



## **ZiPLY™ Fiber Terms of Service for Inside Wire Maintenance for Business Wireline Customers**

These Terms of Service (the "Agreement") govern the use and provision of inside wire maintenance plans provided by ZiPLY Fiber to business customers, including but not limited to those marketed or designated as Wire Care, Lineskeeper, Telesure, Telesure Plus, Sentry I, II or III, and Centranet Alternative Maintenance plans (the "Service" or "Service Plans"). You are deemed to have accepted the Agreement by ordering, using or paying for the Service, or by Your verbal, written or online acknowledgement. You agree to comply with this Agreement and the specific terms of the Service plan(s) that You order, purchase or use. Please note that you can access and view the Agreement that is in effect at any time at [www.ziPLYfiber.com/terms](http://www.ziPLYfiber.com/terms).

### **1. Description of Service.**

The Service provides qualifying ZiPLY Fiber Telephone Service customers with the maintenance, troubleshooting and repair of the inside wiring and jacks associated with specific ZiPLY Fiber business telephone lines, subject to the coverage, exclusions and other terms described in this Agreement and in the written Service Plan descriptions, if any, provided to you by ZiPLY Fiber.

### **2. Service Plan Commencement.**

If you purchase Service for new telephone lines, your coverage for those lines commences when your ZiPLY Fiber telephone lines are first turned on. If you already subscribe to ZiPLY Fiber telephone lines, coverage commences thirty (30) days after you first subscribe to the Service.

### **3. Service Plan Eligibility.**

The Plans are only available to business customers that subscribe and continue to subscribe to the business dial tone, CustoPAK, Centrex or ISDN (BRI) lines covered by their Plan. A Plan may cover inside wiring and jacks associated with telephone lines to a service location that are billed under a single ZiPLY Fiber account. The Plans do not cover wiring for telephone systems such as private branch exchanges (PBX) or certain other premises equipment, and the types and coverage of Plans available to you may vary by geographic area.

The Service Plans are non-regulated commercial service options that you may voluntarily elect. If you do not subscribe to a Service Plan and your inside wiring or jacks need repair, you may i) contact ZiPLY Fiber to request repair at our then - current time and material rates, ii) obtain inside wire maintenance and repair services from another company of your choice, or iii) perform the repair yourself.

If you lease your office or business location, you should be aware that landlords may be responsible for repairs and maintenance of inside wiring. It is your responsibility to verify with your landlord who is responsible for inside wire maintenance and repair prior to subscribing to a Plan. ZiPLY Fiber will not reimburse Plan charges to you if it is determined that your landlord is responsible for such repairs and maintenance of inside wiring or that you are not able to permit us access to perform the Service.

### **4. Plan Coverage and Exclusions.**

Ziply Fiber will perform diagnostics and repairs to that portion of your standard inside wiring and jacks for the line(s) covered under the Plan to the extent that Ziply Fiber determines such diagnostics and repairs are necessary and are associated with or used by you in connection with our Telephone Service.

Diagnostics and repairs will be performed in accordance with our standard procedures.

**Coverage includes** diagnostics and repair of the following:

- Standard inside telephone wiring used for Ziply telephone lines covered under the Plan;
- Newly installed or relocated inside wiring and jacks;
- Inside wire and jacks at a near extension at the same service location and property if readily accessible to the technician and if the line and jacks were in working order prior to Plan coverage;
- Replacement of defective splitters (only if originally installed by Ziply Fiber); and
- Inside wiring or jack damaged from lightning.

## **5. Exclusions**

The Service does not cover or include diagnostics, repair or replacement of:

- Wire or cable larger than 8 - pair (If problems are caused by defective conductors in wire or cable larger than 8 - pair, Ziply Fiber will reterminate service to usable conductors to restore service if usable conductors are available and Ziply Fiber is permitted access to the point of termination);
- Coaxial or Cat5e cable;
- Wire or jack malfunctions preexisting the coverage date of the Plan, or which are caused by misuse, abuse, riots, acts of war or terrorism, vandalism, fire, burst pipes, damage caused by you or your contractors and employees, and acts of nature other than lightning, such as floods, windstorms and earthquakes;
- Restoration of your premises or fixtures, including walls and floors, or any repair requiring access to or placement of concealed wire;
- Customer-provided equipment including but not limited to telephones, fax machines, computers, security or alarm systems, printers, satellite TV dishes, modems, routers or other premises equipment;
- Inside telephone wiring, jacks or other items used in connection with service from a provider other than Ziply Fiber;
- Inside wiring and jack(s) which are nonstandard or do not comply with Part 68 of the Federal Communications Commission rules, NECrules, ANSI/ ICEA rules and guidelines, or fail to meet our technical standards;
- Inside wiring or jacks associated with complex inside wiring, WATS or data services;
- 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;
- Repair of jacks not previously connected to Ziply Fiber line(s) in service;

- Inside wiring and jacks for marine activity, recreational vehicles (RVs) and construction trailers or other temporary or movable structures;
- Extensions located at a different address;
- Ziplly Fiber does not “fish” walls. If wall-run wire cannot be used to run replacement wire Ziplly Fiber will run replacement cable via baseboard only;
- Range extenders or component cables; or
- Repair or replacement of broken routers, modems, power cords and any other equipment purchased or rented from Ziplly Fiber, except as may be separately covered by applicable warranties.

Ziplly Fiber, at its discretion, may provide diagnostics and repair under the Plan remotely through its testing facilities, by phone or online support or otherwise, without dispatching a technician. If Ziplly Fiber dispatches a technician and determines that the service problem resulted from your telephones, modem, fax or other Customer equipment or from your transmission or receipt of data or signals beyond the operating parameters of the line rather than the wire or jack(s), You may be required to pay a service or Premises Visit fee for the dispatch plus a minimum 30-minute labor charge at Ziplly Fiber’s then-current rates.

## **6. Charges.**

You agree to pay all charges for the Service Plan you selected, including but not limited to monthly per line and/ or per account service charges, as applicable, taxes and fees, one - time charges to enroll or process your order, and early termination fees that may apply. If we permit you to elect to be billed for the Service on your credit or debit card, we will continue to bill the card until you tell us to cancel such billing, and you also agree that we may receive updated card account information from the card issuer. If you cancel before the end of your term, you agree to pay the early termination fee that applies to your Service Plan, if any.

Payment is due by the date indicated on your invoice, and any payment received thirty (30) calendar days or more after the invoice date is considered past due. You agree to pay interest for past due amounts at the same rate that applies to past due amounts for your Ziplly Fiber telephone service. Ziplly Fiber may assign unpaid delinquent charges to a collection agency for action.

## **7. Changes in Services, Charges, Terms and Conditions.**

We reserve the right to change this agreement, the service, plans, applicable charges and any other terms and conditions with or without notice to you provided that we will provide you at least 30-day’s prior notice of a reduction in service plan coverage or increase in your rates which may be in the form of a notice on or with your bill, an email to the email address we have on file for you. The current version of this agreement shall also be posted and available to you for review at [www.zipllyfiber.com/terms](http://www.zipllyfiber.com/terms). You agree to visit this website periodically to review revisions. Your continuation of service or payment of billed charges after the effective date of a change will be deemed to be your assent to the change(s).

## **8. Limited Warranty.**

Ziplly Fiber warrants for a period of thirty (30) days that the Services performed and materials

provided by us under this Agreement will meet accepted industry practices and are free from defects in materials or workmanship.

Should any failure to conform to this warranty appear and be reported to us within this 30 - day period, we shall reperform the nonconforming services, and repair or replace the nonconforming materials. Such reperformance of work, and repair or replacement of nonconforming materials, shall constitute the entire liability of Ziplly 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. Ziplly Fiber DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **9. LIMITATION OF LIABILITY.**

**In no event shall Ziplly 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 these Service Plans, or from any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with these Service Plans (such as, but not limited to, service outages and any loss of use of wiring, jacks or equipment beyond the jack, 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, even if Ziplly Fiber has been advised of the possibility of such claim or damages.**

## **10. Termination.**

Either you or we may terminate this Agreement at any time upon thirty (30) days' notice to the other, and we reserve the right to suspend Service if you are more than thirty (30) days overdue in payment. You may notify Ziplly Fiber by calling us at 866-699-4759 or such other means as we may designate for such purpose. Ziplly Fiber may notify you by phone, bill message or email to the address we have for your account. If you terminate Service during a billing month, no pro - rata refund or credit of billed charges for that month will be due to you.

## **11. Indemnification.**

You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees we incur from any claim arising from or relating to the ordering or use of the Services by you, your employees, agents or other persons at your service location, including but not limited to granting us access to service locations, wiring and/or equipment that are owned by third parties.

## **12. ARBITRATION.**

Ziplly Fiber encourages you to contact our Customer Service if you have concerns or complaints about 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 and we 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 the law allows.

### **13. Applicable Law.**

Except as otherwise required by law, you and we agree that the Federal Arbitration Act and the substantive laws of the state in which your Service location is situated, without reference to the principles of conflict of laws, will govern any claims relating to or arising under this Agreement. In any arbitration, the Arbitrator shall be bound to apply the laws that govern and does not have the power to award any relief not authorized by such laws.

### **14. Waiver and Severability.**

Our failure at any time to insist upon strict compliance with any terms of this Agreement shall not be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

### **15. Assignment.**

We may assign this Agreement, with or without notice to you, and you agree to make all subsequent payments as directed. You agree that you may not assign or otherwise transfer this Agreement to any other person.

### **16. Complete Agreement.**

This Agreement together with the specific rates and terms applicable to your specific Service Plan(s) comprise the terms that apply to your Service and may not be changed except as specified in Section 6. In the event of any inconsistency or conflict between the terms of this Agreement and the Plan documents or other information pertaining to the Service provided to you by Ziply Fiber, the Plan documents shall control.