing to the Terms, you represent that you are at least eighteen years old and capable of entering into a legally binding agreement on behalf of yourself and others in your residence who may use the Services.

By signing up for or using the Services, you agree to these Terms.

## Communicating Electronically with Total Highspeed, LLC Fiber

We may be required to provide certain disclosures, notices and communications (collectively “Communications”) to you in written form. We will deliver such Communications to you in electronic form. Your agreement to these Terms confirms your ability and consent to receive such Communications electronically.

You consent to receive electronically all Communications that we may provide you in connection with your Total Highspeed, LLC Fiber account and your use of the Services. Communications include:

- agreements and policies related to the Services, including updates to those agreements and policies;
- payment authorizations and transaction receipts or confirmations;
- questionnaires and marketing materials relating to Total Highspeed, LLC Fiber products and services or those of our affiliates;
- account statements and history; and
- all other communications or documents related to or about your account, your purchases, changes to the Services or the rates and fees we charge in connection with the Services, and your use of the Services.

Communications will be considered to be received by you upon delivery in any of the following manners:

- posting them to your online account;
- posting them on or in the Total Highspeed, LLC Fiber Website;
- emailing them to the email address associated with your account;
- communicating them to you via text message;

- communicating them to you via a mobile application; or
- otherwise communicating them to you via the Services.

To access and retain electronic Communications, you will need to maintain or have access to the following computer hardware and software at your own expense:

- a computer or mobile device with Internet or mobile connectivity;
- a current web browser that includes 128-bit encryption (e.g., Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
- software capable of opening PDF documents;
- access to the valid email address you used to create your Total Highspeed, LLC Fiber and Total Highspeed, LLC Payments account registrations; and
- sufficient storage space to save Communications or a printer to print them.

By consenting to this Policy, you confirm that you are able to meet the above requirements, and that you can receive, open, and print or save any Communications for your records. You should maintain copies of electronic Communications by printing paper copies or saving electronic copies, as applicable. Also, you may contact Total Highspeed, LLC Fiber to request another electronic copy of a Communication. We reserve the right to terminate your use of the Services if you decline or withdraw consent to receive electronic Communications, except that you may decline to receive telephone calls and text messages without having your service terminated, as set out in the following section.

## Consent to Receive Telephone Calls and Text Messages from Total Highspeed, LLC Fiber and Its Affiliates

On occasion, Total Highspeed, LLC or its affiliates may seek to contact you by telephone or SMS text message at the landline and/or wireless phone numbers that you have provided to us. These communications may be about your Total Highspeed, LLC Fiber account, responses to inquiries that you have made to us, or for other purposes, including marketing messages about other goods or services provided by Total Highspeed, LLC Fiber or its affiliates. These calls or SMS text messages may be sent using an automatic telephone dialing system and may include the use of prerecorded or artificial voices. Please note that you may be responsible for any charges from your telephone provider for these calls or SMS text messages.

If you do not wish to receive these optional calls and SMS text messages, you do not have to do so. Your consent to receiving these calls and SMS text messages is not required in order to purchase or receive any Total Highspeed, LLC Fiber Services. To revoke your consent to receive telephone calls and SMS text messages, please let us know. The easiest way is by changing your settings in your Fiber account, or by calling our customer service team at 417-851-1107.

## Eligibility for Total Highspeed, LLC Fiber Services

You may apply for Total Highspeed, LLC Fiber Services by calling our business offices at 417-851-1107. Although we hope to make Total Highspeed, LLC Fiber available to as many people as

possible as quickly as we can, Total Highspeed, LLC Fiber reserves the right to determine whether any Services are made available to a particular address.

If Total Highspeed, LLC Fiber determines that the address at which you receive Services is not a residential address, Total Highspeed, LLC Fiber may require you to transition to another type of account in order to continue receiving the Services. This transition may include an increase in any fee for the Services.

## Total Highspeed, LLC Fiber Installation

You agree to provide Total Highspeed, LLC Fiber with all necessary access to the premises at the address where you sign up for Services to be installed (referred to as “your residence” below) so that the equipment necessary for you to receive the Services may be installed and configured. You agree that Total Highspeed, LLC Fiber may install equipment on the exterior and interior of your residence (including but not limited to laying underground conduit and/or affixing equipment to the outside of your residence) at any reasonable location. You agree that Total Highspeed, LLC Fiber may take photographs of the equipment installed by or on behalf of Total Highspeed, LLC Fiber on the exterior or interior of your residence for quality control purposes. You also agree that Total Highspeed, LLC Fiber may use, and that you have the necessary permissions to approve Total Highspeed, LLC Fiber’s use of, existing facilities, including existing wiring in and around your residence, to complete the installation services.

If you rent or otherwise do not own your residence, you represent and warrant that you are authorized by the property owner to order Total Highspeed, LLC Fiber installation, and you acknowledge that you may be asked to provide written evidence that you have received all permissions necessary for Total Highspeed, LLC Fiber to perform installation services. If Total Highspeed, LLC Fiber incurs any costs or losses, including attorneys’ fees, because you did not get the necessary authorization(s) for Total Highspeed, LLC Fiber to install the equipment required for the Services, you are responsible for reimbursing Total Highspeed, LLC Fiber for those costs or losses.

Acceptance of these Terms does not guarantee that Total Highspeed, LLC Fiber will install or provide any Services. We may need a separate agreement with you or your landlord in order to install the Services.

## Construction Fees

Sometimes we may need to charge a fee in connection with the construction or installation of your network connection (“construction fee” or “installation fee”). We will only charge you if we notify you of a construction or installation fee during the online sign-up process. Total Highspeed, LLC Fiber may allow some users to pay construction fees in installments. If you cancel or make certain changes to your Service plans, or your Services are otherwise terminated due to failure to comply with these Terms, before you have paid the entire construction fee, you agree to pay the outstanding construction fee balance as of the date of such change, cancellation or termination. Construction fees are subject to change.

## Total Highspeed, LLC Fiber Equipment

Total Highspeed, LLC Fiber may provide or rent various pieces of equipment to you in connection with the Services. In some cases, to use the provided equipment, you will need to review and agree to terms of service governing use of the equipment. If you lose or damage this equipment after

installation, Total Highspeed, LLC Fiber may charge you a fee for replacement. Equipment fees are subject to change.

Unless explicitly stated otherwise on our website, Total Highspeed, LLC Fiber owns all equipment provided by Total Highspeed, LLC Fiber in connection with the Services. From time to time, Total Highspeed, LLC Fiber may offer you equipment that you may purchase in connection with the Services under separate terms to be provided with such equipment.

You authorize Total Highspeed, LLC Fiber to install software upgrades on any equipment provided by Total Highspeed, LLC Fiber. You also agree not to use the Total Highspeed, LLC Fiber-owned equipment for any purpose other than using the Services.

## Using Total Highspeed, LLC Fiber Services

You agree not to misuse the Services, which includes using the Services for purposes that are illegal, are improper, infringe the rights of others, or adversely impact others' enjoyment of the Services. Examples of misuses and prohibited activities are set forth in our [Acceptable Use Policy for Residential Subscribers](#), which is incorporated into these Terms. You are responsible for all activity on the Services, whether such activity is undertaken by you or someone else.

If you are using the Services in a residence or other location you do not own or control (such as a hospital, hotel, etc.), you may have agreements related to the Services with property owners, managers, or other third parties outside these Terms; Total Highspeed, LLC Fiber is not a party to such agreements and therefore is not responsible for nor bound by such agreements.

## Resale and Redistribution

Except with respect to certain content authorized by Total Highspeed, LLC Fiber to be viewed, the Services are intended for the personal use of you and other occupants and guests within your residence. You agree not to resell or repackage the Services or otherwise make them available to anyone outside of your residence.

## Security

Total Highspeed, LLC Fiber makes an effort to keep its network secure, but no network security is perfect. While Total Highspeed, LLC Fiber may provide technical assistance to you, you are responsible for implementing appropriate security measures when using the Services, including taking whatever steps are necessary to ensure that your data is not accessed by unauthorized third parties. Total Highspeed, LLC Fiber is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

## Privacy

Total Highspeed, LLC Fiber takes your privacy seriously. You understand and agree that information provided to and collected by Total Highspeed, LLC Fiber in connection with the Services is subject to the Total Highspeed, LLC Privacy Policy and the Total Highspeed, LLC Fiber Privacy Notice.

## Billing and Payment

You agree to pay any and all applicable fees for the Services you purchase, whether ordered by you, someone authorized by you or someone with access to the Services pursuant to your Total Highspeed, LLC Fiber account.

Total Highspeed, LLC Fiber will send all bills and other required notices by email to the address associated with your account. You may also access this information through your online Total Highspeed, LLC Portal account. You agree to pay recurring monthly service fees in advance of the billing cycle in which you will receive the Services.

You authorize Total Highspeed, LLC Fiber to automatically collect payments of any and all fees associated with your use of the Services from your designated payment method. Total Highspeed, LLC Fiber will email a bill to the email address associated with your account. The bill will indicate the date the amount you owe will be collected via your designated payment method (which may be the same date your bill is sent if permitted by applicable laws). If payment is not received due to insufficient funds or for any other reason, Total Highspeed, LLC Fiber may, consistent with applicable laws, assess late payment fees and/or suspend or terminate the Services if payment is more than thirty (30) days past due. If you request that Total Highspeed, LLC Fiber reinstate any suspended or terminated Services, Total Highspeed, LLC Fiber may charge you a reconnection fee. You agree that Total Highspeed, LLC Fiber is not responsible for any third-party charges you may incur in connection with your Total Highspeed, LLC Payments account, credit card or other payment method.

In the event Total Highspeed, LLC brings suit to enforce any provision of this Note, then Total Highspeed, LLC shall be entitled the costs of collection including but not limited to reasonable attorney's fees and court costs.

Venue for disputes under this agreement subject to the arbitration provisions set forth below, shall be proper in the Circuit Court of Greene County, Missouri. This agreement shall be interpreted under the laws of the State of Missouri.

## Changing and Canceling Services; Termination

You may change or cancel the Services at any time, but you may be required to pay for certain construction fees that may have been waived when you signed up for the Service. (As noted above, any construction fee would have been disclosed to you during sign-up.) You may also be required to return some or all of the equipment. If you do not return this equipment, you may be required to pay a replacement fee.

When you change your Service by upgrading or downgrading your package, the fees will be prorated based upon the date that your Service changes.

If you request cancellation of all your Services, your Services will be available until the cancellation date you select. Once your service is disconnected, a credit for the remaining portion of the current billing cycle will be applied towards any remaining balance. Your Total Highspeed, LLC Fiber account will not be terminated until all billing obligations are resolved. If there is a credit balance at the time your account is terminated, it will be refunded to the last used payment method in your Total Highspeed, LLC Fiber account.

Total Highspeed, LLC Fiber reserves the right to terminate some or all of the Services it provides to you at any time, in its sole discretion without notice.

## Commitment to Online Safety

Total Highspeed, LLC Fiber is committed to online safety for minors, and Total Highspeed, LLC Fiber complies with all applicable laws related to protecting minors online. This includes reporting cases of child abuse or exploitation to the National Center for Missing and Exploited Children. You can access additional information about minors' online safety by visiting [www.ncmec.org](http://www.ncmec.org)

## Our Warranties and Disclaimers

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about the Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR IN A SEPARATE AGREEMENT PROVIDED TO YOU BY TOTAL HIGHSPEED, LLC FIBER OR AN AGENT THEREOF, NEITHER TOTAL HIGHSPEED, LLC FIBER NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES, INCLUDING ANY EQUIPMENT PROVIDED TO YOU BY TOTAL HIGHSPEED, LLC FIBER, ITS DISTRIBUTORS OR SUPPLIERS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE EQUIPMENT OR SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES AND EQUIPMENT "AS IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

### Liability for our Services

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF TOTAL HIGHSPEED, LLC FIBER, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, TOTAL HIGHSPEED, LLC FIBER, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

WHEN PERMITTED BY LAW, TOTAL HIGHSPEED, LLC FIBER, AND TOTAL HIGHSPEED, LLC FIBER'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

## Copyright Issues

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

## Businesses

If you wish to subscribe to any Services on behalf of a business, please visit Total Highspeed, LLC Fiber for Commercial accounts at <https://totalhighspeed.com/commercial/fiber-internet-service> for more information. Additional terms of service apply to use of the Services by a business.

## Disputes



PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

**Arbitration.** Total Highspeed, LLC Fiber and you agree to arbitrate all disputes and claims that arise from or relate to these Terms or the Services, except for claims arising from bodily injury. This agreement to arbitrate is intended to be broadly interpreted, including, for example:

- claims arising under any legal theory;
- claims for mental or emotional distress or other emotional/mental injury arising from the relationship between us;
- claims that arose before you accepted these Terms (such as claims related to disclosures or the marketing of the Services);
- claims that may arise after the termination of your use of the Services or any agreement between us; and
- claims brought by or against our respective subsidiaries, parent companies (including Total Highspeed, LLC whether or not it is a parent company at the time of the dispute), members, as well as the respective officers, directors, employees, agents, predecessors, successors, and assigns of these entities, you, and Total Highspeed, LLC Fiber.

This arbitration agreement does not preclude either you or Total Highspeed, LLC Fiber from bringing an individualized action in small claims court. It also does not preclude either of us from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration, in any court that has jurisdiction. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Total Highspeed, LLC Fiber on your behalf.

You agree that, by entering into this agreement, we are each waiving the right to a trial in a court or to participate in a class or representative action. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

**Notice of disputes.** If either of us intends to seek arbitration of a dispute, that party must provide the other with notice in writing. The notice to Total Highspeed, LLC Fiber should be sent to Total Highspeed, LLC at the following address ("Total Highspeed, LLC Fiber Notice Address"):

Total Highspeed, LLC  
1091 W Kathryn St.  
Nixa, MO 64714

Arbitration procedures. The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org). If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute. Unless we agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence (or principal place of business if you are a small business). If the value of your claim is \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing. If the value of your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on

which the award is based. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of this arbitration provision or the arbitrability of disputes are for the court to decide. The arbitrator may consider but is not bound by rulings in other arbitrations between Total Highspeed, LLC and Total Highspeed, LLC residential subscribers. The arbitrator can award the same individualized damages and relief that a court can award. Judgment on the award may be entered by any court having jurisdiction.

Costs of arbitration. The AAA's fee schedule is subject to change and may be found in the AAA Rules (available online at [www.adr.org](http://www.adr.org)). Total Highspeed, LLC Fiber will pay all AAA filing, administrative, and arbitrator fees for any arbitration that Total Highspeed, LLC commences. If you provided Total Highspeed, LLC Fiber with 30 days' notice of your intent to arbitrate before commencing arbitration and the value of your claim is \$75,000 or less, Total Highspeed, LLC Fiber will pay your share of any such AAA fees. If the value of your claim is between \$75,000 and \$300,000, your share of any such fees will be capped at \$200 (unless the law of your state requires Total Highspeed, LLC Fiber to pay all such fees). And if the value of your claim exceeds \$300,000, the allocation of AAA fees will be governed by the AAA Rules (unless the law of your state requires Total Highspeed, LLC Fiber to pay all such fees). If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules. In such cases, the arbitrator may direct you to reimburse Total Highspeed, LLC Fiber for amounts that Total Highspeed, LLC Fiber paid on your behalf.

No class arbitration. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND TOTAL HIGHSPEED, LLC FIBER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all affected parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

30-Day Opt-Out Period. IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION AND CLASS-ACTION WAIVER PROVISIONS IN THIS DISPUTES SECTION, YOU MUST NOTIFY TOTAL HIGHSPEED, LLC BY PHONE OR IN PERSON WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THESE TERMS (UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW).

Future changes to arbitration provision. If Total Highspeed, LLC Fiber makes any changes to this Disputes section of these Terms (other than a change to the address at which Total Highspeed, LLC Fiber will receive notices of dispute), you may reject any such change by contacting Total Highspeed, LLC either by phone or in person. It is not necessary to reject a future change to this arbitration provision if you had properly opted out of this arbitration provision within the first 30 days after you accepted these Terms. By rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject.

## Changes To These Terms

We may modify these Terms to, for example, reflect changes to the law or changes to our Services. You should look at the Terms regularly. We'll post notice of modifications to these terms on this page by indicating the date the Terms are last modified. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service, changes regarding the launch of a new Service, or changes made for



legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service and contact us to change or terminate your Services.

## Network Management

We use various network management techniques to protect our network, systems, equipment, services and users from harm, ensure reliable, quality services to our users, and improve our services. Please see the [Network Transparency Statement for Total Highspeed, LLC Internet Services](#) for more information.