



ZiPLY™ Fiber Terms of Service for Inside Wire Maintenance

ZiPLY Fiber offers an Inside Wire Maintenance Plans for residential customers. You do not have to have a plan in order to purchase services from ZiPLY Fiber. In the event you purchase an Inside Wire Maintenance Plan, the following terms and conditions will apply.

1. Description of the Plan.

ZiPLY Fiber offers an Inside Wire Maintenance Plan (“Plan”) to our customers who purchase Telephone Service from us using our copper-wire technology. The Plan covers diagnostics and repair to the inside wire and jacks associated with the Telephone Service.

Under the Plan, ZiPLY Fiber will perform diagnostics and repairs to your standard inside telephone wire and jacks associated with the ZiPLY Fiber dial tone line covered under the Plan you purchase (subject to the exclusions listed below) that become necessary and are reported to ZiPLY Fiber while you are enrolled in the Plan. In the event you call us regarding issues with your Telephone Service, we will attempt to diagnose the issue. This diagnosis can often be accomplished through office testing facilities but may require a service technician to visit your premises to isolate the service problem. If you are enrolled in our plan and the service problem is discovered to be your telephone equipment, inside wire or jack(s), you will not be billed a service charge.

To request maintenance service under the Plans, you should call the ZiPLY Fiber repair service telephone number, 866-699-4759 and follow the voice prompts.

2. Charges.

Charges for the Plan are subject to change by ZiPLY Fiber from time to time, as more fully described in the next paragraph. All charges, plus all applicable taxes, shall be due and payable by the due date stated on your bill. Payments received after that date may be subject to a late payment charge.

3. Changes In Monthly Charges, Terms And Conditions:

The charges for the Plan, and any other terms and conditions applicable to the Plans, may be changed by us at any time upon at least thirty (30) days prior written notice to you (which may be in the form of a bill insert or other written notification). The payment of applicable charges by you, or a request for service under the Plan, after receiving the effective date of the notice of a change in the charges or other terms and conditions will be deemed to be assent by you to the change(s) the Plan under such revised charges, terms or conditions. You may simply terminate participation under the Plan at any time upon notice to us.

4. Limited 30 - Day Warranty.



ZiPLY Fiber warrants for a period of 30 days that work performed and products delivered under the Plan will meet accepted industry practices and be free from defects in materials or workmanship. Should any work performed hereunder fail to meet these standards and be reported to ZiPLY Fiber within this 30-day period, ZiPLY Fiber shall reperform the nonconforming services, and/or repair or replace the nonconforming product(s). Such re-performance of work and/or repair or replacement of nonconforming products, shall constitute the entire liability of ZiPLY Fiber and your sole remedy under this warranty, whether claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. ZIPLY FIBER DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liability.

The liability, if any, of ZiPLY Fiber, its affiliated companies, their employees, agents and contractors to you or to any other person for damages resulting from the provision of or failure to provide service under the Plan, or from any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with the Plan, shall be limited to an amount not to exceed \$500. In no event, however, shall ZiPLY Fiber, its affiliated companies, their employees, agents and contractors have any liability for special, indirect, incidental or consequential damages resulting from the provision of or failure to provide service under the Plan, or from any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with the Plan (such as, but not limited to, telephone service outages and any loss of use of wiring, jacks or telephone equipment, and any damages resulting therefrom). These limitations of and exclusions from liability shall apply regardless of whether a claim or remedy is sought in contract, tort (including negligence and strict liability), or otherwise.

6. Plan Eligibility.

The Plan is available only to ZiPLY Fiber's residential telephone customers who use standard one- or two-line telephone set(s). The Plan is not available to customers with multiline telephone systems or services (such as multiline sets associated with common equipment, key telephone systems, or private branch exchange [PBX] equipment). ISDN (BRI) service and ZiPLY DSL Internet service are eligible for coverage under the Inside Wire Maintenance Plans.

7. Exclusions.

The Plan does not apply to repair of:

1. Wire/cable larger than 8-pair, unless otherwise expressly agreed by ZiPLY Fiber. If, however, problems are determined to be caused by defective conductors in wire/cable



larger than 8-pair, Ziplly Fiber will re-terminate service to useable conductors to restore service; to the extent that spare usable conductors are available and to the extent that access to the point of termination is not denied by you, the building owner or the building manager.

2. Wire or jack malfunctions or problems which arise prior to the commencement of your coverage under the Plan, or which are caused by misuse, abuse, riot, acts of war, terrorism, malicious activity, vandalism, riot, fire and acts of nature other than lightning, such as floods, windstorms and earthquakes.
3. Inside telephone wiring and jack(s) which are nonstandard or do not comply with Part 68 of the Federal Communications Commission rules, NEC standards, ANSI/ICEA Rules and Guidelines, or fail to meet Ziplly Fiber's standards.
4. Malfunctions resulting from the use of telephone lines intended for voice grade transmission to transmit or receive data or signals beyond the operating capabilities of the line.
5. Restoration of your Premises if you ask Ziplly Fiber to repair concealed wire.
6. Your telephone or other premises equipment.
7. Inside telephone wiring, jacks or other items used in connection with your telephone line if the line is provided by a person or company other than Ziplly Fiber.
8. Repair or replacement caused by fire and/or burst pipes. (This is normally covered under homeowner insurance policies.)
9. Repair of damage caused by another party. For example, carpet layer/contractor cutting inside wires or damaging inside wires or jacks.
10. Repair of marine, recreational vehicle (RV), and construction trailer jacks and wiring.
11. Repair of inside wiring or jacks associated with complex inside wiring, WATS or data services.
12. Repair of your provided equipment (instruments, modems, security systems, satellite TV dishes, etc.). Repair of jacks not previously connected to the line reported.
13. Extensions located at a different address. (The Plan covers inside wiring that is within the same property lines as the main line.)

8. Notes:

- (1) If a Ziplly Fiber technician comes to your home to perform repairs to your inside wire or jack(s), and the problem is in your telephone or associated equipment (e.g., modem or fax machine), you will be required to pay a Maintenance Premises Visit Charge for the visit plus a minimum 30-minute labor charge at Ziplly Fiber's then-applicable rates.
- (2) On all repairs, Ziplly Fiber does not "fish" walls. If wall-run wire cannot be used to run replacement wire the technician will run replacement cable via baseboard only.

9. Termination.



You may terminate the Plan at any time simply by notifying us at 866-MyZIPLY (866-699-4759).

We may terminate your participation in the Plan without cause upon 30-days' prior notice to you, but at any time in the event you fail to pay all applicable charges when due.

10. Effective Date.

Commencement and termination of coverage under the Plan shall be effective on a date to be determined by Ziplly Fiber, which shall not be more than 30 days after Ziplly Fiber receives your request to commence or terminate the Plan.

11. Choice Of Law and Venue.

Except as otherwise required by law, you and Ziplly Fiber agree that the Federal Arbitration Act and the substantive laws of the state your billing address, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this agreement for the Plan. You and Ziplly Fiber consent to the exclusive personal jurisdiction of and venue in an arbitration or small claims court located in the county of your service address for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this agreement or to the Plan. Except as otherwise required by law, including state laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

12. Arbitration.

Ziplly Fiber encourages you to contact our Customer Service department if you have concerns or complaints about the Plan or your Service. 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 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

13. General Provisions.

In the event that any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this



Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

Zipty Fiber shall not be liable for any delay or failure to perform its obligations if such delay or nonperformance arises in connection with any acts of God, pandemic, fires, floods, strikes, or other labor disputes, unusually severe weather, acts of any governmental body, or any other cause beyond the reasonable control of Zipty Fiber.

These Terms of Service constitute the complete and exclusive terms and conditions pursuant to which Zipty Fiber provides inside wire maintenance services to you. There are no other agreements, oral or written, relating to these services.