Payment Terms & Conditions

Welcome to the terms and conditions (the "Terms and Conditions") for use of a bank account, debit card or credit card registered with Ziply Fiber ("Ziply Fiber", "we" or "us") as a payment method. If you choose to use a bank account, debit or credit card as your payment method, you accept and agree to these Terms and Conditions outlined in this document.

Your Method of Payment

**ACH/Debit:** By choosing to use a bank account as your payment method, you will be able to pay the fees due for your use of Ziply Fiber products and our services by using any valid automated clearing house ("ACH") enabled bank account at a United States-based financial institution. Your transaction must be payable in U.S. dollars. In the case of an ACH transactions being rejected for Non-Sufficient Funds ("NSF"), submission error, or other bank related reasons, you understand and agree that Ziply Fiber may at its discretion, where applicable, assess a return item charge for each returned ACH debit. You acknowledge that the origination of the ACH transaction to your account must comply with provisions of U.S. law and agree not to dispute this recurring billing with your bank so long as the transactions correspond to the terms indicated in this document.

As a general rule, you should report any fraudulent, erroneous or unauthorized transactions to your bank within 60 days after the questionable transaction FIRST appeared on your bank account statement. You should contact your bank for more information about the policies and procedures that apply to your account and any unauthorized transactions, including any limits on your liability.

**Credit Card:** By choosing to use a credit card as your payment method, you will be able to pay the fees due for your use of Ziply Fiber products and services by using any valid American Express, VISA, MasterCard or Discover card. Your transaction must be payable in U.S. dollars. Ziply Fiber, in its sole discretion, may refuse these payment options to anyone or any user without notice for any reason at any time. Transactions that we process will be identified as Ziply Fiber (or similar identifier on the statement issued by your bank, credit card statement or other financial institution holding your account). All questions relating to any transactions made by us using your bank account or credit/debit card should be initially directed to us, but may also require involvement of your bank or card issuer. Contact your credit card issuer for information on your liability for unauthorized transactions.

**Your Authorization:** By choosing credit/debit card or ACH as your method of payment, as applicable, you agree that: (a) you have read, understand and agree to these Terms and Conditions, and that this agreement constitutes a "writing signed by you" under any applicable law or regulation, (b) you consent to the electronic delivery of the disclosures contained in these Terms and Conditions, (c) you authorize us (or our agent) to make any inquiries we consider necessary to validate any dispute involving your payment, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, and (d) you authorize Us (or our agent) to initiate one or more ACH withdrawals (debit entries) and you authorize the financial institution that holds your bank account to deduct such payments, in the amounts and frequency designated in your then-current payment plan. If choosing credit/debit card as your method of payment, you authorize us (or our agent) to charge your card.

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**Transaction Errors:** If you believe that any payment transaction initiated by us (or our agent) is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible at 1-866-MYZIPLY (1-866-699-4759). Notify us at once if you believe the password associated with your Ziply Fiber account has been lost or stolen, or if someone has attempted (or may attempt) to make a transfer from your bank account or credit card without your permission.

**Agreement Changes:** We may in our discretion change these Terms and Conditions at any time without notice to you. If any change is found to be invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any other changes or the remainder of these Terms and Conditions. We reserve the right to subcontract any of our rights or obligations under these Terms and Conditions. YOUR CONTINUED USE OF YOUR BANK ACCOUNT OR CREDIT/DEBIT ACCOUNT AS A PAYMENT METHOD AFTER WE CHANGE THESE TERMS AND CONDITIONS CONSTITUTES YOUR ACCEPTANCE OF THESE CHANGES.