



Terms and Conditions

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1. Provision of Services and Equipment; Definitions; Acceptance of Terms and Conditions

- 1.1 These Terms and Conditions (or this “Agreement”) govern any and all Internet-related, fiber-optic telecommunication system, and/or broadband services provided by Whidbey Telephone Company, dba Whidbey Telecom Internet & Broadband (“Whidbey Telecom” or “WTC”) to Customer and all Whidbey Telecom Equipment (defined herein) associated with such Services (defined herein).
- 1.2 For purpose of this Agreement, “Service”, “Services”, or “Broadband Services” means the service provided by Whidbey Telecom that allows Customer to access the Internet, and offers you a capability for acquiring or retrieving information from, generating, storing, transforming, processing, or utilizing information on, or making available information to other Internet points connected directly or indirectly to, the WTC network. Service or Broadband Services include (as applicable): DSL-based Internet services; fiber-based Internet services, including WTC Fiber Internet and WTC Internet; Fixed Wireless Broadband; and, in some locations, Wi-Fi access. Services may be provided directly by WTC or through resale, or agent or subcontractors of WTC, or through other arrangements WTC has made with third parties. Where Services are provided by third parties, such Services are subject to your acceptance of third-party terms, including third-party terms and policies related to the use of your information. By using the Services, you accept and agree to the terms and conditions in this Agreement.
- 1.3 For purpose of this Agreement, “Equipment” means any equipment provided by Whidbey Telecom in conjunction with the Service(s). This may include, but is not limited to, routers, modems, Optical Network Terminals (“ONT”), Backup Power Sources (defined below) including an Uninterruptible Power Supply (“UPS”), wireless routers, wireless cards, networking devices, and all applicable power supplies, connection cables, installation guides and Equipment packaging. Equipment is and shall remain the sole exclusive property of Whidbey Telecom, and Customer shall have no right, title, or interest therein, except as set forth by this Agreement.
- 1.4 “Backup Power Source(s)” means equipment that is a source of power, generally used for a limited period during a power outage, in the provision by Whidbey Telecom of subscribed Service(s) to Customer (*e.g.*, a battery or UPS).
- 1.5 As used in Agreement, “Customer” is a person or entity that has entered into an agreement with Whidbey Telecom, which has been accepted by Whidbey Telecom, and by which Whidbey Telecom has agreed to provide one or more Service(s) to the Customer. The terms “Whidbey Telephone Company”, “Whidbey Telecom”, “WTC”, or “Company” refer to Whidbey Telephone Company and its respective subsidiaries and/or affiliates that own and/or operate websites and Internet services in collaboration with Whidbey Telephone Company and/or on their own behalf. If you subscribe to Whidbey Telecom Voice over Internet Protocol (“VoIP”) which includes any voice service transmitted over a fiber ONT, the term “Services” shall include Whidbey Telecom’s residential VoIP, and the terms of this Agreement also apply.
- 1.6 A current copy of this Agreement is available on the Whidbey Telecom website (“WTC Website”).



- 1.7 Unless prohibited by applicable law, Whidbey Telecom reserves the right to amend the terms of this Agreement and/or the Services, including discontinuance of the Services and changes to the fees, charges, and prices for the Services, in Whidbey Telecom's sole discretion at any time and without notice.
- 1.8 Any amendment to the Terms and Conditions shall become effective immediately upon posting of the amended Terms and Conditions on the Company website or at a successor website address. If Customer does not agree to any amendments made by Whidbey Telecom, Customer must stop using the Services and notify Whidbey Telecom immediately. Customer's continued use of the Services after changes are posted constitutes the Customer's acceptance of this Agreement and the Services as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Whidbey Telecom to Customer.
- 1.9 In the event of a conflict between this Agreement and any prior agreement governing Customer's account or use of the Services and/or Equipment, this Agreement shall govern.

2. Installation and Repair

- 2.1 To facilitate the provision of certain Services, Whidbey Telecom may install, if applicable, Whidbey Telecom-owned facilities including, but not limited to, splice enclosures, splitters, innerducts, conduits, raceways, optical terminations and associated equipment (each are "Facilities"), up to and including the point at which Facilities are made available for interconnection to equipment or inside wiring located on or at Customer's property ("Customer's Property").
- 2.2 Customer hereby grants to Whidbey Telecom, its contractors, agents, employees, and assigns (a) the right to install the Facilities, including, without limitation, the right to affix such Facilities to both the interior and exterior of the improvements located at Customer's Property, and to penetrate exterior walls of the improvements located at Customer's Property, as may be required to install such Facilities, and (b) access to Customer's Property as is necessary, in Whidbey Telecom's reasonable judgment, to operate, install, repair, maintain, upgrade, and/or replace the Facilities.
- 2.3 Customer acknowledges and agrees that the Facilities are, and will remain, the sole property of Whidbey Telecom, and Customer shall not commit, suffer, nor permit any damage, misuse, overuse, or harm to the Facilities.
- 2.4 Customer shall provide Whidbey Telecom reasonable access to Customer's Property during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Facilities components, including obtaining approvals, permits or licenses from third parties as necessary. Customer, for itself and its successors-in-interest, releases Whidbey Telecom and its affiliates and/or assigns, and Whidbey Telecom's, and/or affiliates and/or assigns', respective members, managers, partners, officers, directors, employees and advisors (collectively, "Company Parties") from, and waives all claims and liability against the Company Parties for any structural, physical, environmental, economic, legal, financial or operational condition at the Customer's Property, and hereby releases the Company Parties from, and waives all liability for any demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims,



defenses, rights of set-off, demands and liabilities whatsoever attributable to the Facilities, Services, and/or the Equipment.

- 2.5 Customer will cooperate in good faith and provide all reasonable information and authorizations required by Whidbey Telecom for the purpose of installing the Facilities, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including, but not limited to, design layout records of any Customer or third-party network elements to be connected to the Facilities.
- 2.6 Only authorized agents and representatives of Whidbey Telecom may perform maintenance work with respect to the Facilities. Any repair, alteration, configuration or servicing of the Facilities, Services or Equipment by Customer or third parties without the written consent of Whidbey Telecom is a material breach of this Agreement and cause for termination of such Services or use of such Facilities or Equipment at Whidbey Telecom's sole option.
- 2.7 If Whidbey Telecom is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Whidbey Telecom, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Whidbey Telecom for all costs incurred for installation, maintenance and repair if: (a) Facilities are altered, maintained or repaired by any party other than Whidbey Telecom or its agents and/or contractors, without Whidbey Telecom's prior written consent; (b) the malfunction of the Facilities, Service(s) or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Whidbey Telecom (including use in conjunction with equipment electrically or mechanically incompatible) or its agents and/or contractors; or (c) if the problem originated from a source unrelated to the Facilities.
- 2.8 Customer will provide (a) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Facilities and Equipment in accordance with manufacturer's documentation and Whidbey Telecom's installation standards, more fully described in the applicable Schedule attached hereto; and (b) a well-lit and safe working area that complies with all local safety standards and regulations.
- 2.9 Whidbey Telecom will manage the Facilities in Whidbey Telecom's sole discretion, and Whidbey Telecom reserves the right to substitute, change or rearrange any Equipment or Facilities used in delivering Service(s) or provisioning of the Equipment; provided that such change or rearrangement does not materially degrade the Service(s) provided to Customer. Whidbey Telecom will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service(s). Whidbey Telecom reserves the right to suspend Service(s) for emergency maintenance to the Facilities without prior notice to Customer. Customer shall designate a primary contact for receipt of such notice.

3. Use; Prohibitions

- 3.1 Customer shall comply with the regulations, rules, and policies set forth in this Agreement and all applicable laws and regulations governing use of the Services, Equipment, and Facilities, including such regulations,



rules, and policies set forth in Whidbey Telephone Company's WN U-5 Tariff ("WN U-5 Tariff") as and if applicable to the Services. The WN U-5 Tariff is available on the WTC Website.

3.2 Use of any Services and/or Equipment in violation of this Agreement, or in violation of any applicable law or regulation, is prohibited and may result in the immediate termination of Services and right to use the Equipment without advance notice to Customer.

3.3 Prohibited uses of the Services and Equipment include, but are not limited to:

- (a) Any attempt to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material, by uploading, posting, via email or other means ("Transmission" or "Transmissions"), that: (a) violates any local, state, federal or international law, order, or regulation; (b) is libelous, obscene, threatening, or defamatory; (c) infringes upon the intellectual property rights of any other party; or (d) constitutes or encourages a criminal offense or gives rise to civil liability;
- (b) Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;
- (c) Transmission of any material in violation of any law or contractual or fiduciary relationship (such as inside information, or proprietary and confidential information, learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (d) Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (e) Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes other Customers' ability to use any Services;
- (f) Impersonating any person or entity, or falsely stating or otherwise misrepresenting an affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;
- (g) Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;
- (h) Transmission of chain letters;
- (i) Attempting to probe, scan or test the vulnerability of a Whidbey Telecom system or network, in any form;
- (j) Using any method to breach Whidbey Telecom's security or authentication measures; or
- (k) Engaging in hacking, denial of service attacks, or malicious or destructive behavior in any form.

- 3.4 If another organization's networks or computing resources are used in connection with the Services, Customer shall be subject to that organization's permission and usage policies in addition to this Agreement.
- 3.5 Whidbey Telecom shall have the right, but not the duty, to remove any website hosted on its servers which, in its discretion, is found to contain pornographic or obscene material.
- 3.6 The Services are for end-user use only and may not be resold, commercially or non-commercially, in whole or in part, directly or indirectly, or on a bundled or unbundled basis, in the absence of a separate re-seller agreement approved in writing by Whidbey Telecom. Customer shall not use the Services in the operation of any business or service which competes directly or indirectly with Whidbey Telecom, which such determination shall be made by Whidbey Telecom, in its sole discretion.
- 3.7 Customer is responsible for the use of their Whidbey Telecom account and/or the Services, by any person having access to the account or the Services, whether or not such use or access is with Customer's permission or knowledge. Customer should not share Customer's password, send it over the internet in any unencrypted form, including by email, or otherwise compromise its security. If Customer has any reason to believe the security of Customer's password or account has been compromised, the Customer should immediately change the Customer's password. If Whidbey Telecom has any reason to believe Customer's password or account has been compromised, Whidbey Telecom may, at its sole discretion, disable or restrict access to the account and/or the Services, without prior notice to Customer, until the problem has been resolved; however, Whidbey Telecom has no obligation to do so.
- 3.8 Whidbey Telecom may take any one or more of the following actions in response to violations of this Agreement: (a) issue an oral or written notice to Customer to cease the violations; (b) suspend Customer's account and/or access to the Equipment and/or Services; (c) terminate Customer's account and/or access to the Equipment and/or Services; (d) bill Customer for Whidbey Telecom's administrative costs, including charges previously waived as part of a Promotion or pursuant to the WN U-5 Tariff, and/or reactivation charges incurred as a result of Customer's violations; or (e) bring legal action to enjoin violations and/or to collect damages caused by the violations.
- 3.9 Customer shall be the only permitted end-user of the Services, Equipment and Facilities. Customer shall not resell or bundle the Services or Equipment, nor permit any third-party to access the Services, Equipment or Facilities in exchange for compensation of any kind.
- 3.10 Whidbey Telecom reserves the right to cancel or discontinue Customer's use of the Equipment and/or Services at any time and for any reason.

4. Customer's Obligations

- 4.1 Customer shall take appropriate security measures to prevent unauthorized access to its computers and other network devices, including, but not limited to, keeping all software updated. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data in Customer's control is adequately secured, documented and backed-up at all times.



Whidbey Telecom and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of the Services or Equipment to the extent caused by Customer's acts or omissions.

- 4.2 Customer represents that the Customer is at least eighteen (18) years old (or, if Customer is an entity, that the person acting on the entity's behalf in obtaining the Services and Equipment is at least eighteen (18) years old) and that Customer accepts this Agreement on behalf of itself and any person who has access to the Services and Equipment through use of Customer's Whidbey Telecom account. Customer shall ensure that all users of Customer's Whidbey Telecom account understand this Agreement and will comply with them. Customer may permit an authorized user under eighteen (18) years of age to use Customer's account and the Services, and Customer acknowledges that Customer is responsible to provide adult supervision of such use of the Services and to ensure that Customer's Whidbey Telecom account and the Services are used in compliance with this Agreement.
- 4.3 Customer shall promptly notify Whidbey Telecom of any changes in Customer's contact information, such as Customer's address or telephone number.
- 4.4 Customer shall promptly notify Whidbey Telecom by email at: abuse@whidbey.com of any violation or suspected violation of this Agreement that Customer becomes aware of, and Customer shall provide Whidbey Telecom with as much of the following information as possible related to the violation or suspected violation as is known to Customer: (a) the IP address used to commit the alleged violation; (b) the date and time of the alleged violation, including the time zone; and (c) a description or other evidence of the alleged violation. When reporting an issue regarding unsolicited email, please provide a copy of the email message(s) with the full header information.
- 4.5 Customer is solely responsible for any Transmission of personal identifiable information over the internet. It shall be the Customer's sole responsibility to determine if a website and the method of Transmission utilized by a website or other software, program or application, to Transmit personal information such as credit card and/or bank account numbers and personal identifiable information, is secure and is the party they intended to Transmit the information to.
- 4.6 Customer is solely responsible for any Transmission of personal identifiable information that is included as any part or portion of, but not limited to, an email, social media site, file transfer, newsgroup, blog, or instant message Transmission. Customer agrees that Customer is solely responsible to protect Customer's personal identifiable information from identity theft.

5. Disclaimer of Warranties

- 5.1 USE OF WHIDBEY TELECOM SERVICES, EQUIPMENT, FACILITIES (IF APPLICABLE), AND THE INTERNET IS AT THE CUSTOMER'S SOLE RISK. THE SERVICES, EQUIPMENT, AND FACILITIES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. WHIDBEY TELECOM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND AFFIRMATIVELY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY ASPECT OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES

THAT WHIDBEY TELECOM'S OR CUSTOMER'S INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, FACILITIES AND/OR EQUIPMENT, INCLUDING ANY SOFTWARE USED TO PROVIDE THE SERVICES, MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S), TELEPHONE(S), TELEVISION(S), RECORDING AND PLAYBACK DEVICE(S), AUDIO EQUIPMENT, OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. WHIDBEY TELECOM SHALL NOT HAVE ANY LIABILITY, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO, OR LOSS OF, OR DESTRUCTION OF, ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE THE AFOREMENTIONED VIRUS AND/OR HARMFUL FEATURE. WHIDBEY TELECOM MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR "ERROR FREE" OR THAT THE EQUIPMENT WILL OPERATE AS INTENDED AT ALL TIMES. IN PARTICULAR, CUSTOMER AGREES THAT CUSTOMER'S USE OF THE SERVICES AND EQUIPMENT, AND THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO CUSTOMER, IS AT CUSTOMER'S SOLE RISK.

- 5.2 Whidbey Telecom shall not be responsible for any damages or costs arising out of Customer's use of the Services and/or Equipment, or the unavailability of the Services and/or Equipment, including, but not limited to, damage to Customer's home or business computer or other network devices, damage caused by viruses, damage or costs incurred as a result of: lost profits or revenue, loss of clients, loss of use of computer programs, loss of data, the costs of recovering programs or data, claims by third parties, loss of data from delays, non-deliveries, mis-deliveries, or service interruptions caused by Whidbey Telecom's own negligence, a third-party service provider's negligence, or Customer's negligence, and errors and/or omissions.
- 5.3 Whidbey Telecom shall not be liable for any indirect, special, incidental, or consequential damages arising out of the use of the Services and/or Equipment, or Customer's inability to use the Services and/or Equipment, even if it has been advised of the possibility of such damages.
- 5.4 For the avoidance of doubt, any described download and/or general usage speeds associated with Whidbey Telecom's broadband service offerings, as listed on Whidbey Telecom's website (https://connect.whidbeytel.com/front_end/products) and inclusive of the particular plan selected by Customer, are estimates only and may not be achieved due to facilities availability, operating conditions, and/or the state, use, or compatibility of Customer's equipment.
- 5.5 In no event shall Whidbey Telecom's liability to Customer exceed the amount charged by Whidbey Telecom for one (1) month of providing the affected Services and/or Equipment to Customer.
- 5.6 Prices for the Services and Equipment are set in reliance upon the enforceability of the disclaimers of warranties and limitations of liability set forth in this Agreement, and this Agreement forms an essential element of the provision of supplying the Services and/or Equipment.



6. Indemnification

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WHIDBEY TELECOM, WHIDBEY TELECOM'S OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, WHIDBEY TELECOM'S AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS Agreement, FROM AND AGAINST ANY AND ALL losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees RELATING TO OR ARISING OUT OF (a) CUSTOMER'S BREACH OF THIS AGREEMENT OR CUSTOMER'S USE OF THE SERVICES, EQUIPMENT, OR FACILITIES (AS APPLICABLE), (b) any negligent or more culpable act or omission of Customer (including any reckless or willful misconduct), and (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Customer (including any reckless or willful misconduct). CUSTOMER AGREES THAT WHIDBEY TELECOM SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST WHIDBEY TELECOM THAT ARISE FROM CUSTOMER'S USE OF THE SERVICES, EQUIPMENT, AND/OR FACILITIES (AS APPLICABLE). FURTHERMORE, CUSTOMER AGREES TO REIMBURSE WHIDBEY TELECOM FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

7. Copyright Information

- 7.1 Customers of Whidbey Telecom and users of the Services and/or Equipment shall not Transmit any material (by uploading, posting, emailing or by any other method) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party, including, but not limited to, use of such information on radio, television or printed media, such as newspapers, magazines or newsletters. Whidbey Telecom is registered with the United States Patent and Trademark Office as an online service provider and will process all appropriately formatted notices of alleged infringement and will take appropriate action as required by The Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed upon as a result of Customer's use of the Services and/or Equipment may take advantage of certain provisions of the DMCA to report alleged infringements. Whidbey Telecom reserves the right to terminate Customer's use of the Services and/or Equipment if Customer or any user of Customer's use of the Services and/or Equipment is either found to infringe third-party copyright or other intellectual property rights or is believed by Whidbey Telecom, in its sole discretion, to be infringing these rights. The owners of copyrighted works who believe Customer's use of the Services and/or Equipment has infringed their rights under U.S. copyright laws may notify Whidbey Telecom of the alleged infringement at the following addresses:

Copyright Infringement Agent Whidbey Telecom
14888 SR 525
Langley, WA. 98260
Email: Copyright-Agent@whidbey.com
Fax: 360-321-8118

- 7.2 The DMCA requires the notification to be in writing and to contain the following information: (a) physical or electronic signature of a person authorized to act on behalf of the copyright owner; (b) identification of the copyrighted work claimed to have been infringed upon; (c) identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit Whidbey Telecom to locate the material; (d) contact information of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed upon. Upon Whidbey Telecom's receipt of a satisfactory notice of claimed copyright infringement, to the extent it is reasonably able to do so, Whidbey Telecom will either directly or indirectly (X) remove the allegedly infringing work(s) from the Services and/or Equipment or (Y) disable access to the work(s). Whidbey Telecom will notify the affected Customer or user of the Services and/or Equipment of the removal or disabling of access to the work(s). If the affected Customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that Customer may send a counter-notification to Whidbey Telecom via the methods identified above. Upon Whidbey Telecom's receipt of a counter-notification that satisfies the requirements of DMCA, Whidbey Telecom will provide a copy of the counter-notification to the original complaining party of claimed infringement and will follow the DMCA's procedures with respect to a counter-notification. In no event shall Whidbey Telecom be a party to any dispute or lawsuit regarding alleged copyright infringement and Customer shall indemnify and hold harmless Whidbey Telecom, and its directors, officers, employees, agents, and successors or assigns, from any such dispute or lawsuit.

8. Website Usage

- 8.1 Whidbey Telecom's maintenance of websites located on whidbey.com, whidbey.net, whidbeytel.com, whidbeytv.com, or any other domain or website operated by Whidbey Telecom is a complimentary information service offered by Whidbey Telecom at no charge.
- 8.2 Whidbey Telecom may provide links on its website to other websites that are not under its control. These third-party links are provided for Customer's convenience only and are not intended as an endorsement by Whidbey Telecom of the third-party organization or individual operating any website, or a warranty of any type regarding any website or the information on any website.
- 8.3 All content included on websites operated by Whidbey Telecom, including, but not limited to, text, graphics, logos, buttons, icons, images, and software, is the property of Whidbey Telecom or is used by Whidbey Telecom with permission of the legal owner, and is subject to protection by U.S. and international copyright and trademark laws. Reproduction, duplication, modification, distribution, transmission, replication, display, or performance of the content of any website operated by Whidbey Telecom without the express written permission of Whidbey Telecom is strictly prohibited.



9. Technical Support

Whidbey Telecom provides technical support, free of charge, by telephone ((360) 321-3284) and email (support@whidbey.net). Technical support to Whidbey Telecom's customers is on a first-come, first-served basis. Technical support is not intended to assist with questions not directly related to the Services, Equipment and/or Facilities. In order to maintain the highest overall quality of service to Whidbey Telecom's customers, technical support calls of excessive duration, frequency, or regarding matters not directly related to the Services, Equipment and/or Facilities may be handled or rescheduled at Whidbey Telecom's convenience and may be subject to a special handling charge.

10. Security and Privacy

- 10.1 Some computer and network device software and applications have the capability to allow remote access. Whidbey Telecom recommends that Customer disable all features, including print and file sharing and other remote access capabilities that may allow anyone to remotely access Customer's computer or other network devices.
- 10.2 If any application or feature which permits remote access to Customer's computer and/or network devices is enabled on any Customer computer or other network device, Customer hereby acknowledges and agrees that it does so at Customer's own risk, and Whidbey Telecom shall not be responsible, and assumes no liability, for any access by others to Customer's computer or network devices.
- 10.3 Customer's failure to take proper security measures may cause immediate termination of the Services, without notice, at Whidbey Telecom's sole discretion.
- 10.4 Use of any information or software obtained via the Services is at Customer's own risk. Whidbey Telecom does not control, and shall not be liable for, data or content that is accessed or received via the Services. Whidbey Telecom explicitly and specifically denies any responsibility for the accuracy, completeness, timeliness, usefulness, or quality of any information obtained through the Services and/or Equipment.
- 10.5 The internet contains materials that may be false or misleading, sexually explicit, or otherwise offensive. Whidbey Telecom has no control over and accepts no responsibility for such materials.
- 10.6 Whidbey Telecom is not a publisher of third-party content that can be accessed through the Services and is not responsible for any opinions, advice, statements, services, or other information provided by third parties and accessible through the Services. Customer is responsible for evaluating such content and for paying all fees and charges from third-party vendors whose sites, products, or services Customer may access, buy, or use via the Services and/or Equipment.
- 10.7 If Customer uses the Services and/or Equipment to access websites or content provided by third parties or to purchase products from third parties, Customer's personal information may become available to third parties. The way third parties handle and use Customer's personal information related to the use of the third-party services is governed by their policies, not Whidbey Telecom's. Whidbey Telecom has no responsibility for third-party security policies and practices, general policies, or third-party compliance or breach thereof.



- 10.8 Except as provided in this Agreement, Whidbey Telecom will not divulge any of Customer's personal information to third parties unless (1) Customer gives Whidbey Telecom prior permission, (2) Whidbey Telecom reasonably believes the disclosure is required by law or legal process, (3) Whidbey Telecom suspects fraud or a violation of law, or this Agreement, by a Customer involving Whidbey Telecom, or (4) Customer makes an inquiry, request or complaint that reasonably requires Whidbey Telecom to share Customer information with third parties to satisfy the inquiry.
- 10.9 Whidbey Telecom reserves the right to audit connections to the Services for security or throughput usage reasons, to enforce this Agreement, to comply with any regulations applicable to the Services and/or Equipment, and to maintain and protect its network and its ability to provide the Services and/or Equipment.
- 10.10 Whidbey Telecom shall have the right to investigate suspected violations of this Agreement or any applicable law or regulation, including but not limited to: (a) gathering information from the user or users involved and the complaining party (if any), (b) examining material on Whidbey Telecom's servers and network, and (c) monitoring bandwidth, usage, Transmissions, and content.
- 10.11 Whidbey Telecom will cooperate with law enforcement authorities and system administrators at other internet service providers or other network or computing facilities in the investigation of suspected violations of this Agreement and any applicable law or regulation. This cooperation may include providing legally sought personally identifiable information about Customer to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information.
- 10.12 Whidbey Telecom may use network monitoring tools to monitor Customer's bandwidth usage and usage patterns to enforce service-level limits, federal or state speed testing requirements, or for diagnostic and statistical needs.
- 10.13 Whidbey Telecom may contact Customer or website visitors regarding account status and changes to this Agreement and other policies or agreements relevant to Customer's use of the Services and/or Equipment and may from time-to-time contact Customer with information regarding products and or services provided by Whidbey Telecom.
- 10.14 Whidbey Telecom also may create aggregate reports on Customer or user demographics and traffic patterns for its internal use.
- 10.15 Recipients of email sent by Customer are not required to keep content of email from Customer private. Unless encrypted by Customer, Customer's email is transmitted in a plain text format, and Whidbey Telecom has no ability to protect its confidentiality after it is transmitted beyond Whidbey Telecom's internal network to the Internet or to other networks maintained by others.

11. Service Limitations

Customer's usernames, email addresses and passwords are Whidbey Telecom property, and Whidbey Telecom may alter or replace them at any time. Customer's email account is limited to the disk and server storage amount specified by Whidbey Telecom's current service offerings and Customer's account type, and



Customer's incoming email will be rejected if the storage limit is exceeded. Additional storage may be permitted on a space-available basis for an additional fee. Viruses and executable attachments may be blocked from Whidbey Telecom's email servers at Whidbey Telecom's sole discretion. Email accounts that are determined by Whidbey Telecom to be inactive or have not been accessed in six (6) months may be suspended. Email accounts that are suspended or inactive for more than twelve (12) months may be disconnected at Whidbey Telecom's sole discretion.

12. Broadband Services

- 12.1 Customer shall provide the appropriate environment for all Equipment required for Whidbey Telecom's provision of Broadband Services and shall not alter, modify or tamper with the Equipment without prior, written authorization from Whidbey Telecom.
- 12.2 In the event of cancellation, expiration or termination of Services, all Whidbey Telecom property shall be returned to Whidbey Telecom in working order.
- 12.3 Customer is responsible for all costs associated with repair or replacement of Equipment that is damaged while it is in Customer's possession.

13. Service Level Limits

- 13.1 Each Service level may have a maximum throughput rate, a usage limit or other characteristics. Whidbey Telecom can set or change the maximum throughput rate, usage limit or other characteristics of any Service level. If Whidbey Telecom does so, Whidbey Telecom may put in place additional terms to address usages that are not consistent with the resulting broadband Service level.
- 13.2 At Whidbey Telecom's sole discretion, Whidbey Telecom may suspend Customer's Service, reduce Customer's maximum throughput rate or charge Customer for Customer's excess usage. Customer may need to subscribe to a more expensive Service level or pay for additional bandwidth to avoid suspension or slower Service. Whidbey Telecom will notify Customer of any new or changed usage limit (or any material reduction in the previously published maximum throughput rate) for Customer's Service level and any related terms.
- 13.3 Whidbey Telecom does not guarantee that Customer will obtain the maximum throughput rate for the level of Service to which Customer subscribes. The throughput rate Customer experiences may be affected by a number of factors, including, but not limited to, the nature of the Internet and its protocols or the condition and configuration of Customer-owned equipment at Customer's Property.

14. Personal Website

Space on a Whidbey Telecom server for a personal website is included with certain high-speed internet accounts. The limits for a personal website are as follows: No more than 50 Mb disk storage. Will not exceed 900 MB per month bandwidth usage. Will not be used for commercial purposes and does not meet any of



the conditions describing a commercial website, listed under the commercial website section of this Agreement.

15. Commercial Website

A commercial website is defined by its content, intent and bandwidth usage. Websites that advertise or provide information, resources, services, or merchandise to the general public for direct or indirect commercial gain, websites designed to raise money for a particular purpose, including websites maintained by non-profit or not-for-profit organizations, and websites whose bandwidth usage exceeds 500 MB, are defined by Whidbey Telecom as “Commercial Websites”. The current prices and descriptions for Commercial Websites can be obtained through Whidbey Telecom’s offices, or on the Whidbey Telecom website.

16. Network Address Assignments

All network address assignments issued by Whidbey Telecom (such as Class C, subnet, static and dynamic IP addresses) are the property of Whidbey Telecom and are subject to American Registry for Internet Numbers guidelines located at <http://www.arin.net>. Network address assignments may be changed by Whidbey Telecom at any time. In the event Customer’s Services are terminated or cancelled for any reason, all network address assignments provided by Whidbey Telecom for Customer’s use in connection with the Services shall revert to Whidbey Telecom.

17. Domain Name Hosting and Registration

17.1 Customer represents and warrants to Whidbey Telecom that all Customer domain names hosted by Whidbey Telecom do not, directly or indirectly, infringe the legal rights of any third party and that the domain name is not being registered for any unlawful purpose. Each Customer for whom Whidbey Telecom hosts domain names shall: (1) pay to Whidbey Telecom, or Customer’s registration service provider, all applicable fees associated with registration and use of Customer’s domain names, (2) provide Whidbey Telecom, or Customer’s registration service provider, with current, complete and accurate information about Customer as required by the registration process, and (3) maintain and update this information as needed to keep it current, complete and accurate. Registration of any domain name shall be subject to suspension, cancellation, or transfer pursuant to any Internet Corporation for Assigned Names and Numbers (“ICANN”) adopted policy located at, <http://www.icann.org/udrp/>.

17.2 Whidbey Telecom shall not be a party to any dispute or lawsuit involving domain name registration or use.

18. Promotions & Discounts

18.1 Whidbey Telecom may provide promotional pricing, discounted rates, gifts, or other incentives (“Promotional Pricing”), to Customers who purchase multiple eligible services at the same time (“Bundled Services”) or commit to a minimum time-period term contract arrangement (“Term Arrangement”). If Customer subscribes to a Bundled Services plan with a term commitment, Customer agrees to maintain such Bundled Services for the minimum term of that plan. Customer understands and agrees that Customer must



continue to purchase all Bundled Services, without change, for the minimum term agreed upon to receive any Promotional Pricing. Customer agrees that if Customer changes or discontinues any part of a Bundled Services plan, Customer may lose all Promotional Pricing associated with the Bundled Services plan, that the price for the Bundled Service may increase as set forth in Section 18.5, and that Customer's changes or discontinuance will constitute a failure to fulfill the minimum term agreed upon to receive the Promotional Pricing.

- 18.2 At the end of a Promotional Pricing term, different Service and Equipment charges may apply going forward, including reversion back to regular monthly services rates.
- 18.3 If Customer does not fulfill Customer's commitment for the minimum term (or, if renewed, the renewal term) associated with any Term Arrangement, Customer will be liable for and agree to pay to Whidbey Telecom the applicable early termination fee ("ETF") charge. Unless otherwise specified in the Term Arrangement, Services are provided on a month-to-month basis, at Whidbey Telecom's then-current monthly pricing. Unless otherwise prohibited by law, Whidbey Telecom may, in its sole discretion, cancel Customer's month-to-month Services at any time by giving Customer thirty (30) days' notice. Whidbey Telecom's right to cancel Customer's month-to-month Services shall apply regardless of Promotional Pricing.
- 18.4 Use of any Service that is eligible for Promotional Pricing constitutes acceptance by Customer of all terms, conditions, and restrictions associated with such Service. Certain Services may also be eligible for a waiver of a portion of the installation charges pursuant to the WN U-5 Tariff. Customer agrees to the terms and conditions of the WN U-5 Tariff as applicable to such waivers.
- 18.5 Whidbey Telecom and/or its affiliates and subsidiaries reserve the right to change or discontinue any Promotional Pricing at any time and, in some instances, without notice.
- 18.6 Regular monthly service rates apply if any Service subject to Promotional Pricing is downgraded or canceled, whether cancellation or downgrade is Customer requested or Whidbey Telecom initiated.
- 18.7 Promotional Pricing excludes monthly charges for current Services, Equipment fees, installation fees, taxes and any additional charges or applicable fees, including ETF charges, that may or may not exist at the time of the promotion and that are subject to change with or without notice to Customer throughout the promotional period and after.
- 18.8 Promotional Pricing is not transferrable.
- 18.9 Customer's account must be in good standing for any Promotional Pricing to apply. Whidbey Telecom may cancel or suspend any and all Promotional Pricing in Whidbey Telecom's sole discretion if Customer fails to keep Customer's account in good standing.



19. Billing and Payment Practices

- 19.1 Notwithstanding anything in this Agreement to the contrary, Whidbey Telecom's prices and fees are subject to change without notice.
- 19.2 All requests for changes to Customer's account or Services must be received by Whidbey Telecom by the twentieth (20th) day of the month in order to be reflected on the following month's bill. Changes to Customer's account or Services or Whidbey Telecom's billing methods may result in changes to the charges for the Services.
- 19.3 Whidbey Telecom's bills will be rendered on or about the first (1st) day of each month, and payment is due upon receipt and shall be received by Whidbey Telecom no later than the payment due date specified in the bill. If full payment is not received by the payment due date specified in the bill, the Customer's account will be flagged as delinquent. After the payment due date, interest will accrue on any balance for any Service(s) that remain unpaid after the payment due date at a rate of one and one-half percent (1.5%) per month per applicable Service (or such other rate identified in a Customer's agreement), or the highest rate allowed by law, whichever is lower.
- 19.4 Whidbey Telecom's bills may contain certain charges (including, without limitation, taxes, Equipment charges, activation, connection/disconnection, and installation charges, interest on past due balances as set forth above, returned payment fees, cost recovery assessments, ETF charges, and other recurring or nonrecurring charges). If Whidbey Telecom does not receive full payment of the charges for one or more Services set forth in Customer's bill by the tenth (10th) day of the month following the month the bill was rendered (or such later date as Whidbey Telecom may, in its sole discretion, agree to receive payment from Customer), Whidbey Telecom may anytime thereafter suspend Customer's corresponding Service(s) for non-payment.
- 19.5 If fees and charges for any Services remain unpaid for ten (10) days after Customer's Service(s) have been suspended for non-payment, Whidbey Telecom may anytime thereafter disconnect the Services for which payment remains outstanding, which may also result in the termination of the Customer's account and deletion of any data associated with it.
- 19.6 Suspension or disconnection of Customer's Service(s), or termination or cancellation of Customer's account shall not affect Customer's obligation to pay all fees due or incurred on the account, including collection and attorneys' fees incurred by Whidbey Telecom.
- 19.7 Whidbey Telecom's bills are rendered for a full month's Service(s), and Whidbey Telecom shall have no obligation to prorate any charges in the event Customer's Service(s) or account are suspended or terminated for non-payment.
- 19.8 If Customer's Service(s) or account are suspended or terminated for non-payment, and Customer seeks to re-establish Service(s), Whidbey Telecom may charge a reconnection fee and will not re-establish Customer's Service(s) until all past due amounts, including any applicable interest accrued as a result of such non-payment, and applicable reconnection charges are paid in full.



20. Voluntary Suspension

- 20.1 Whidbey Telecom, in its sole discretion, and upon Customer's request, may allow Customer to voluntarily suspend Customer's Service(s) or account, sometimes called a "vacation hold," for no less than one (1) day and up to twelve (12) months, during which time Whidbey Telecom may bill Customer a monthly charge for each suspended Service(s) and/or Equipment remaining at Customer's Property during voluntary suspension. Requests for suspension must be received by the twentieth (20th) day of the month in order to be reflected on the following month's bill.
- 20.2 Whidbey Telecom reserves the right to change, at any time and without notice, the fee for suspending any of its Services.
- 20.3 Suspension does not relieve Customer of past obligations and charges. Any Services which are suspended for more than twelve (12) months may be subject to termination unless special arrangements have been made.
- 20.4 Re-activation of Service(s) may be subject to installation and setup fees in effect at the time of re-activation and, if applicable, installation and setup fees that were previously waived as part of a Promotional Pricing or under the WN U-5 Tariff.

21. Cancellation

- 21.1 The Services will remain in effect until terminated by either party as set forth herein.
- 21.2 Requests for service cancellation must be received, and the requested disconnect date must be prior to the twentieth (20th) day of the month in order to be reflected on the following month's bill. Upon cancellation, all promotional discounts and offers will be terminated and may not be renewed.
- 21.3 If Customer cancels Service(s), Whidbey Telecom may charge a reconnection fee if Customer seeks to re-establish such Service(s), and Whidbey Telecom will not re-establish Customer's Services until all past due amounts and applicable reconnection charges are paid in full.
- 21.4 Cancellation of Services shall not relieve Customer of accrued charges for the Services or other obligations under this Agreement.

22. Account Inquiries

Account inquiries or billing questions should be directed as follows:

Email: billing@whidbey.com
Whidbey Telecom, 14888 SR 525 Langley, WA 98260-0329
South Whidbey: 360-321-1122
Toll Free: 866-548-7760
Camano Island/Snohomish County: 360-652-8885
Point Roberts: 360-945-1122



23. Jurisdiction and Attorney's Fees

- 23.1 This Agreement is governed by Washington State law without regard to its conflict of law provisions. The Superior Court of Washington State for Island County shall have exclusive jurisdiction over all disputes arising out of or related to this Agreement, Customer's account, and the Services.
- 23.2 Customer hereby consents to the personal jurisdiction of this court with respect to such matters.
- 23.3 In any legal proceeding arising from or related to this Agreement, the substantially prevailing party shall be entitled to recover its reasonable expenses incurred in such proceeding, including its reasonable attorneys' fees and costs of suit, in addition to such other relief as the court may grant.

24. Export

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes transmission of information and software to foreign countries and foreign nationals. Customer and all users of the Services shall abide by these laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. Customer shall not transfer, by any means, any content derived through use of the Services to either a foreign national or a foreign destination without first obtaining any required government authorization.

25. Additional Terms Governing BiG GiG® Promotion

- 25.1 The provisions below are effective as of March 1, 2022, supplement all other terms and conditions related to the BiG GiG® \$70 for Life Promotion, and are incorporated into this Agreement by reference.
- 25.2 During the pre-registration period for The BiG GiG® \$70 for Life Promotion ("The BiG GiG® Promotion"), Customer was required to provide complete and accurate information including account holder's first and last name, email address, phone number and the service address where the Service(s) would be installed at some future date ("Service Address"). Whidbey Telecom has the right to cancel any incomplete, or inaccurate registrations for The BiG GiG® Promotion.
- 25.3 The \$70 monthly price for The BiG GiG® Promotion excludes all applicable taxes and fees including fees that may be applied in the future.
- 25.4 The \$70 monthly price for The BiG GiG® Promotion excludes the cost of required or optional Equipment provided to the Customer by Whidbey Telecom including, but not limited to, a UPS, WiFi service, battery units, routers, modems, and power supply units, as well as Equipment upgrades either requested by the Customer or deemed necessary by Whidbey Telecom.
- 25.5 The BiG GiG® Promotion is only available in designated service areas, and/or specific Service Addresses, where Whidbey Telecom has installed, or is able to install bandwidth that can accommodate up to 1 Gig bandwidth service. Whidbey Telecom will attempt to notify the Customer that installation is available at the



Service Address using the contact information provided by Customer when Customer registered for The BiG GiG® Promotion.

- 25.6 With regard to Customers who are entities and not individuals, The BiG GiG® Promotion reference to “for Life” shall mean the shorter of: a) one hundred eighty (180) calendar months; b) the date of sale, transfer, or merger of the entity; or c) the date of legal termination or dissolution of the entity.
- 25.7 The BiG GiG® Promotion applies only to the one single applicant (at one Service Address) who completed the promotion registration and is non-transferrable to any person or any entity.
- 25.8 The BiG GiG® Promotion applies only to the Service Address registered and is not transferable to a different address.
- 25.9 The BiG GiG® Promotion may be redeemed once for a single Service Address.
- 25.10 Whidbey Telecom shall terminate all The BiG GiG® Promotion offers to Customers who do not initiate an installation within ninety (90) days of Whidbey Telecom’s attempt to notify Customer that service is available at the Service Address provided by Customer during Customer’s registration of The BiG GiG® Promotion.
- 25.11 Subject to modifications, this Agreement is applicable to all such Services, sales, and promotions offered by Whidbey Telecom to its Customers, including Customers that completed the registration for The BiG GiG® Promotion.

26. Service Interruption; Force Majeure

- 26.1 Customer agrees that Whidbey Telecom has no liability for delays in or interruption to Services, except that if for reasons within Whidbey Telecom’s reasonable control, for more than twenty-four (24) consecutive hours, (a) there is a complete failure of the High-Speed Data (“HSD”) Service or (b) there is a complete failure of the Whidbey Telecom VoIP Service, Whidbey Telecom will provide Customer a prorated credit for the period of such interruption or failure if Customer requests a credit within thirty (30) days of the interruption or failure. In no event shall Whidbey Telecom be required to provide a credit to Customer for an amount in excess of applicable Service fees. Whidbey Telecom will make any such credit on the next practicable bill for Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of the Services. In such event, the relevant law or regulation will control.
- 26.2 Customer acknowledges that Whidbey Telecom may conduct maintenance from time to time that may result in interruptions of the Services.
- 26.3 Whidbey Telecom shall have no liability, except for the credit as set forth herein, for interruption of the Services due to circumstances beyond its reasonable control, including, but not limited to, acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.



26.4 Whidbey Telecom is only obligated to provide the above-referenced credits for loss of HSD Service if Whidbey Telecom is billing Customer for the HSD Service at the time of the outage. If Customer's ISP or OLP is billing Customer, Customer will look solely to Customer's ISP or OLP, as applicable, for a credit with respect to the HSD Service.

27. Emergency 911 and VoIP Service

27.1 Use of the Service requires electrical power to operate. Customer is responsible for providing the electrical power necessary for the Service to function. A power failure or service disruption may require Customer to reset or reconfigure Equipment prior to using the Service. Cordless phones and telecommunications devices used to assist customers with disabilities may also require a power supply to function. Customer acknowledges and understands that to conserve battery power during a power outage, Customer should not attempt to use the backup batteries for any purpose other than to power the Service (or to power Customer's Internet connection, for the purpose of powering Customer's security alarm, if Customer has an IP-based security alarm that uses Whidbey Telecom's Internet). Customer is solely responsible for determining when the battery backup unit requires replacement and for replacing and recycling used batteries in accordance with manufacturer or other directions.

27.2 Customer agrees and acknowledges that VoIP may not function during a power outage or if the Customer's Internet connection fails. A Backup Power Source may be needed to continue the operation of the Service(s). Whidbey Telecom shall have no liability for any such failure or interruption of Service(s). Whidbey Telecom is not required to provide a Backup Power Source as part of its provision of Services or Equipment, and Customer is hereby notified that Customer should consider installing a Backup Power Source to aid in Customer's ability to connect to 911 emergency services in such instances. Customer is hereby notified that:

- (a) Customer must notify Whidbey Telecom any time Customer moves its VoIP Service (if any) from one service location to another so that location information can be updated in Whidbey Telecom's database.
- (b) Calls made to 911 emergency services through VoIP Service may connect to a 911 call center that is not within the closest proximity to the caller's location.
- (c) VoIP service may not automatically transmit outgoing phone number and location information, and callers using VoIP Service may need to provide their location and other information to the 911 emergency service call center representative.
- (d) Services provided by Whidbey Telecom are capable of accepting Backup Power Sources and after or concurrently with initiation of Services, Customer may (but is not obligated to) purchase a Backup Power Source from Whidbey Telecom at the rate(s) provided in Schedule 1 or, in Customer's discretion, Customer may purchase a Backup Power Source from third-party retailer. If Customer purchases the Backup Power Source from Whidbey Telecom, then Whidbey Telecom shall install the Backup Power Source at the original installation appointment. If Customer purchases the Backup Power Source from a third-party, then installation charges will apply.



28. Protector Box

- 28.1 Whidbey Telecom must have access to all demarcation points between Whidbey Telecom and Customer's lines and equipment marked by a protector box. If Customer elects to have the protector box mounted inside the Customer's home or business, Customer agrees to provide access to the protector box upon Whidbey Telecom's request.
- 28.2 If Customer fails to provide access to the protector box as requested by Whidbey Telecom, Customer shall pay a minimum service charge of thirty-five dollars (\$35), in addition to any repair charges, per failed attempt to access the protector box.
- 28.3 Customer shall indemnify and hold harmless Whidbey Telecom against any and all claims, losses, and liabilities resulting from Customer's breach of this Section 28.2. Customer, Customer's marital community, and Customer's successors and assigns, hereby grant to Whidbey Telecom a full and final release of all claims associated with Whidbey Telecom's inability to access the protector box and/or any delay in repairing the line servicing the Customer's home or business, including claims related to any impairment of security systems installed in or around the home or business, and any delay or failure in the transmission of calls originating from such systems including call to 9-1-1.

29. Miscellaneous Provisions

- 29.1 Customer's use of the Services constitutes Customer's agreement to pay for the Services and/or Equipment according to the Whidbey Telecom's billing policies as amended from time to time.
- 29.2 If any part of this Agreement is found invalid, the balance of the Terms and Conditions shall remain enforceable.
- 29.3 If, at any time, Whidbey Telecom does not enforce any right or remedy available to it under this Agreement, that failure shall not result in a waiver of Whidbey Telecom's right to enforce that right or remedy at a later time.
- 29.4 Copied, scanned, or other duplicate digital or electronic images of this Agreement are admissible for all purposes.
- 29.5 Services may be denied at Whidbey Telecom's sole discretion, whether initially or during reinstatement of the Services and/or Equipment.

30. Schedule 1 – Backup Power Source Options

Name	Description	Model(s)	Retail Price**	Est. Standby Time
Battery Backup UPS - 8	UPS Micro 12V 36W with (1) L-Ion Battery Pack	(1) PP36L12U	\$ 140.00	Approx. 8 Hours
Battery Backup UPS - 16	UPS Micro 12V 36W with (2) L-Ion Battery Packs	(1) PP36L12U (1) PP36L12EX	\$ 200.00	Approx. 16 Hours
Battery Backup UPS - 24	UPS Micro 12V 36W with (3) L-Ion Battery Packs	(1) PP36L12U (2) PP36L12EX	\$ 260.00	Approx. 24 Hours
Replacement Battery	(1) L-Ion Battery Pack ONLY	(1) PP36L12EX	\$ 65.00	-- Replacement Battery Only --

**Retail prices are subject to change at Lessor’s sole discretion, please call to confirm applicable price. Does not include surcharge, taxes, or fees.

Customer Signature: _____

Date: _____