



# TERMS & CONDITIONS: ELECTRONIC DISCLOSURE

## for Customers to Receive Disclosures Electronically

Last Updated: September, 20 2018

These Terms and Conditions serve as a formal legal Agreement between NUSO and the Customer in order to the Customer to Receive Communications Electronically from NUSO and the terms and conditions as stated herein addresses the circumstances under which you agree to receive, in electronic form, information that we are required by law to provide to you in writing (for example, Truth-in-Billing disclosures, NUSO program documentation updates, notices, FCC disclosures, and or other disclosures) which we may choose to send to you in our sole discretion even if such documentation is posted on our web site but may not be provided to you in email and/or hard copy in connection with your Customer account and the use of our Service.

For the purposes of these terms and conditions, the words "you" and "your" mean the Customer and/or its end users or the Services. The words "we," "us," and "our" means NUSO. "Account(s)" mean the account(s) you have with us. "Communications" means any account; terms and conditions, agreements or amendments thereto, monthly billing or Service account statements, authorization, disclosure, notice, responses to claims, call detail usage history, or other information related to the Service that NUSO provides to the Customer Account(s), including but not limited to information that we are required by law to provide to you in writing.

We are required to obtain your consent before delivering Communications electronically. You understand that your consent also permits us to electronically deliver to you, initially and on an ongoing basis, all future Communications related to your Account(s) with us. Please read this Agreement carefully before giving consent.

### 1. Consent to Receive Disclosures Electronically and Scope of Consent.

By signing the NUSO Business Customer Terms & Conditions of Service and Use, by your execution of a Service Order Form as accepted by NUSO and by using our Service, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your usage, our policies, procedures and program documents in accordance with your Account(s) with us in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- Monthly billing or account invoices for your Account(s)
- Legal and regulatory disclosures and Communications associated with the Service. As an example, we may make available electronically disclosures required by the Truth-in-Billing
- Notices or disclosures about a change in the terms of your Account or associated fees or charges
- Privacy policies and notices
- Other Communications we may include from time to time as part of the electronic delivery of statements and notices program
- Any and/or all disclosures (including the items referenced above) that we are legally required to send to directly. In the event the information is not required by law to be electronically sent to you, such notice, change or amendment to any of our Services will be updated and posted on the NUSO corporate website.

### 2. Method of Providing Communications to You in Electronic Form:

All Communications that we provide to you in electronic form will be provided either (1) via Email; (2) by access to a web site that we will designate in an Email notice we send to you at the time the information is available; (3) to the extent permissible by law, by access to a web site that will generally be designated in advance for such purpose; (4) by requesting you download a Portable Document File (PDF) containing the Communication.



### **3. How to Withdraw Consent:**

You may withdraw your consent to receive certain communications in electronic form at any time by emailing us at [serviceorders@nuso.cloud](mailto:serviceorders@nuso.cloud) or by providing a written notice to us at 2465 Centerline Industrial Dr, Maryland Heights, MO 63043. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal and will mean that you will no longer receive electronic Communications. However if you do withdraw your consent to receive electronic notifications from us and/or in a manner which we prescribe to contact you; you may miss critical communications from us regarding the Service, our policies and procedures any material changes to our system and Service(s).

### **4. Valid Email Address:**

We will send you an email notification when your electronic Communication is available for viewing at <http://nuso.cloud>. You agree to provide us with; and, maintain a valid email address at all times. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive email address that you have provided.

### **5. Hardware and Software Requirements:**

In order to access, view, and retain electronic Communications that we may make available to you, you must have an Internet-capable computer with updated versions of any one of the following web browsers: Internet Explorer, Firefox, Chrome (Windows or Mac), or Safari (Windows or Mac); cookies and JavaScript enabled in your web browser; sufficient electronic storage capacity on your computer's hard drive or other storage unit; and an e-mail account with an internet service provider. You must also be able to view files in PDF format as supported by version of Adobe Acrobat Reader or a compatible pdf. reader. In addition, you must have a printer capable of printing any Communications that are made available on our website and/or e-mailed to you. Alternatively, you must have and maintain the ability to electronically save and visually display on your computer screen any Communications that are made available on our website and/or e-mailed to you.

By maintaining access to internet service providers and electronic e-mail you may incur charges from internet service providers. NUSO will not be responsible for the costs associated with electronic access; these costs are your responsibility. You understand, affirm and agree that we do not make any warranties on equipment, hardware, software, the performance of your internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness of any particular purpose.

### **6. Your Right to Receive Paper Communications:**

We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by contacting us by telephone at 1-844-438-6876, or by writing to us at NUSO, LLC, 2465 Centerline Industrial Dr, Maryland Heights, MO 63043 and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic communication to you. A fee to request paper copies of Communication may be imposed as a reasonable charge to you based on the paper communication sent to you; not to exceed \$10.00 per communication.

### **7. Communications in Writing:**

All Communications in either electronic or paper format from us to you will be considered in written form or as more commonly referred to as "in writing". You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

### **8. Federal Law:**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (ESIGN), "Act," and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means when you sign the NUSO initial Quotation for



Service; Service Order Form and the NUSO Business Customer Terms & Conditions of Service and Use.

**9. Termination/Changes:**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**10. Changes.**

NUSO reserves the right, at its sole discretion, to change these terms and conditions at anytime. Any changes will be effective immediately. Please check back frequently for changes. You will be able to see that changes have been made by checking to see the effective date posted at the top of these terms and conditions. If we make any significant changes in our policies and procedures we will post a prominent notice on our website notifying you of the change and/or we may choose to email you directly (if you have opted to receive emails from us), by hard copy mail or any other means NUSO determines at its sole discretion. However your continued use of the Website thereafter constitutes your ongoing agreement to all such changes NUSO makes.

**11. Contact.**

Please feel free to contact NUSO at any time should you have any questions regarding these terms and conditions. You can call NUSO Customer Service at 1-844-438-6876, email NUSO at [serviceorders@nuso.cloud](mailto:serviceorders@nuso.cloud) or send us hard copy mail at the address of 2465 Centerline Industrial Dr, Maryland Heights, MO 63043.

**12. Agreement:**

By having signed the NUSO Disclaimer at the time which you signed other NUSO program and Service documents to initiate your Service you have provided your affirmation and acceptance that you consent to receive, and acknowledge that you can receive, access and retain electronic communications. By virtue of your signature on the NUSO program and Service documents you acknowledge that you have read and agree to the terms in this NUSO ELECTRONIC DISCLOSURE STATEMENT TERMS AND CONDITIONS and that your computer system meets the minimum system requirements as described herein this document.