

**(g) ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO ZIPLY FIBER'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.**

**(h) THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.**

## INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Ziplly Fiber Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

## ZIPLY FIBER COMMUNICATIONS PRIVACY POLICY

Protecting the privacy of our customers is important to Ziplly Fiber. This privacy policy is designed to inform you about how we collect, use, share, and protect the information of customers of our consumer and residential services, namely our high-speed Internet, home phone, multichannel video, Wi-Fi Hot Spot, and Ziplly Fiber Secure services. It also governs the information we collect when you visit our website and describes certain choices we provide to our customers regarding the use of their information. This policy does not govern the services we offer to businesses. Please note that separate privacy policies may apply to the services of other providers that you purchase from us. We encourage you to review the privacy policies and practices of such other providers.

### What Information We Collect and How We Collect It

We collect certain information when you use our products, services, and websites, as well as when you communicate with us.

**Information You Provide to Us.** We collect information you provide to us, such as your name and contact information, driver's license number, Social Security Number, and payment information. We also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

**Information Related to Your Use of Our Services.** We also collect information about how you use our products and services. This information may include call records, the websites you visit, information about the devices you use in connection with our services, your bandwidth usage, and your TV and other video viewership, including movie rental and purchase data.

**Information Collected When You Use Our Websites and Mobile Apps.** We collect certain information when you visit a Ziplly Fiber website or use a Ziplly Fiber mobile app, including information about your operating system and browser, IP address and device identification numbers, and web addresses of the websites you come from and go to next.

Ziplly Fiber, or third-party analytic companies acting on Ziplly Fiber's behalf, also may use cookies, web beacons, and other tracking mechanisms to collect information while you visit our websites. A cookie is a small data file placed in your browser. Web beacons are small, clear graphic images. Mechanisms such as these allow for the collection of information about your interactions with our websites. We also may receive demographic information about you, or information regarding your interests, from third-party analytics companies that use cookies and other tracking mechanisms.

Ziplly Fiber also allows third-party advertising companies to display ads when you visit our websites. These companies may use information about your visits to our and other websites—but not your name, address, email address, or telephone number—to provide advertisements about goods and services of interest to you. As described below, you have choices available to you regarding the use of your information for advertising. In addition, some browsers have incorporated "Do Not Track" mechanisms. Most of these mechanisms, when turned on, send a signal to the website or online service indicating that the user does not wish to be tracked online. However, because the providers of "Do Not Track" and similar signals do not yet operate according to common, industry-accepted standards, we currently do not respond to those signals. For more information about Do Not Track mechanisms, see <http://allaboutdnt.com>

**Information from Third Parties.** At times, we receive information about our customers from third parties, such as credit information from credit reporting agencies, when you purchase products or apply for service. We also may receive marketing and other information, including but not limited to demographic information, about you from third parties. If you rent your residence, we may have a record of whether the landlord's permission was required to install our facilities, as well as the landlord's name and contact information. In addition, we may obtain information from other service providers when you purchase certain services from us. If you use social media credentials to login or interact with a Ziplly Fiber website, mobile app, or Ziplly Fiber's social media pages, we may collect information about your social media profile. You can control the data we receive in this manner through the controls available in your social media account settings.

**When You Contact Us.** When you contact us or we contact you, we may monitor or record the communication, and keep records of and about the communication, so that we can provide better service. We will inform you during such a call that the call might be monitored or recorded.

### How We Use and Share the Information We Collect

We use the information we collect about customers to provide, manage, and improve the services we offer; bill and collect for our services; to better understand our customers and market our services, as well as to deliver relevant advertising; respond to customer questions and concerns; and to manage, repair, and protect our network.

We or third parties acting on our behalf use the information collected from cookies and other tracking mechanisms to customize your experience and gather information about how you navigate our website. For example, cookies and other tracking mechanisms allow us to remember you when you visit our websites, deliver relevant advertising to you, market our services on our websites and on third-party websites, and keep track of your online ordering and account information. We may share personal information with third-party agents and vendors that perform services on our behalf as necessary for them to perform these services. Ziplly Fiber requires such agents and vendors to use this information only as we direct, and to protect it consistent with this policy.

In addition, we may share information with other providers when you purchase their services from us.

We also may share your information (1) with your permission, (2) as required by law, including in response to a duly-served subpoena or other government request for information, (3) to investigate or defend against third-party claims or allegations, (4) to protect our rights, property, and personal safety, or that of our customers or others, or (5) as part of any merger, acquisition, sale of company assets or transition of service to another provider. We do not otherwise share your personal information. We may, however, share anonymous or aggregate information with third parties, including to improve how we provide service to existing and potential customers.

### How You Can Limit the Sharing and Use of Your Information.

We provide you several choices regarding how we use and share your information.

**Customer Proprietary Network Information.** You may limit our use and sharing of a certain type of customer information, known as Customer Proprietary Network Information, or "CPNI." CPNI is information that relates to the type, quantity, destination, technical configuration, location, amount of use, and related billing information of your telecommunications services. Protecting the confidentiality of your CPNI is your right and our duty under federal law. You can limit the use and sharing of your CPNI for marketing services other than the ones we currently provide to you by calling us **1.866.699.4759** or visiting [www.zipllyfiber.com/cpni](http://www.zipllyfiber.com/cpni).

Any restriction of our use of your CPNI will stay in effect until you notify us otherwise. If you choose to restrict access to your CPNI, your service will not be affected and you will continue to receive the same high quality services from us. Please note that restricting our use of your CPNI will not eliminate all of our marketing contacts with you, as you may still receive marketing contacts that are not based on your restricted CPNI. Ziplly Fiber takes the privacy of customer information seriously and appreciates the opportunity to provide high quality communications services to you. Other choices regarding marketing contacts are described below. We do not disclose CPNI to third parties, other than affiliated companies or their agents, without your consent, except as required or allowed by law.

**Information Used for Online Advertising.** If you would like more information about interest-based advertising, or about ways in which you can prevent companies from using this information, you can visit <https://optout.networkadvertising.org/?c=1>. In addition, you can manage cookies by using features and functions available on most Internet browsers, for example by deleting or disabling cookies. Please note that disabling cookies may prevent you from using specific features on our websites and other websites.

**Do Not Call.** Federal "Do Not Call" laws allow you to place your phone number on the National Do Not Call List to prevent telemarketing calls to your phone number. Certain states have similar laws and maintain their own lists. Ziplly Fiber also maintains an internal Do Not Call List. To view our Do Not Call Policy in its entirety, click here - <https://zipllyfiber.com/-/media/corporate/policies/do-not-call.ashx?la=en>.

**Marketing E-Mails.** You can limit the use and sharing of your CPNI for marketing services other than the ones we currently provide to you by calling us at 1.866.699.4759 or visiting [www.zipllyfiber.com/cpni](http://www.zipllyfiber.com/cpni).

## How We Protect Your Information

We use reasonable technical, administrative, and physical safeguards to protect against unauthorized access to, use of, or disclosure of the personal information we collect and store. No program is 100% secure, however. As a result, we cannot guarantee that we will prevent every unauthorized attempt to access, use, or disclose personal information. Personally identifiable and other sensitive records are retained only as long as reasonably necessary for business, accounting, tax, or legal purposes.

## Information about the Cable Act

To the extent that Section 631 of the Communications Act of 1934, as amended (the "Cable Act") applies to services you purchase, it entitles you to know certain information about the personally identifiable information a cable service provider collects. Under the Cable Act, you are entitled to know the nature of the personally identifiable information we collect; how we may use this personally identifiable information; under what conditions and circumstances we may disclose personally identifiable information and to whom; how long we maintain personally identifiable information; how you may obtain access to your personally identifiable information; and your rights under the Cable Act concerning the collection and disclosure of personally identifiable information and your right to enforce limitations provided by federal law. (Personally identifiable information is information that identifies a particular person; it does not include aggregate data that does not identify a particular person.)

The Cable Act permits Ziplly Fiber to use the Ziplly Fiber TV, Vantage and FiOS cable systems to collect personally identifiable information necessary to render our cable service or other services or to detect unauthorized reception of cable communications. The Cable Act prohibits us from using our cable system to collect personally identifiable information about any subscriber for any other purpose without the subscriber's prior written or electronic consent. Ziplly Fiber considers the personally identifiable information contained in our business records to be confidential. We are, however, authorized under the Cable Act to disclose personally identifiable information if the disclosure is necessary to provide or conduct a legitimate business activity related to Ziplly Fiber's cable service or other services provided over our facilities.

We may be required by law to disclose personally identifiable information about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order or search warrant. The Cable Act requires that we disclose personally identifiable information (including the selection of video programming) to a third party or governmental entity in response to a court order. In the event the court order is sought by a nongovernmental entity, we are required to notify our subscriber of the court order. If the court order is sought by a governmental entity, the Cable Act requires that the subscriber be afforded the opportunity to appear and contest any claims made in support of the court order.

We may also be required by federal law to disclose certain subscriber record information (but not records revealing the selection of video programming) to comply with valid legal process, such as warrants, court orders or subpoenas without any subscriber notice or consent to such disclosure. The Cable Act permits cable operators to disclose subscriber name and address information to other parties, but only after providing subscribers with the opportunity to limit or prohibit such disclosure.

It is Ziplly Fiber's policy not to disclose any personally identifiable information about our cable subscribers to others outside of Ziplly Fiber and its affiliates, vendors and business partners, unless our subscribers provide prior consent or we are required to do so by law. Before Ziplly Fiber ever makes such mailing lists available to others outside of Ziplly Fiber and its affiliates, vendors and business partners, we will provide our subscribers with notice and an opportunity to prohibit or limit such disclosure. If you believe that your privacy rights have been violated, please contact us at [privacy@FTR.com](mailto:privacy@FTR.com) immediately. We will take immediate steps to address your concerns. If you believe that you have been aggrieved as a result of our violation of the Cable Act, you may enforce the limitations imposed on us by the Cable Act through a civil lawsuit seeking damages, attorney's fees and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws, as well.

## Links to Non-Ziplly Fiber Websites and Content

Our websites and apps may contain links to websites and apps managed and controlled by entities other than Ziplly Fiber. For example, through our Ziplly Fiber Games websites, we provide the ability to download thousands of online games. We are not responsible for the content on those websites and apps, or their privacy policies and practices. We encourage you to review the privacy policies and practices of such websites and apps.

## Children's Privacy

We do not knowingly collect any information from children under 13.

## Changes to This Privacy Policy

We may make changes to this policy from time to time and encourage you to periodically review this policy for any such changes. We will notify you of any material changes by posting a notice on our website home page and the privacy policy page 30 days before any change takes effect.

## Contact Us

If you have questions or concerns related to our privacy policy or information practices, e-mail us at [Legal@ziplly.com](mailto:Legal@ziplly.com) or contact us at Ziplly Fiber Headquarters, PO Box 1127, Everett, WA. 98206. The information included in this Annual Notice, on <https://zipllyfiber.com/helpcenter/categories/tv/fiber-tv/channel-guides-fiber-tv-residential> or on the sites referenced, including service, programming and pricing information, is current as of November 20, 2020, and may be subject to change. Please visit [www.zipllyfiber.com](http://www.zipllyfiber.com) for the most up-to-date information. © 2021 Ziplly Fiber OR (11/20)



## ZIPLY FIBER TV CUSTOMER NOTICE

This document includes important information about Ziplly Fiber TV service. Additional information, as well as the Ziplly Fiber TV Terms of Service, are available at [www.zipllyfiber.com](http://www.zipllyfiber.com). To the extent any provision in this document conflicts with the Ziplly Fiber TV Terms of Service or Ziplly Fiber's Privacy Policy posted on <https://zipllyfiber.com/corporate/policies> The posted Terms and Conditions and Privacy Policy apply.

THIS NOTICE REQUIRES THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW.

Ziplly Fiber places the highest priority on superior customer service. This Ziplly Fiber TV Notice provides important information about your Ziplly Fiber TV service and Ziplly Fiber's policies and procedures.

## Contacting Customer Service

- Technical support is available twenty four (24) hours a day, seven (7) days a week toll free at **866.947.5995**.
- For customer ordering, billing, and other inquiries, please call 866.699.4759. Representatives are available 8 am - 10 pm Monday - Friday, and 8 am - 6 pm Saturday and Sunday.

## Products and Services, Pricing, Fees and Programming Options

Ziplly Fiber TV customers have access to a variety of programming packages, premium content, On Demand and Pay Per View titles, as well as Ziplly TV equipment and recording/storage options. Ziplly Fiber TV equipment allows customers to enjoy the full potential of Ziplly Fiber TV, including our Interactive Media Guide, On Demand Library, Parental Controls and HD programming. Customers who connect to the Ziplly Fiber TV network without Ziplly Fiber TV equipment will not be able to receive all Ziplly Fiber TV programming and features. Cable CARD technology allows access to the encrypted HD and standard-definition digital channels on Ziplly Fiber TV, but will not support advanced Ziplly Fiber TV features. Please note that our equipment may not support certain features and functions of older televisions and recording equipment. Detailed information, including pricing, fees and conditions of subscription, is available at <https://zipllyfiber.com/helpcenter/categories/tv/fiber-tv/channel-guides-fiber-tv-residential> or by calling **1.866.699.4759**

## How to use Ziplly Fiber TV

Visit <https://zipllyfiber.com/helpcenter/categories/tv/fiber-tv/channel-guides-fiber-tv-residential> for information on how to use your Ziplly Fiber TV service, including remote control and search functions, the Interactive Media Guide, recording functions, On Demand and Pay Per View programming and Parental Controls. A variety of information is also available by using the Menu button on your Ziplly Fiber TV remote to access the Help Menu.

**ZiPLY Fiber TV Channel Lineup**  
Visit <https://ziplyfiber.com/helpcenter/categories/tv/fiber-tv/channel-guides-fiber-tv-residential> for the most current channel lineup.

**Installation and Maintenance**  
A ZiPLY Fiber technician will install your service, as well as any additional TV outlets or wiring that may be needed. For details, rates and policies associated with professional installation, contact us at **1.866.699.4759** or go to <https://ziplyfiber.com/helpcenter/categories/tv>.

You can easily troubleshoot ZiPLY Fiber TV issues by utilizing the Customer Support Menu on your Interactive Media Guide or going to <https://ziplyfiber.com/helpcenter/categories/tv>. You can also contact technical support at **1.866.947.5995**. If the representative is unable to resolve your issue, a service call or appointment may be setup at your convenience. A service charge may apply.

**Billing, Payment and Service Credit Information**  
ZiPLY Fiber will provide you with a monthly bill for your ZiPLY Fiber TV service that is accurate and easy to understand. Billing is based on a 30-day billing cycle. Recurring charges for each month's services will be billed one month in advance. Nonrecurring and usage-based charges for services generally will be billed in the billing cycle following the transaction. You should remit payment by the due date indicated on your bill. If full payment is not received by the indicated due date, a late fee may be assessed and service may be suspended or terminated. As of the print date of this notice, the late fee is the higher of 1.0% of the delinquent balance or \$9. However, this charge may change. Please refer to your monthly invoice for the current applicable late payment charge. You will also be charged a fee for any check or other form of payment returned unpaid by a financial institution for any reason.

If you believe you have been billed in error for service, please notify us within sixty (60) days of the billing date by contacting ZiPLY Fiber customer care at 1.866.699.4759. ZiPLY Fiber will not issue refunds or credits after the expiration of this sixty (60) day period, except where required by law.

In the event of a ZiPLY Fiber TV service outage or service interruption, you may be entitled to a service credit, typically calculated as a prorated amount of your current monthly bill. In most instances, you must promptly report the outage to us in order to qualify for this credit.

**Resolving Customer Service, Billing and/or Technical Service Issues**  
If you have customer service or billing issues, you can contact ZiPLY Fiber's customer care center at 1.866.699.4759. If you have technical questions or complaints regarding your ZiPLY Fiber TV service, please contact ZiPLY Fiber TV technical support team at 1.866.947.5995. If you are dissatisfied with our resolution of your ZiPLY Fiber TV complaint, you may contact your local video franchising authority to discuss your concerns.

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|-----------------------|---|
| Clackamas County..... | 2051 Kaen Road<br>Oregon City, OR 97045<br>503.742.5903<br>Attn: Cable Communications Manager |
| Dundee.....           | 620 SW 5th Street<br>Dundee, OR 97115<br>503.538.3922<br>Attn: City Administrator             |

|                    |  |
|--------------------|--|
| Happy Valley ..... | 16000 SE Misty Drive<br>Happy Valley, OR 97086<br>503.783.3800<br>Attn: City Manager |
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|-------------------|--|
| McMinnville ..... | 230 NE 2nd Street<br>McMinnville, OR 97128<br>503.434.7302<br>Attn: City Manager |
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|-----------------|--|
| Beaverton ..... | MACC<br>15201 NW Greenbrier Parkway<br>Suite C-1<br>Beaverton, OR 97006<br>503.645.7365<br>Attn: Administrator |
| Cornelius       | Lake Oswego  |
| Durham          | Rivergrove   |
| Forest Grove    | Tigard   |
| Hillsboro       | Tualatin   |
| King City       | Washington County  |

|               |   |
|---------------|---|
| Gresham ..... | MHCRC<br>111 SW Columbia Street<br>Portland, OR 97201<br>503.823.5385 |
| Troutdale     |   |
| Wood Village  |   |

|              |   |
|--------------|---|
| Newberg..... | 414 E. 1st Street<br>PO Box 970<br>Newberg, OR 97132<br>503.5371207<br>Attn: City Manager |
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| Sherwood..... | 22560 S.W. Pine Street<br>Sherwood, OR 97140<br>503.625.4200<br>Attn: City Manager |
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| Wilsonville..... | 29799 S.W. Town Center Loop E<br>Wilsonville, OR 97070<br>503.570.1504<br>Attn: City Manager |
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| Yamhill County..... | 535 NE 5th Street<br>McMinnville, OR 97128<br>503.472.9371 |
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**DISPUTE RESOLUTION WITH ZIPLY FIBER BY BINDING ARBITRATION**  
AS EXPLAINED MORE FULLY BELOW AND IN THE TERMS AND CONDITIONS DOCUMENTS ASSOCIATED WITH THE SERVICES PROVIDED TO YOU BY ZIPLY FIBER, ZIPLY FIBER'S TERMS AND CONDITIONS SET FORTH IMPORTANT DETAILS ABOUT YOUR RELATIONSHIP WITH ZIPLY FIBER INCLUDING THE REQUIREMENT THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW. IF YOU DO NOT AGREE TO ZIPLY FIBER'S TERMS AND CONDITIONS, YOU MAY NOT USE ZIPLY FIBER'S SERVICE AND MUST TERMINATE SERVICE IMMEDIATELY. BY USING OR PAYING FOR ZIPLY FIBER'S SERVICES, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS. **\*\*\*PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS\*\*\***

ZiPLY Fiber encourages you to contact our Customer Service department if you have concerns or complaints about your Service or ZiPLY Fiber. Generally, customer complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns through our Customer Service department, you and ZiPLY Fiber each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorneys' fees if the law allows. For any non-frivolous claim that does not exceed \$75,000, ZiPLY Fiber will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from ZiPLY Fiber for your own dispute to the same extent as you would be in court. In addition, under certain circumstances (as explained below), ZiPLY Fiber will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what ZiPLY Fiber has offered you to settle the dispute.

**ARBITRATION AGREEMENT**  
a) You and ZiPLY Fiber agree to arbitrate all disputes and claims between us related to or associated with the Service. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this or any prior Agreement, or that may arise after termination of this Agreement. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified class. References to "ZiPLY Fiber," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of ZiPLY Fiber under this or prior Agreements between us.

Notwithstanding the foregoing agreement, ZiPLY Fiber agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, **you and ZiPLY Fiber each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action.** Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the Agreement is terminated.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to ZiPLY Fiber should be addressed to: **ZiPLY Fiber Headquarters, PO Box 1127, Everett, WA. 98206** ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought ("Demand"). If ZiPLY Fiber and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or ZiPLY Fiber may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by ZiPLY Fiber or you shall not be disclosed to the

arbitrator until after the arbitrator determines the amount, if any, to which you or ZiPLY Fiber is entitled.

(c) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Agreement, and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at <http://www.adr.org>, by calling the AAA at 1-800-778- 7879, or by calling ZiPLY Fiber at **1.866.699.4759**. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision, including the scope, interpretation, and enforceability of section (f) below, are for a court to decide. If your claim is for \$25,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$25,000, the right to a hearing will be determined by the AAA Rules. Unless ZiPLY Fiber and you agree otherwise, any in-person hearings will take place at a location that the AAA selects in the state of your primary residence unless you and ZiPLY Fiber agree otherwise. 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.

ZiPLY Fiber agrees to pay your AAA filing, administration, and arbitrator fees ("AAA fees") for claims for damages of up to \$75,000 and for claims for non-monetary relief up to the value of \$75,000, as measured from either your or ZiPLY Fiber's perspective (but excluding attorneys' fees and expenses). After ZiPLY Fiber receives notice that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the AAA. If you are unable to pay this fee, ZiPLY Fiber will pay it directly upon receiving a written request.) In addition, ZiPLY Fiber will not pay your share of the AAA fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b). In such case, the payment of AAA fees will be governed by the AAA Rules, and you agree to reimburse ZiPLY Fiber for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If you initiate an arbitration in which you seek relief valued at more than \$75,000 (excluding attorneys' fees and expenses), as measured from either your or ZiPLY Fiber's perspective, the payment of AAA fees will be governed by the AAA Rules.

(d) If ZiPLY Fiber offers to settle your dispute prior to appointment of the arbitrator and you do not accept the offer, and the arbitrator awards you an amount of money that is more than ZiPLY Fiber's last written settlement offer, then ZiPLY Fiber will pay you the amount of the award or \$5,000 ("the alternative payment"), whichever is greater. If ZiPLY Fiber does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards you any relief on the merits, then ZiPLY Fiber agrees to pay you the amount of the award or the alternative payment, whichever is greater. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(e) Although ZiPLY Fiber may have a right to an award of attorneys' fees and expenses if it prevails, ZiPLY Fiber agrees that it will not seek such an award.

(f) You and ZiPLY Fiber agree to seek, and further agree that the arbitrator may award, only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either

you or ZiPLY Fiber have suffered or may suffer. In particular, if either you or ZiPLY Fiber seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than you or ZiPLY Fiber. YOU AND ZIPLY FIBER AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FURTHERMORE, UNLESS BOTH YOU AND ZIPLY FIBER AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. If a court decides that applicable law precludes enforcement of any of this paragraph (f)'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. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

(g) Notwithstanding any provision in this Agreement to the contrary, you and ZiPLY Fiber agree that if ZiPLY Fiber makes any change to this arbitration provision during the period of time that you are receiving ZiPLY Fiber services, you may reject that change by providing ZiPLY Fiber with written notice within 30 days of the change to the Notice Address provided in (b) above and require ZiPLY Fiber to adhere to the language in this provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

**WARRANTIES AND LIMITATION OF LIABILITY**  
(a) Service Limitation and Interruptions. Some Programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including restrictions of the Federal Communications Commission, sports blackouts or Programming expiration, termination or discontinuation. In addition, the Service may be interrupted from time to time for a variety of reasons, and ZiPLY Fiber does not represent or warrant that the Service or the Equipment, or any Other Devices, will be available or perform in a manner that meets your needs. You acknowledge and understand that the Services will not function in the event of a network interruption. ZiPLY Fiber will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout, expiration, termination or discontinuation of Programming or content availability or interruption of the Service, directly or indirectly caused by ZiPLY Fiber, you or third parties or resulting from any circumstances, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Premises, failure of a communications satellite or our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. ZiPLY Fiber reserves the right to refuse refunds, offsets and credit allowances for interruptions of Service. ZiPLY Fiber also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability.

**(b) YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY ZIPLY FIBER (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), ZIPLY FIBER (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "ZIPLY FIBER**

**PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY ZIPLY FIBER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.**

**(c) ZIPLY FIBER DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVIDED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF ZIPLY FIBER HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR LINE AND WIRING TO AND INSIDE YOUR LOCATION, AMONG OTHER FACTORS. IN THE EVENT SERVICE IS NOT PROVIDED FOR ANY REASON, ZIPLY FIBER SHALL NOT HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT.**

**(d) ZIPLY FIBER DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY ZIPLY FIBER WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. ZIPLY FIBER SHALL NOT BE LIABLE FOR LOSS OF YOUR ON DEMAND SERVICES, PROGRAMMING, INFORMATION DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME INACCESSIBLE, OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.**

**(e) IN NO EVENT SHALL THE ZIPLY FIBER PARTIES OR ZIPLY FIBER'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF ZIPLY FIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.**

**(f) THE LIABILITY OF THE ZIPLY FIBER PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO ZIPLY FIBER FOR THE SERVICE DURING THE NINETY (90) DAY PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.**