



Reach Fiber Network, LLC  
PO BOX 609  
ARIEL, WA 98603  
(855) – 596-2705

## **VOIP CUSTOMER AGREEMENT**

**Service Term** This agreement is month to month with no commitments to service and will take effect on the date your RFN Voice Service account is activated by Reach Fiber Network and will continue until terminated by you or Reach Fiber Network in accordance with this Addendum and the Customer Agreement.

**Voice Equipment** As part of your RFN Voice Service, Reach Fiber Network will provide to you certain equipment (the “Voice Equipment”). Depending on the service plan you’ve selected and the Voice Equipment provided to you, you may need to self-install the Voice Equipment. If you did not lease your Voice Equipment, you own the Voice Equipment and do not need to return it if you terminate the Voice Service.

**Fees and Payment** Voice will be billed under the same terms and conditions as the billing terms and conditions pertaining to the Internet Service. Charges for Voice will show on your Internet Service invoice as a separate line item. Reach Fiber Network does not provide paper invoices or statements. You are responsible for paying all charges on all calls made to destinations outside of the 50 United States, the District of Columbia and Canada, and directory assistance calls (“Toll Calls”). Toll Call charges are billed in arrears. You will be charged for each Toll Call in accordance with the Voice Toll Call chart, available on <https://rfninternet.com/voice>, which may be revised by Reach Fiber Network at any time. Reach Fiber Network retains the right to collect an Administrative Cost Recovery Fee as allowed by law to help cover any costs to comply with federal, state and local regulatory requirements. Additional terms relating to pricing, billing, and payment for your Voice plan are set forth on our website: <https://rfninternet.com/voice> and are incorporated in this Addendum.

### **911 Service**

WHILE VOICE MAY BE USED FOR EMERGENCY CALLS IN THE ENHANCED 911 SYSTEM (“911”), IT HAS LIMITATIONS AND RISKS. BY PURCHASING VOICE, YOU ACKNOWLEDGE AND ACCEPT THE FOLLOWING LIMITATIONS ON 911 SERVICE, INCLUDING, WITHOUT LIMITATION, FOR OTHER PERSONS WHO MAY PLACE 911 CALLS OVER YOUR VOICE SERVICE. IF YOU HAVE ANY QUESTIONS ABOUT 911 CALLS ON VOICE, CALL REACH FIBER NETWORK AT 1-855-596-2705.

VOICE MAY BE INTERRUPTED OR BE OTHERWISE UNAVAILABLE (RESULTING IN THE INABILITY TO CONNECT 911 CALLS) FOR ANY ONE OR MORE OF THE FOLLOWING REASONS, OR OTHER EVENTS BEYOND REACH FIBER NETWORK’S CONTROL:

- **Service Availability** Because Voice is provided through fiber and other vendors technology, 911 service available through Voice may be limited in comparison to 911 service that is available through traditional landline telephone carriers. Loss of service availability for Voice can be caused by a number of reasons, including, without limitation, network failures caused by weather events, network or equipment upgrades, network congestion, or other technical problems.



- **Relocation of your Voice Equipment** outside of your current Service Address requires Reach Fiber Network consent. In order for your 911 calls to be properly directed to emergency services, Reach Fiber Network must have the address where the Voice Equipment is located, which is listed at the bottom of the first page of the Customer Agreement (your "Service Address"). The Service Address is the address to which emergency services are directed. If you relocate the Voice Equipment from the Service Address without Reach Fiber Network approval, 911 calls may be directed to the wrong emergency authority, may transmit an address different from where the emergency is happening, and/or Voice (including, without limitation, 911 calling) may fail altogether. You must call Reach Fiber Network at 1-855-596-2705 (through Voice or another phone service) and receive Reach Fiber Network consent before you relocate your Voice Equipment. Reach Fiber Network will need several business days to update your Service Address in the 911 system so that your 911 calls can be properly directed. If there are delays in making your Service Address available in and through the automatic location information database used for all 911 calling, this will delay the availability of 911 calling.
- **Loss of electric power** If there is an electrical power outage in your home, 911 calling may be interrupted.
- **Suspension of Internet Service** Reach Fiber Network will continue to support 911 service in the event that your Internet Service is temporarily suspended (e.g. a short-term payment delinquency on an account); however, the disconnection of your Internet Service by Reach Fiber Network will result in the termination of all aspects of the Voice Service, including, without limitation, 911 service.

**Additional Terms** You agree to the following additional terms and conditions while using Voice:

- Subject to the limitations Reach Fiber Network will transfer ("port") your existing wireline or wireless telephone number for use with Voice. It will take approximately 5-10 business days after you order Voice to port your existing telephone number. Cancellations or changes to a port request within 72 hours of a scheduled port may result in additional fees. Reach Fiber Network will port your telephone number from Voice to another carrier at the request of that carrier, upon termination of your Voice Service. If no such request is made, Reach Fiber Network may transfer your number back to the underlying telephone number provider, in which case your number may no longer be available to you. Further, in the event your Voice Service is disconnected by Reach Fiber Network for non-compliance with the terms of this Addendum or the Customer Agreement, Reach Fiber Network may, unless you promptly authorize another carrier to request that your number be ported, transfer your number back to the underlying telephone number provider, in which case your number may no longer be available to you.
- Your existing telephone number may not be available for porting to the telephone rate center associated with your Service Address. In such instances, Reach Fiber Network will provide you with a new telephone number. New telephone numbers utilized for Voice are assigned in accordance with applicable federal and state numbering rules. A new telephone



number provided to you may not be a local telephone number for the rate center associated with your Service Address. If this happens, certain calls to you from within your telephone rate center may be long-distance calls for the caller.

- Reach Fiber Network reserves the right to limit Toll Calls to 2,000 minutes in each billing period. In addition, Reach Fiber Network may place a fraud warning on your account after you incur \$200.00 in Toll Call charges in any billing period. This may result in us charging your payment method on file for payment prior to the end of your usual billing cycle. If we are unable to collect these charges, we reserve the right to terminate your ability to make Toll Calls.
- Voice is available solely as a single line and does not allow you to place calls to 1-900 numbers.
- Voice block calls to countries on the list of blocked countries, available at <https://rfninternet.com/voice>, which may be revised by Reach Fiber Network at any time.
- If Reach Fiber Network sends you the Voice Equipment to install, you are solely responsible for installation of the Voice Equipment and activation of your number.
- Changes requested by you to your Voice Service, such as changing your caller ID, are subject to a change fee of \$2.00 per occurrence, in Reach Fiber Network's sole discretion.
- Voice has limitations with respect to fax equipment, security systems, and other analog data services and devices. For example, no additional phone line tuning is available to support faxing capabilities to satisfy industry standards and Reach Fiber Network does not provide battery backup on Voice Equipment, although you may independently obtain and connect such a system (see Voice FAQs available on <https://rfninternet.com/voice>).
- You are not allowed to move your Voice Equipment to any other location or use your Voice Equipment with any other internet service provider (ISP) service without Reach Fiber Network's prior approval.

### **Limited Warranty**

- Reach Fiber Network warrants that your Voice Equipment is new, or equivalent to new in accordance with industry-standard practices and is free from defects in material and workmanship for a period equal to your Voice Service term or 365 days from the date you receive your Voice Equipment, whichever is less (the "Limited Warranty Period"). This limited warranty does not cover damage or affected operation of covered equipment resulting from external causes, including, without limitation, accidents, acts of God, abuse, vandalism, misuse, problems with electrical power, servicing not authorized by Reach Fiber Network, unauthorized disassembly or opening of components, usage not in accordance with product instructions, and problems caused by use of parts or components not supplied by Reach Fiber Network. This limited warranty also does not cover any items that are in one or more of the following categories: software; external devices; accessories or



parts added to your Voice Equipment after installation; accessories or parts that are not installed at the factory; or any damage to the Voice Equipment caused by your misuse, neglect or abuse of the Voice Equipment or failure to follow Reach Fiber Network's reasonable instructions.

- Reach Fiber Network will replace your Voice Equipment if Reach Fiber Network determines, in its sole discretion, that such equipment is defective within the scope of the limited warranty. To receive a limited warranty service, you must contact Reach Fiber Network's Customer Care department, toll-free, at 1-855-596-2705, within the Limited Warranty Period. If Reach Fiber Network determines, in its sole discretion, that service is required pursuant to the limited warranty, Reach Fiber Network will ship new or reconditioned replacement Voice Equipment to your address in the contiguous US, freight prepaid. Reach Fiber Network may also enclose pre-paid shipping materials which must be used to ship the defective Voice Equipment back to Reach Fiber Network's designated address; or Reach Fiber Networks may provide alternate return instructions. If Reach Fiber Network requests the return of the defective Voice Equipment and provides return shipping materials or alternate return instructions, and (i) you do not return the Voice Equipment, or (ii) the returned Voice Equipment is not received in good condition (other than the defect itself or damage occurring during shipment), you will be responsible for paying the full list price of the Voice Equipment that was sent as a replacement. Reach Fiber Network may charge you for any repairs or replacement costs to out of warranty Voice Equipment, including, without limitation, related shipping and handling charges.
- THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. REACH FIBER NETWORK'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN THE VOICE EQUIPMENT IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES APPLICABLE TO THE VOICE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION AND EFFECT TO THE LIMITED WARRANTY SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**Service Limitations; Exclusion of Incidental and Consequential Damages**

- YOU ACKNOWLEDGE AND AGREE THAT VOICE AND THE INTERNET SERVICE MAY EXPERIENCE SIGNIFICANT DOWNTIME, HIGH LATENCY, OR REDUCED SPEEDS DURING YOUR USE OF VOICE. REACH FIBER NETWORKS AND REACH FIBER NETWORK'S PARTNERS SHALL NOT HAVE ANY LIABILITY BEYOND THE REMEDIES SET FORTH IN THE LIMITED WARRANTY ABOVE, NOR ANY LIABILITY WHATSOEVER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THE VOICE EQUIPMENT NOT BEING AVAILABLE FOR USE OR FOR THE INABILITY TO PLACE CALLS, OR FOR LOST OR INTERRUPTED CALLS.



SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

**911 Limitation of Liability/Indemnity**

- REACH FIBER NETWORK AND REACH FIBER NETWORK'S PARTNERS SHALL HAVE NO LIABILITY TO YOU, OTHER USERS OF YOUR ACCOUNT OR ANY THIRD PARTY, AND YOU WAIVE ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO THE INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS REACH FIBER NETWORK AND EACH OF REACH FIBER NETWORK'S PARTNERS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/ OR COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT) BY OR ON BEHALF OF YOU OR ANY USER OR THIRD PARTY ARISING OUT OF OR RELATED TO THE FAILURE OF 911 TO FUNCTION PROPERLY OR AT ALL, REACH FIBER NETWORK'S PROVISION OF 911 SERVICES OR REACH FIBER NETWORK'S FAILURE TO PROVIDE ACCESS TO 911 SERVICES.