

READYMADE SERVICE TERMS AND CONDITIONS

Last Updated: July 29, 2026

These Readymade Service Terms and Conditions ("Terms") govern Customer's access to, and use of, the Readymade service (the "Service") provided by NeoNova Network Services, LLC d/b/a NRTC Managed Services ("NRTC Managed Services", "we", "us" or "our"). By creating an account, accessing the Service, clicking "I Agree," or otherwise using the Service, Customer agrees to be bound by these Terms.

1. SERVICE DESCRIPTION

Readymade is a subscription-based marketing platform designed to assist communications providers with the creation, customization, management, and deployment of marketing materials and related content.

The Service may include templates, marketing content, branding tools, campaign management functionality, reporting features, support services, and other functionality made available by NRTC Managed Services from time to time. NRTC Managed Services reserves the right to modify, enhance, or discontinue features of the Service.

2. CUSTOMER ACCOUNT

Customer must establish an account to access the Service. Customer is responsible for all activities occurring under its account. For example, Customer is responsible for:

- Maintaining the confidentiality of account credentials;
- Restricting access to Authorized Users; "Authorized User" means an individual employee of Customer who has been authorized by Customer to access and use the Service solely on Customer's behalf and for Customer's internal business purposes. Authorized Users shall not include independent contractors, consultants, agents, affiliates, customers, vendors, marketing agencies, or any other third parties unless NeoNova has expressly authorized such access in writing. Customer is responsible for ensuring that access credentials are used only by its Authorized Users and shall not permit the sharing, transfer, or use of user accounts by any person who is not an Authorized User.
- Promptly notifying NRTC Managed Services of any unauthorized use of the account; and
- Ensuring information associated with the account remains accurate and current.



3. SUBSCRIPTION AND FEES

Customer shall pay the applicable subscription fees established by NRTC Managed Services for access to the Service. Unless otherwise specified:

- Subscription fees are billed monthly.
- Payment terms are net thirty (30) days from invoice date.
- Fees are non-refundable except as expressly stated by NRTC Managed Services.

NRTC Managed Services may change subscription pricing upon at least thirty (30) days' prior notice.

4. TERM AND TERMINATION

These Terms commence when Customer first accesses the Service and continue until terminated. Either party may terminate the Service upon thirty (30) days' prior written notice. NRTC Managed Services may suspend or terminate access immediately for:

- Non-payment;
- Violation of these Terms;
- Fraudulent or unlawful activity; or
- Activity that threatens the security or operation of the Service.

Upon termination:

- Customer's right to access and use the Service immediately ceases; and
- Any accrued payment obligations survive termination.

5. CUSTOMER CONTENT

Customer may provide information, logos, trademarks, brand standards, pricing information, product descriptions, marketing content, images, and other materials ("Customer Content") for use in connection with the Service. Customer retains ownership of Customer Content. Customer grants NRTC Managed Services and its affiliates a non-exclusive, royalty-free license to use, reproduce, modify, display, and distribute Customer Content solely as necessary to provide, maintain, improve, and support the Service. Customer represents and warrants that:

- It owns or possesses all rights necessary to provide Customer Content;
- Customer Content does not infringe the rights of any third party; and
- Customer Content complies with applicable law.

6. READYMADE CONTENT AND INTELLECTUAL PROPERTY

The Service, platform, templates, software, workflows, documentation, graphics, designs, content libraries, and all related intellectual property are owned by NRTC Managed Services, its affiliated entity, The Pivot Group, LLC (“Pivot”) their licensors, or affiliated entities. Except for the limited rights expressly granted herein, no ownership interest or intellectual property rights are transferred to Customer. Customer shall not:

- Copy, reproduce, reverse engineer, decompile, or disassemble the Service;
- Create derivative works based on the Service;
- Remove proprietary notices;
- Use the Service for the benefit of third parties; or
- Permit unauthorized access to the Service.

7. ACCEPTABLE USE

Customer shall use the Service only for lawful business purposes. Customer shall not:

- Upload malicious code;
- Attempt unauthorized access to systems or accounts;
- Interfere with operation of the Service;
- Use the Service in violation of applicable law; or
- Use the Service to transmit unlawful, defamatory, fraudulent, or misleading content.

8. SUPPORT AND SERVICE CHANGES

NRTC Managed Services will provide reasonable support for the Service as determined by NRTC Managed Services from time to time. The Service is offered on a commercially reasonable efforts basis and NRTC Managed Services does not guarantee uninterrupted availability.

9. PRIVACY

Customer's use of the Service is subject to the Readymade Privacy Policy, which is incorporated into these Terms by reference.

10. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of non-public business, technical, financial, and proprietary information received from the other party and to use such information solely in connection with the Service. This obligation shall not apply to information that:

- Is publicly available through no fault of the receiving party;
- Was lawfully known prior to disclosure;
- Is independently developed without use of confidential information; or
- Is lawfully obtained from a third party.

11. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." NRTC MANAGED SERVICES DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR RESULTS. NRTC MANAGED SERVICES DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF SECURITY VULNERABILITIES.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION; AND (B) NRTC MANAGED SERVICES TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO NRTC MANAGED SERVICES FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. INDEMNIFICATION

Customer shall defend, indemnify, and hold harmless NRTC Managed Services, Pivot, its parent company National Rural Telecommunications Cooperative ("NRTC"), their affiliates, and their respective officers, directors, employees, and agents from any third-party claims arising from:

- Customer Content;
- Customer's use of the Service;
- Customer's violation of these Terms; or
- Customer's violation of applicable law.

14. AFFILIATED SERVICES

NRTC Managed Services may utilize affiliated companies, including The Pivot Group, LLC and other NRTC affiliates, in connection with the provision, support, maintenance, enhancement, or operation of the Service.

15. CHANGES TO TERMS

NRTC Managed Services may modify these Terms from time to time. Material changes will be communicated through the Service or by email. Continued use of the Service after such changes become effective constitutes acceptance of the revised Terms.

16. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to conflict of law principles.

17. DISPUTE RESOLUTION

Any dispute arising out of or relating to these Terms shall be resolved by binding arbitration administered by the American Arbitration Association in Herndon, Virginia. Either party may seek temporary or permanent injunctive relief from a court of competent jurisdiction to protect confidential information or intellectual property rights.

18. MISCELLANEOUS

These Terms constitute the entire agreement between the parties regarding the Service. If any provision is determined to be unenforceable, the remaining provisions shall remain in full force and effect. Failure to enforce any provision shall not constitute a waiver. Customer may not assign these Terms without NRTC Managed Service's prior written consent. NRTC Managed Services may assign these Terms to an affiliate or successor without Customer consent.