

Last modified: November 7, 2021

Please read these terms carefully. They require the use of binding arbitration to resolve disputes rather than jury trials or class actions. Please follow the instructions in the Disputes section below if you wish to opt out of this provision.

Welcome to Tekify Fiber & Wireless!

Thanks for using Tekify Fiber & Wireless' products, equipment and services ("Services"). All Services are provided by Tekify, LLC, located at 28301 Industrial Blvd., Suite I, Hayward, CA 94545, United States, or one of its subsidiaries (Tekify, LLC and its subsidiaries are referred to below as "Tekify"). Your initial order form and all billing statements will indicate which company or subsidiary is providing each of your individual services.

The Residential Terms of Service ("Terms") means the terms specified below. Any references to "Tekify" and "Services" means either Tekify, LLC or any of its subsidiaries, and the corresponding services the entity is providing to you.

By agreeing to the Terms, you represent that you are at least eighteen years old and capable of entering into a legally binding agreement on behalf of yourself and others in your residence who may use the Services.

By signing up for or using the Services, you agree to these Terms. By signing up for the Phone Services, you also agree to the Additional Terms for Phone Subscribers.

Communicating Electronically with Tekify

We may be required to provide certain disclosures, notices and communications (collectively "Communications") to you in written form. We will deliver such Communications to you in electronic form. Your agreement to these Terms confirms your ability and consent to receive such Communications electronically.

You consent to receive electronically all Communications that we may provide you in connection with your Tekify account and your use of the Services. Communications include:

- agreements and policies related to the Services, including updates to those agreements and policies;
- payment authorizations and transaction receipts or confirmations;
- questionnaires and marketing materials relating to Tekify products and services or those of our affiliates;
- account statements and history; and
- all other communications or documents related to or about your account, your purchases, changes to the Services or the rates and fees we charge in connection with the Services, and your use of the Services.

Communications will be considered to be received by you upon delivery in any of the following manners:

- posting them to your online account;
- posting them on or in the Tekify Website;
- emailing them to an email address associated with your account;
- communicating them to you via text message;
- communicating them to you via a mobile application; or
- otherwise communicating them to you via the Services.

To access and retain electronic Communications, you will need to maintain or have access to the following computer hardware and software at your own expense:

- a computer or mobile device with Internet or mobile connectivity;
- a current web browser that includes 128-bit encryption (e.g., Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
- software capable of opening PDF documents;
- access to the valid email address you used to create your Tekify account registration; and
- sufficient storage space to save Communications or a printer to print them.

By consenting to this Policy, you confirm that you are able to meet the above requirements, and that you can receive, open, and print or save any Communications for your records. You should maintain copies of electronic Communications by printing paper copies or saving electronic copies, as applicable. Also, you may contact Tekify to request another electronic copy of a Communication. We reserve the right to terminate your use of the Services if you decline or withdraw consent to receive electronic Communications, except that you may decline to receive telephone calls and text messages without having your service terminated, as set out in the following section.

Consent to Receive Telephone Calls and Text Messages from Tekify and Its Affiliates

On occasion, Tekify or its affiliates may seek to contact you by telephone or SMS text message at the landline and/or wireless phone numbers that you have provided to us. These communications may be about your Tekify account, responses to inquiries that you have made to us, or for other purposes, including marketing messages about other goods or services provided by Tekify or its affiliates. These calls or SMS text messages may be sent using an automatic telephone dialing system and may include the use of prerecorded or artificial voices. Please note that you may be responsible for any charges from your telephone provider for these calls or SMS text messages.

If you do not wish to receive these optional calls and SMS text messages, you do not have to do so. Your consent to receiving these calls and SMS text messages is not required in order to purchase or receive any Tekify Services. To revoke your consent to receive telephone calls and SMS text messages, please let us know. The easiest way is by changing your settings in your Tekify web account, or by calling our customer service team at 1-510-266-5800.

Eligibility for Tekify Services

You may apply for Tekify Services online at tekify.com. Although we hope to make Tekify available to as many people as possible as quickly as we can, Tekify reserves the right to determine whether any Services are made available to a particular address.

If Tekify determines that the address at which you receive Services is not a residential address, Tekify may require you to transition to another type of account in order to continue receiving the Services. This transition may include an increase in any fee for the Services.

Tekify Installation

You agree to provide Tekify with all necessary access to the premises at the address where you sign up for Services to be installed (referred to as "your residence" below) so that the equipment necessary for you to receive the Services may be installed and configured. You agree that Tekify may install equipment on the exterior and interior of your residence (including but not limited to laying underground conduit and/or affixing equipment to the outside of your residence) at any reasonable location. You also agree that Tekify may use, and that you have the necessary permissions to approve Tekify's use of, existing facilities, including existing wiring in and around your residence, to complete the installation services.

If you rent or otherwise do not own your residence, you represent and warrant that you are authorized by the property owner to order Tekify installation, and you acknowledge that you may be asked to provide written evidence that you have received all permissions necessary for Tekify to perform installation services. If Tekify incurs any costs or losses, including attorneys' fees, because you did not get the necessary authorization(s) for Tekify to install the equipment required for the Services, you are responsible for reimbursing Tekify for those costs or losses.

Acceptance of these Terms does not guarantee that Tekify will install or provide any Services. We may need a separate agreement with you or your landlord in order to install the Services.

Construction Fees

Sometimes we may need to charge a fee in connection with the construction or installation of your network connection ("construction fee" or "installation fee"). We will only charge you if we notify you of a construction or installation fee during the sign-up process. Tekify may allow some users to pay construction fees in installments. If you cancel or make certain changes to your Service plans, or your Services are otherwise terminated due to failure to comply with these Terms, before you have paid the entire construction fee, you agree to pay the outstanding construction fee balance as of the date of such change, cancellation or termination. Construction fees are subject to change.

Tekify Equipment

Tekify may provide or rent various pieces of equipment to you in connection with the Services. In some cases, to use the provided equipment, you will need to review and agree to terms of service governing use of the equipment. If you lose or damage this equipment after installation, Tekify may charge you a fee for replacement equipment (see Tekify's Fee Schedule). Equipment fees are subject to change.

Unless explicitly stated otherwise on our website, Tekify owns all equipment provided by Tekify in connection with the Services. From time to time, Tekify may offer you equipment that you may purchase in connection with the Services under separate terms to be provided with such equipment.

You authorize Tekify to install software upgrades on any equipment provided by Tekify. You also agree not to use the Tekify-owned equipment for any purpose other than using the Services.

Using Tekify Services

You agree not to misuse the Services, which includes using the Services for purposes that are illegal, are improper, infringe the rights of others, or adversely impact others' enjoyment of the Services. Examples of misuses and prohibited activities are set forth in our Residential Acceptable Use Policy, which is incorporated into these Terms. You are responsible for all activity on the Services, whether such activity is undertaken by you or someone else.

If you are using the Services in a residence or other location you do not own or control (such as a hospital, hotel, etc.), you may have agreements related to the Services with property owners, managers, or other third parties outside these Terms; Tekify is not a party to such agreements and therefore is not responsible for nor bound by such agreements.

Resale and Redistribution

The Services are intended for the personal use of you and other occupants and guests within your residence. You agree not to resell or repackage the Services or otherwise make them available to anyone outside of your residence.

Security

Tekify makes an effort to keep its network secure, but no network security is perfect. While Tekify may provide technical assistance to you, you are responsible for implementing appropriate security measures when using the Services, including taking whatever steps are necessary to ensure that your data is not accessed by unauthorized third parties. Tekify is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

Privacy

Tekify takes your privacy seriously. You understand and agree that information provided to and collected by Tekify in connection with the Services is subject to the Tekify Privacy Policy and the Tekify Privacy Notice.

Billing and Payment

You agree to pay any and all applicable fees for the Services you purchase, whether ordered by you, someone authorized by you or someone with access to the Services pursuant to your Tekify account.

Tekify will send all bills and other required notices by email to the address associated with your account. You may also access this information through your online Tekify account. You agree to pay recurring monthly service fees in advance of the billing cycle in which you will receive the Services. Tekify will bill future one-time charges in the billing cycle following your authorization of such charges.

You authorize Tekify to automatically collect payments of any and all fees associated with your use of the Services from your designated payment method. Tekify will email a bill to the email address associated with your account. The bill will indicate the date the amount you owe will be collected via your designated payment method (which may be the same date your bill is sent if permitted by applicable laws). If payment is not received due to insufficient funds or for any other reason, Tekify may, consistent with applicable laws, assess late payment fees and/or suspend or terminate the Services if payment is more than fourteen (14) days past due. You agree that Tekify is not responsible for any third party charges you may incur in connection with your credit card or other payment method.

Changing and Canceling Services; Termination

You may change or cancel the Services at any time, but you may be required to pay for certain construction fees that may have been waived when you signed up for the Service. (As noted above, any construction fee would have been disclosed to you during sign-up.) You may also be required to return some or all of the equipment. If you do not return this equipment, you may be required to pay a replacement fee.

When you change your Service by upgrading or downgrading your package, the fees will be prorated based upon the date that your Service changes.

If you request cancellation of all your Services, your Services will be available until the cancellation date you select. Once your service is disconnected, a credit for the remaining portion of the current billing cycle will be applied towards any remaining balance. Your Tekify account will not be terminated until all billing obligations are resolved. If there is a credit balance at the time your account is terminated, it will be refunded to the last used payment method in your Tekify account, or, a check may be mailed to you within 30 days of the final account termination date.

If your Services included free or paid-for subscriptions to services other than those provided by Tekify, Tekify will stop covering the costs of those services at the time your account is terminated or suspended. It will be up to you to work with the provider of those services to determine whether you wish to continue subscribing to those services and how you will pay for them.

Tekify reserves the right to terminate some or all of the Services it provides to you at any time, in its sole discretion without notice.

Commitment to Online Safety

Tekify is committed to online safety for minors, and Tekify complies with all applicable laws related to protecting minors online. This includes reporting cases of child abuse or exploitation to the National Center for Missing and Exploited Children. You can access additional information about minors' online safety by visiting www.ncmec.org.

Our Warranties and Disclaimers

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about the Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR IN A SEPARATE AGREEMENT PROVIDED TO YOU BY TEKIFY OR AN AGENT THEREOF, NEITHER TEKIFY NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES, INCLUDING ANY EQUIPMENT PROVIDED TO YOU BY TEKIFY, ITS DISTRIBUTORS OR SUPPLIERS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE EQUIPMENT OR SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES AND EQUIPMENT "AS IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF TEKIFY, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, TEKIFY, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

WHEN PERMITTED BY LAW, TEKIFY, AND TEKIFY'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

Copyright Issues

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices at www.dmca.com.

Businesses

If you wish to subscribe to any Services on behalf of a business, please visit www.tekify.com for more information. Additional terms of service apply to use of the Services by a business.

Disputes

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

Arbitration. Tekify and you agree to arbitrate all disputes and claims that arise from or relate to these Terms or the Services, except for claims arising from bodily injury. This agreement to arbitrate is intended to be broadly interpreted, including, for example:

- claims arising under any legal theory;
- claims for mental or emotional distress or other emotional/mental injury arising from the relationship between us;
- claims that arose before you accepted these Terms (such as claims related to disclosures or the marketing of the Services);
- claims that may arise after the termination of your use of the Services or any agreement between us; and
- claims brought by or against our respective subsidiaries, parent companies (including Tekify, LLC and Tekify Fiber, LLC, whether or not these are a parent or subsidiary company at the time of the dispute), members, as well as the respective officers, directors, employees, agents, predecessors, successors, and assigns of these entities, you, and Tekify.

This arbitration agreement does not preclude either you or Tekify from bringing an individualized action in small claims court. It also does not preclude either of us from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration, in any court that has jurisdiction. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Tekify on your behalf.

You agree that, by entering into this agreement, we are each waiving the right to a trial in a court or to participate in a class or representative action. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

Notice of disputes. If either of us intends to seek arbitration of a dispute, that party must provide the other with notice in writing. The notice to Tekify should be sent to Tekify's agent for service of process at the following address ("Tekify Notice Address"):

Tekify, LLC
713 Sandoval Way
Hayward, CA 94544

Arbitration procedures. The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org. If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute. Unless we agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence (or principal place of business if you are a small business). If the value of your claim is \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing. If the value of 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. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of this arbitration provision or the arbitrability of disputes are for the court to decide. The arbitrator may consider but is not bound by rulings in other arbitrations between Tekify and Tekify's residential subscribers. The arbitrator can award the same individualized damages and relief that a court can award. Judgment on the award may be entered by any court having jurisdiction.

Costs of arbitration. The AAA's fee schedule is subject to change and may be found in the AAA Rules (available online at www.adr.org). Tekify will pay all AAA filing, administrative, and arbitrator fees for any arbitration that Tekify commences. If you provided Tekify with 30 days' notice of your intent to arbitrate before commencing arbitration and the value of your claim is \$75,000 or less, Tekify will pay your share of any such AAA fees. If the value of your claim is between \$75,000 and \$300,000, your share of any such fees will be capped at \$200 (unless the law of your state requires Tekify to pay all such fees). And if the value of your claim exceeds \$300,000, the allocation of AAA fees will be governed by the AAA Rules (unless the law of your state requires Tekify to pay all such fees). If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules. In such cases, the arbitrator may direct you to reimburse Tekify for amounts that Tekify paid on your behalf.

No class arbitration. 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 AND TEKIFY 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, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all affected parties 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 a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

30-Day Opt-Out Period. IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION AND CLASS-ACTION WAIVER PROVISIONS IN THIS DISPUTES SECTION, YOU MUST NOTIFY TEKIFY BY COMPLETING OUR OPT-OUT FORM WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THESE TERMS (UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW).

Future changes to arbitration provision. If Tekify makes any changes to this Disputes section of these Terms (other than a change to the address at which Tekify will receive notices of dispute), you may reject any such change by completing our change rejection form. It is not necessary to reject a future change to this arbitration provision if you had properly opted out of this arbitration provision within the first 30 days after you accepted these Terms. By rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject.

Changes To These Terms

We may modify these Terms to, for example, reflect changes to the law or changes to our Services. You should look at the Terms regularly. We'll post notice of modifications to these terms on our website by indicating the date the Terms are last modified. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service, changes regarding the launch of a new Service, or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service and contact us to change or terminate your Services.

Additional Terms for Tekify Phone Subscribers

Tekify Phone products and services ("Phone Services") may be provided by Tekify, LLC or another entity. Check your initial order form or billing statement to determine which entity is providing your phone service.

These Tekify Phone Terms of Service apply to your use of the Phone Services in addition to the Tekify Terms of Service and other policies that we make available to you at www.tekify.com under "Regulatory Postings" (collectively, "Terms"). You must subscribe to Tekify Internet service to receive the Phone Services, and you agree that the Tekify Terms of Service apply in their entirety to your use of the Phone Services.

If you sign up for or use the Phone Services, you agree to these Terms. You also agree that if you allow others to access or use the Phone Services, you will be responsible for all activity on the Phone Services, whether such activity is undertaken by you or someone else.

Voice over IP

Tekify Phone Services on your home phone operate on a Voice over IP (VoIP) protocol, which transmits and receives communications over the public Internet. That means that your Phone Services will not work on your home phone if you do not have a connection to the Internet. For example, if you are speaking on your home phone and reboot your Network Box, your phone call will be interrupted.

Important Information about 911 and Emergency Alerts

Calling 911. Calls to 911 over a broadband or data connection operate differently than traditional wireline calls to 911. Calls to 911 over broadband or data may not connect to the Public Safety Answering Point (PSAP) or may improperly ring to the administrative line of the PSAP, which may not be staffed after hours, or by trained 911 operators. If your call connects to a PSAP, your address and phone number may not be transmitted, and you may need to provide your location and other information to the PSAP. Calls to 911 may be limited or unavailable if you are experiencing a power outage or if you are otherwise unable to access the Internet. If you would like to print a warning label for your device about the limitations of this service, you can view and print one by visiting www.tekify.com and clicking "Regulatory Postings".

Accessibility. If you are deaf, hard of hearing, or speech impaired and need to reach emergency services, you should call 911 directly using TTY or a telecommunications relay service. Where possible, do not rely on 711 in the event of an emergency.

Multiple Devices or Phone Numbers. If you have multiple devices associated with your Tekify Phone number and you make an emergency call to 911, any calls back to you from the PSAP may or may not ring each of your associated devices.

Please be aware that if you have multiple phone numbers set up with Phone and you call 911 from your home phone, the 911 operator may see a phone number that is different from your personal phone number. Generally, that will be the default number for your home phone device.

Place of Use. In order to use the Phone Services, you are required to register a physical address with Tekify that may be used to route emergency calls and services. This address should be where you receive your Tekify Internet service and the place where you expect to use the Phone Services. In addition, your phone equipment should remain directly connected to your Tekify-provided fiber modem at your service address rather than attached to a third party router, as third party routers may affect voice quality and 911 functionality. You may reach out to customer support with questions.

Do Not Disturb. Please be aware that if you enable certain features (for example, do not disturb, ring scheduling, or call blocking) and make a 911 call, the PSAP might not be able to call you back.

Battery Backup Your Phone

Services require electricity to operate. If there is a power outage, you will not be able to make or receive calls, including 911 calls, unless you have battery backup power. You are solely responsible for obtaining battery backup capabilities, and we will not be liable for the failure of your service during a power outage, including failure due to the lack or nonperformance of battery backup power. We will not provide support for, or be responsible for, ongoing maintenance or management of any battery backup equipment you purchase.

International Calling

All calls between two different countries will be charged on a rate per minute basis. Calls will be rounded up to the nearest minute. The applicable rates vary per country and are subject to change at any time without notice. Current rates are available at www.tekify.com.

Network Management

We use various network management techniques to protect our network, systems, equipment, services and users from harm, ensure reliable, quality services to our users, and improve our services. Please see the Network Management Guide for Tekify Internet Services for more information.

Telephone Numbers

When you sign up for the Phone Services, we may assign you a new phone number. We can change, reassign, or eliminate your phone number, but will give you notice if we do so.

You may port your phone number to another provider at any time while your Tekify Phone account is still active. Please be aware that, once the phone number has been ported out, you will no longer be able to use the Phone Services. Consequently, we may treat any request to transfer a phone number to another provider as a request for cancellation. We don't guarantee that any porting of numbers to or from us will be successful.

If you cancel your Tekify Phone service without porting your phone number to another provider, your phone number may be allocated to future customers and will not be available to you.

Privacy

We take your privacy seriously. You understand and agree that information provided to and collected by Tekify Phone in connection with the Phone Services is subject to the Tekify Privacy Policy and the Tekify Privacy Notice, which provide information about how we use your data and about your Customer Proprietary Network Information rights.

When you place calls using the Phone Services, your phone number may be displayed to the person you've called. If you do not wish to have your phone number displayed, you may choose to block the display of your phone number by dialing *67 prior to dialing the number of the person you wish to call. Blocking your phone number information in this manner does not prevent the display of your information when you dial certain business or emergency numbers, including toll-free numbers or 911.

Marketing Inclusion

When you sign up for Service from Tekify, we may share your name, service location, the fact that you signed up for Tekify, and your signup and/or installation date(s) as part of our localized marketing campaigns. If you wish to limit this, please opt-out by emailing your request to support@tekify.com.

You agree to allow Tekify to place small temporary marketing materials (lawn signs primarily) either on or near your residence once you've ordered Service from Tekify. If you wish to limit this or have a sign removed, please advise us by emailing support@tekify.com.