

NEXLINK COMMUNICATIONS INC.

Customer Terms & Conditions

The agreement between you and NexLink for your internet service.

Document	Version	Effective	Review by
NX-TC-001	Interim 1.0	10 July 2026	10 July 2027

◆ **NOTE** *Interim version, in force from 10 July 2026. Adopted for immediate use and pending review by NexLink's attorney; terms may be updated. This document reflects generally accepted WISP practice and the Guyana Data Protection Act 2023. The current version is always at nexlinkonline.com.*

1. The agreement

- 1.1 These Terms govern the fixed wireless internet service NexLink Communications Inc. ("**NexLink**", "we") provides to you. They incorporate the Service Level Agreement, Acceptable Use Policy, Network Management disclosure, Privacy Notice, and the Installation & Rooftop Access Agreement.
- 1.2 By signing an application, or by using the Service, you accept these Terms.
- 1.3 If any document conflicts with these Terms on a point, these Terms prevail, except that the Acceptable Use Policy prevails on acceptable use and the Privacy Notice prevails on personal data.

2. Becoming a customer

- 2.1 Service depends on a successful line-of-sight survey. We may decline an application if we cannot deliver an adequate signal.
- 2.2 You must give accurate information and valid identification, and you must be the owner of the premises or have the owner's permission for the installation.

3. Installation and equipment

- 3.1 We install a radio, antenna, mounting, and cabling ("**NexLink Equipment**") at your premises. Unless we agree otherwise in writing, the NexLink Equipment remains our property.
- 3.2 The Installation & Rooftop Access Agreement governs mounting, access, and safety. Installation is quoted after the survey.
- 3.3 You must not move, modify, or let anyone other than us service the NexLink Equipment. You are responsible for loss of or damage to it other than fair wear and tear.
- 3.4 On termination, you must allow us to recover the NexLink Equipment, or pay its replacement value if it is not returned in working order.

◆ **NOTE** *Interim default value, adopted for immediate use and subject to legal review.*

4. Charges and payment

- 4.1 You pay the monthly fee for your plan in advance, plus any one-time installation or relocation charge quoted to you. Prices are in Guyanese dollars and are exclusive of any applicable tax unless stated.
- 4.2 Payment is due by the date on your invoice. You can pay through the billing portal, by mobile money, or in person at our office.
- 4.3 If payment is overdue we may, after notice, suspend the Service. Reconnection may attract a fee. Billing continues during suspension for non-payment unless we agree otherwise.
- 4.4 We may change prices on **30 days' notice**. If a change increases your recurring fee, you may terminate without penalty before it takes effect.

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5. Your service

- 5.1 We aim to provide the Service to the standards in the SLA. Fixed wireless performance depends on the radio path, which weather and new obstructions can affect.
- 5.2 Speeds are "typical", as published on each plan's Broadband Facts label, and are not a guaranteed minimum unless you buy a dedicated business circuit.
- 5.3 There are no data caps and no volume-based throttling. We manage the network as described in the Network Management disclosure.

6. Your responsibilities

- Use the Service lawfully and within the Acceptable Use Policy.
- Keep the NexLink Equipment powered, safe, and accessible for repair.
- Keep a clear line of sight by managing trees and obstructions on your property.
- Keep your contact details current and pay on time.
- Secure your own Wi-Fi and devices.

7. Moving, changing, and transferring

- 7.1 To change plan, move premises, or transfer the account, use the forms on nexlinkonline.com. A relocation needs a fresh survey and may attract a charge. A transfer needs both parties' consent and settlement of any balance.

8. Suspension and termination

- 8.1 You may terminate on 30 days notice. There is no fixed contract term unless you have agreed a promotional plan that says otherwise.
- 8.2 We may suspend or terminate immediately for a serious breach of these Terms or the AUP, for unlawful use, or for a threat to the network.
- 8.3 We may terminate for convenience on 30 days notice, refunding any prepaid fee for service not yet delivered.

8.4 On termination you must pay what you owe and allow recovery of the NexLink Equipment.

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9. Liability

9.1 Nothing in these Terms excludes liability that cannot lawfully be excluded, including for death or personal injury caused by our negligence.

9.2 We are not liable for indirect or consequential loss, for loss of profit or business, or for loss arising from matters outside our reasonable control.

9.3 Subject to clause 9.1, our total liability in any 12-month period is limited to the charges you paid us in that period. Your remedy for missed service levels is the SLA service credit.

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10. Privacy

We handle your personal data in accordance with our Privacy Notice and the Data Protection Act 2023.

11. Complaints

If something goes wrong, our Complaints & Escalation Procedure explains how to raise it and how to escalate, including to the sector regulator.

12. General

12.1 We may update these Terms on notice. Material changes to your disadvantage let you terminate without penalty before they take effect.

12.2 These Terms are governed by the laws of Guyana, and the courts of Guyana have jurisdiction.

12.3 If any clause is unenforceable, the rest stands.

Signatures

For NexLink Communications Inc. — name, title, date

Customer — name, account number, date