

## **ZiPLY Fiber Identity Protection: Additional Terms and Conditions**

The ZiPLY Fiber Identity Protection Services (the "Services"), are provided by CSIdentity Corporation ("CSID"). If you subscribe to the Services, the following terms and conditions apply to the use of the Services.

### **1. WHO MAY USE.**

(a) You agree that you will use the Services only for your own behalf. You will be responsible for all use of your membership number and must notify ZiPLY Fiber immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number.

(b) You understand that by enrolling in the Services, you are providing "written instructions" in accordance with the federal Fair Credit Reporting Act, as amended ("FCRA"), for ZiPLY Fiber and its service providers, which includes CSID, to obtain information from your personal credit profile from Experian, Equifax, and Transunion, the three major credit reporting agencies. You authorize ZiPLY Fiber and its service providers to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting and scoring products.

### **2. DISPUTE RESOLUTION BY BINDING ARBITRATION**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. THIS SECTION APPLIES TO ANY CLAIMS WITH RESPECT TO THE SERVICES AND, TO THE EXTENT IT CONFLICTS WITH ZIPLY FIBER'S RESIDENTIAL SERVICES TERMS AND CONDITIONS, THIS SECTION WILL CONTROL WITH RESPECT TO THE SERVICES.

#### **SUMMARY:**

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING OUR CUSTOMER SERVICE. IN THE UNLIKELY EVENT THAT CUSTOMER SERVICE IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE WITH ZIPLY FIBER OR ITS SERVICE PROVIDER(S) TO YOUR SATISFACTION (OR IF ZIPLY FIBER OR ITS SERVICE PROVIDER(S) HAVE NOT BEEN ABLE TO RESOLVE A DISPUTE WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), YOU, ON THE ONE HAND, AND ZIPLY FIBER OR ITS SERVICE PROVIDER(S), ON THE OTHER, EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. 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 RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. WE WILL PAY ALL COSTS OF ARBITRATION, NO

MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, YOU, ON THE ONE HAND, AND ZIPLY FIBER OR ITS SERVICE PROVIDER(S), ON THE OTHER, WOULD BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM EACH OTHER PARTY TO THE SAME EXTENT AS YOU AND THEY WOULD BE IN COURT.

**Arbitration Agreement:**

You, on the one hand, and Ziplly Fiber and its service providers, on the other, agree that any claim or dispute ("Claim") between us shall, at the election of any one of us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. It is the parties' intent that this arbitration provision be construed broadly, including that this arbitration agreement include any Claims by you against Ziplly Fiber or its service provider(s) as well as their respective corporate affiliates for claims arising out of this Agreement directly related to the services or product/service websites. However, any disputes or claims you may have which relate to your credit report, or any claims arising out of or relating to the Fair Credit Reporting Act ("FCRA") and/or the FCRA's state law equivalent(s), are not subject to or governed by this agreement to arbitrate. You agree that, by entering into this Agreement, you, Ziplly Fiber and its service provider(s) are each waiving the right to a trial by jury or to participate in a class action. At your request, we will promptly reimburse you for your payment of your arbitration filing fee. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly after receiving a written request). 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, ON ONE HAND, AND ZIPLY FIBER AND ITS SERVICE PROVIDERS, ON THE OTHER, 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 OR REPRESENTATIVE PROCEEDING. Further, unless both You and Ziplly Fiber, or Ziplly Fiber's service provider as applicable, 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 this specific provision in the preceding sentence is found to be unenforceable, then the entirety of this arbitration provision in this Section 2 shall be null and void. Notwithstanding any of the foregoing provisions, any party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section 2 shall survive any termination, cancellation or expiration of this Agreement.

**3. LIMITATION OF LIABILITY.**

THIS SECTION APPLIES TO ANY CLAIMS WITH RESPECT TO THE SERVICES AND, TO THE EXTENT IT CONFLICTS WITH ZIPLY FIBER'S RESIDENTIAL SERVICES TERMS AND CONDITIONS, THIS SECTION WILL CONTROL WITH RESPECT TO THE SERVICES.

NEITHER ZIPLY FIBER, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR

CREDIT SCORE. NEITHER ZIPLY FIBER, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH THE SERVICES. NEITHER CLIENT, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE SERVICES. NEITHER CLIENT, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE SERVICE. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID CLIENT FOR YOUR MEMBERSHIP. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.