



## Long Distance Terms and Conditions

This agreement describes the terms and conditions pursuant to which Northwest Fiber, LLC dba ZiPLY Fiber will provide its customers with long distance service ("Service") and 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.

By using ZiPLY Fiber services or equipment, you are agreeing to these terms and conditions. If you signed an agreement with a physical or electronic signature, that agreement supersedes anything inconsistent in these terms and conditions.

### Termination by Customer

You may terminate a Service to which you subscribe on a month- to- month basis at any time by notifying us. You remain liable for payment of all outstanding charges for all services you used and equipment you rented or purchased prior to termination. If you receive special rates in return for subscribing to multiple services and subsequently unbundle, terminate, or disconnect any of these services at any time, then we may adjust the rates for the remaining services. A change in your service address or the location to which any service is provided to you may constitute your termination of that service.

### Termination by ZiPLY Fiber

We may interrupt or terminate a Service: (1) if you do not honor any provision of these terms and conditions (including payment obligations to ZiPLY Fiber for these or any other services), (2) if you use a Service in a manner that adversely affects service to other customers or harasses our customers or employees, or (3) if you or others use a Service to engage in fraud or unlawful conduct or are suspected of doing so. We may restore such interrupted or terminated Service, in our sole discretion, following correction of the violation and payment of any amounts due, including any restoration charge we assess for restoring your Service.

### Payments

We will bill you monthly for all charges associated with the services or equipment provided. Payment in full is due no later than the due date indicated on your bill. You are responsible for paying any taxes, surcharges, fees and assessments imposed from time to time in connection with these services. If you have authorized payment for services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of our rights under this agreement. You agree to pay costs and fees we incur to collect an unpaid balance from you including attorney's fees. A reasonable handling charge, not less than \$10.00, will be assessed for all checks returned by your bank for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy.

Interest at the rate of 1.5% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may be applied in accordance with ZiPLY Fiber's standard credit policy to any unpaid amount commencing 20 days after the statement date.

## **Credits and Deposits**

You authorize us to ask credit reporting agencies for credit information about you. We may, in our discretion, require you to submit a deposit as security for payment of charges. An additional deposit may be required if either the amount or number of services is increased or your credit rating changes. Simple interest will be paid on the cash deposit for the period it is held by us and will be refunded if satisfactory credit has been established or upon termination of service. We reserve the right to apply the deposit to any amount due and unpaid. We may require a guarantee of payment by an individual or entity approved by us.

## **Telephone Numbers**

We may assign telephone numbers in connection with the service subscribed to. You have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you in compliance with applicable regulations.

## **Theft and Fraud**

If your service or equipment is lost or stolen or fraudulently used, then you are responsible for all usage incurred before we receive notice from you of such loss or theft. You agree to cooperate in the investigation of fraud or theft and to provide us with such information and documentation as we may request (including affidavits and police reports).

## **Governing Law**

If required by law, this agreement will be governed by the laws of the state where you receive our service. Otherwise, this agreement will be governed by the laws of the state of Washington, without regard to its choice of law rules.

## **Dispute Resolution By Binding Arbitration**

We encourage you to contact our Customer Service department if You have concerns or complaints about your Service or Zply Fiber. Generally, customer complaints can be satisfactorily resolved in this way. If you are not able to resolve your concerns through our Customer Service department, you agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits, 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.

You agree to arbitrate all disputes and claims between us including, but 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. Notwithstanding the foregoing agreement, Zply 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 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. The Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the agreement is terminated. In person arbitrations will take place at a location that the American Arbitration Association ("AAA") selects in the state of your primary residence unless you and Zippy Fiber agree otherwise. In addition, the arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at [www.adr.org](http://www.adr.org), by calling the AAA at (800) 778-7879. 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 are for the court to decide. If your claim is for \$10,000 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 \$10,000, the right to a hearing will be determined by the AAA Rules. 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.

You agree to seek 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 we have suffered or may suffer. In particular, if either you or we seek non-monetary relief, such relief must be individualized and may not affect individuals or entities other than you or us. You and we 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. 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. This requirement that claims be brought in binding arbitration only in an individual capacity and not as a representative, private attorney general, or class member is nonseverable. If this requirement is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. 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.

Notwithstanding any provision in this agreement to the contrary, we agree that if we make any change to this arbitration provision, you may reject that change and require us 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.

## **No Third Party Rights**

This agreement shall not provide any third party with a remedy, claim or right of reimbursement.

## **Assignment**

We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this agreement without our consent.

## **Acts Beyond Our Control**

Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, pandemics, terrorist acts, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any services used.

## **Severability**

If we do not enforce any right or remedy available under this agreement, that failure is not a waiver. Except where this agreement specifically provides otherwise, if any part of the agreement is held invalid or unenforceable, the remainder of this agreement will remain in force.

## **INDEMNIFICATION**

**You agree that we should not be responsible for any third-party claims against us that arise from your use of the Services, further, you agree to reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees, unless such claims are based on our willful misconduct or gross negligence. This provision will continue to apply after the agreement ends.**

## **LIMITATION OF LIABILITY**

**Our liability regarding your use of Services or equipment, or the failure of or inability to use the Services or equipment, is limited to the charges you incur for Services or equipment during the affected period. This means we are not liable for any incidental or consequential damages (such as lost profits or lost business opportunities), punitive or exemplary damages, or attorney's fees.**

## **DISCLAIMER OF WARRANTIES**

**WE MAKE NO WARRANTY REGARDING THE SERVICES AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. WE DO NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS**

WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH WE HAVE NO LIABILITY WHATSOEVER).

## **ABOUT THESE TERMS AND CONDITIONS**

By using the Services or related equipment, you are agreeing to these terms and conditions. If you are a new customer and do not wish to be bound by these terms and conditions, do not begin using the Services or equipment and notify us immediately. With respect to current customers, we may change prices, terms and conditions at any time by giving you at least 30 days' notice by bill message or other notice unless guaranteed by contract. You accept the changes if you use the services or equipment after you receive our notice. You will still be responsible for all charges for service and equipment made before you terminated your agreement. We may also withdraw a service by giving you at least 25 days' notice.

## **Entire Agreement**

These terms and conditions, together with the service order, any applicable tariff, and the service descriptions, prices and terms in any applicable price list at [www.ziplyfiber.com/tariff](http://www.ziplyfiber.com/tariff) are the entire agreement between you and us, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of our employees or agents. Interstate rates and charges for each of our products can be found in our current price list at [www.ziplyfiber.com/tariff](http://www.ziplyfiber.com/tariff). If you do not have internet access, you may call the customer service number on your bill to request this information.