



FairlawnGig® Residential Service Subscriber Agreement

THIS AGREEMENT CONTAINS AN "ARBITRATION CLAUSE," WHICH STATES THAT YOU AND FAIRLAWNGIG AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION, AND ALSO CONTAINS A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST FAIRLAWNGIG.

This Residential Service Subscriber Agreement ("Agreement") sets forth the terms and conditions under which FairlawnGig agrees to provide you, the Subscriber, with Internet access, home phone, and any other services provided by FairlawnGig to residential subscribers (together, the "Services"). For the purposes of this Agreement, "you" and "your" refers to the "Subscriber" who subscribes to and receives one of more of the Services and "we," "us" or "our" refers to FairlawnGig.

By subscribing to or using our Service, you, and any person who uses the Service through your subscriber account or connection, agree that your usage will be governed by all FairlawnGig Policies and Practices (as defined herein) in effect and modified by FairlawnGig from time to time. The most updated version of the FairlawnGig Policies and Practices will be posted at www.FairlawnGig.net/policies. The FairlawnGig Policies and Practices include:

- This Agreement, as amended and updated, and any associated service-specific addenda
- Acceptable Use Policy
- Billing Policy
- Copyright Infringement Policy
- Privacy Notice
- Open Internet Statement
- Other FairlawnGig policies and practices, as published on the FairlawnGig website, www.FairlawnGig.net.

IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS IN THIS AGREEMENT OR ANY OF THE FAIRLAWNGIG POLICIES AND PRACTICES, DO NOT USE THE SERVICES AND CONTACT FAIRLAWNGIG TO TERMINATE YOUR SERVICE SUBSCRIPTION.

STANDARD TERMS AND CONDITIONS OF SERVICE

1. Term of Agreement

This Agreement shall remain in effect as long as your account remains open, valid or undeleted by FairlawnGig. The Agreement commences upon the earlier of: (1) provision of your signature, (2) activation of Service; or (3) use of the Service. Note, certain provisions in this Agreement may continue after termination.

2. Entire Agreement

This Agreement along with its applicable addendum and the FairlawnGig Policies and Practices that apply to your Services together constitute the entire agreement between you and FairlawnGig and supersede any prior agreement, discussions, proposals, or written or oral statements.

3. Changes to the Services or Agreement

Subject to applicable law, FairlawnGig reserves the right, at any time, in FairlawnGig's sole discretion, to:

- Increase, add or otherwise modify fees and charges associated with the Service.
- Add to, modify or delete any provision of this Agreement or any of the FairlawnGig Policies and Practices.
- Add to, modify, or delete any aspect, feature, or requirement of the Service.

An online version of this Agreement and the FairlawnGig Policies and Practices, as may be changed from time to time, will be accessible at www.FairlawnGig.net/policies. In accordance with any applicable law, FairlawnGig will notify you of any material change to your Services or this Agreement. Any changes will become effective upon the specified date in the notice. Your continued use of the Service following the effectiveness of any change will constitute your consent to such change. If you do not agree to any such change, you should immediately stop using the Service and notify FairlawnGig that you are terminating your subscription to the Service. Additions, modifications, or deletions shall be enforceable only on a prospective basis and not retroactively.

4. Your Customer Account

You represent to FairlawnGig that you are at least 18 years of age. You are responsible in all respects (including payment obligations) for all uses of your account and all use by others of your account is subject to the terms hereof and any applicable policies. For purposes of this Agreement, all use of your account, whether or not authorized by you, shall be deemed your use. You shall be responsible for ensuring that all use of your account and any usage of the Service comply fully with the provisions of this Agreement and the FairlawnGig Policies and Practices.

Transfer of all or a portion of the account, the Service or FairlawnGig's equipment by you to any other person or entity, or to a new residence or other location, is prohibited.

5. Charges, Credit and Deposits

You agree to pay FairlawnGig for your Service and for all use of your account, including applicable charges for installation, if any, and all local, state and federal fees, taxes, surcharges, and/or assessments imposed on the Service, or home phone international usage charges. Both the amounts and the types of charges for the Service are subject to change. The current retail rates for services may be found on FairlawnGig's website, www.fairlawngig.net, or at the FairlawnGig office location, or by calling FairlawnGig. Recurring monthly charges will be billed monthly in advance. All charges are payable on the due date specified on the bill.

If you choose to pay by credit or debit card, you authorize FairlawnGig to charge your credit or debit card on file for all amounts currently owed. You agree to let FairlawnGig know promptly of any change to your credit or debit card information including cancellation of any card or a lack of funds in your account for payment.

- The availability of the Service is dependent upon your maintaining current accounts with FairlawnGig for your Services.
- If you discontinue your Service, or if any Service is discontinued for any reason including non-payment, you may be required, in addition to payment of all outstanding balances on all accounts with FairlawnGig to pay an installation charge before reconnection.
- FairlawnGig may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee is listed in the list of charges on the price list or can be provided on request.
- If you wish to dispute a bill, you must notify FairlawnGig within 30 days of the disputed bill. If you fail to notify FairlawnGig by this date, you may waive your right to a refund or credit. If FairlawnGig, in its sole discretion, determines that a credit is due, the credit will appear on your next monthly bill.

6. Right to Access Premises

You authorize FairlawnGig to access the property at which the Service(s) and/or FairlawnGig equipment will be provided to you (the "Premises") to install, configure, maintain, upgrade, inspect, repair, change, remove or replace the Service, wiring and/or equipment to ensure proper operation and delivery of our Service. You represent and warrant that you are either the owner of the Premises or, that you are authorized by the owner of the Premises to permit FairlawnGig to access the Premises for these purposes. You grant FairlawnGig any and all required easements to provide the Services to you and others within the same system. FairlawnGig is only obligated to make repairs to your Premises if we cause damage due to negligence on our part.

7. Installation, Equipment and Cabling

FairlawnGig may provide or lease to you equipment, including associated accessories ("FairlawnGig Equipment") for use with the Service. The FairlawnGig Equipment may be provided for a fee or at no cost to you and shall be provided subject to the following terms:

- The FairlawnGig Equipment is and at all times shall remain the sole and exclusive personal property of FairlawnGig, and you shall acquire no interest therein by virtue of the payments provided or the attachment of any portion of the Equipment to your residence or otherwise.
- You will not open, alter, misuse, tamper with or remove the FairlawnGig Equipment as and where installed by FairlawnGig, and will not remove any markings or labels from the FairlawnGig Equipment indicating FairlawnGig ownership or serial or identity numbers. You will safeguard the FairlawnGig Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by FairlawnGig) will not permit anyone other than an authorized representative of FairlawnGig to perform any work on the FairlawnGig Equipment.
- Upon termination of Service, for whatever reason, you acknowledge that your right to possess and use the FairlawnGig Equipment shall likewise terminate. In such an event, the FairlawnGig Equipment shall be returned to FairlawnGig in the same condition as when received, ordinary wear and tear excepted. You will promptly return the FairlawnGig Equipment or notify FairlawnGig to schedule retrieval by FairlawnGig. Failure of FairlawnGig to remove its FairlawnGig Equipment shall not be deemed abandonment. You will pay the expense incurred by FairlawnGig in any retrieval of the unreturned FairlawnGig Equipment. FairlawnGig may charge you a continuing monthly fee until any remaining FairlawnGig Equipment is returned, collected by FairlawnGig or fully paid for by you in accordance with the below. The current fee can be provided on request.
- If the FairlawnGig Equipment is damaged, destroyed, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the FairlawnGig Equipment. If the FairlawnGig Equipment is not returned to or retrieved by FairlawnGig upon termination of Service, you will pay FairlawnGig, on demand, the replacement cost of the FairlawnGig Equipment without any deduction for depreciation, wear and tear or the physical condition of such FairlawnGig Equipment. You agree that if you fail to return the FairlawnGig Equipment, FairlawnGig can charge your bank or credit card or account (if debit authorization has been obtained from you) the amounts described herein, in addition to any other remedies or collection efforts.
- Upon termination of Service, subject to applicable law and regulation, FairlawnGig may, but shall not be obligated to, remove any cabling installed by FairlawnGig on your premises.

8. Customer Conduct

The Service is offered and provided under this Agreement as a residential service offered for reasonable personal, non-commercial use only.

- You may not receive, use or assist others in receiving or using the Service in an unauthorized manner.
- You will not resell or redistribute (whether for a fee or otherwise) the Service, or any portion of the Service, or otherwise charge others to use the Service, or any portion of the Service.
- The Service shall not be used in any way that may violate the law, your Agreement, third party property rights or other rights in the FairlawnGig Policies and Practices.

FairlawnGig may suspend your account, or cancel your account with notice as required by applicable law if FairlawnGig determines in its discretion that you have violated this Agreement or any of the FairlawnGig Policies and Practices. If your account is suspended, you will not be charged for that period of time during which you do not receive the Service. If your account is cancelled, you will be refunded any pre-paid fees minus any amounts due to FairlawnGig. You agree that FairlawnGig shall have the right to take any action that FairlawnGig deems appropriate to protect the Service or FairlawnGig's facilities and Equipment, including reporting incidents to law enforcement and pursuing any other available remedy or right. Although FairlawnGig has no legal obligation to do so, FairlawnGig retains the right to monitor the Services to ensure compliance with this Agreement.

9. Service Interruptions; Force Majeure

Service interruptions may occur for maintenance, testing or other system interactions from time to time, with or without notice. Power outages may also interrupt availability of the services. Unless otherwise specified, you will not be entitled to a refund, credit or other compensation for such loss of service or unavailability. Should FairlawnGig choose to issue a credit, it will be provided on the next practicable bill for the Service issued by FairlawnGig to you. FairlawnGig shall have no liability for interruption of Service due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

10. Disclaimer of Warranties

THE SERVICES, FAIRLAWNGIG EQUIPMENT AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE, AVAILABILITY, QUALITY OF SERVICE OR FITNESS FOR PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. FAIRLAWNGIG MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, ACCURATE, COMPLETE, VIRUS OR MALWARE FREE. YOU FURTHER AGREE THAT ALL USE OF THE SERVICE IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING: FAIRLAWNGIG DOES NOT MAKE ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA FAIRLAWNGIG'S FACILITIES OR THE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR PHONE COMMUNICATIONS. YOU AGREE THAT FAIRLAWNGIG WILL NOT BE LIABLE FOR ANY SUCH AUTHORIZED ACCESS. YOU HAVE THE SOLE RESPONSIBILITY TO SECURE YOUR COMPUTER AND PHONE COMMUNICATIONS.

You understand that the installation, use, inspection, maintenance, repair, replacement or removal of the Services, FairlawnGig Equipment or Software may result in damage to your computer(s) or other hardware, including software and data files stored thereon. You shall be solely responsible for backing up all existing computer files prior to the performance of any of the foregoing activities. FairlawnGig shall not have any liability, and expressly disclaims any responsibility whatsoever, for any damage to or loss or destruction of any software, hardware, data or files.

In no event (including negligence) will FairlawnGig or any person or entity involved in providing the Services or FairlawnGig Equipment be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the Services, including the use or inability to access emergency 911/E911 services and alarm monitoring services, any action taken to protect the Services, or the breach of any warranty.

11. Indemnification

You agree to defend, indemnify and hold harmless FairlawnGig and the City of Fairlawn, together with its respective officers, directors, employees, agents, contractors and third party vendors (the "FairlawnGig Related Parties"), from and against any and all claims, demands, damages, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or related in any way to:

- The use of the Services or FairlawnGig Equipment and/or facilities by you, or other users of your Services or account;
- Any violation of law by you, or other users of your Services or account;
- Any breach or violation of the Agreement relating to the Service;
- Any content, software, communication or transmission by you, or other users of your Services
- Any unauthorized use of the Service or FairlawnGig Equipment;
- Any other act or omission.

12. Limitation of Liability

THE FOLLOWING LIMITATION OF LIABILITY DESCRIBES THE EXTENT OF LIABILITY OF FAIRLAWN GIG, THE CITY OF FAIRLAWN, AND ANY FAIRLAWNGIG RELATED PARTIES, FOR ANY CLAIMS OF DAMAGES CAUSED BY ACTIONS, OMISSIONS OR FAILURES OF FAIRLAWNGIG AND/OR THE SERVICES, FAIRLAWNGIG EQUIPMENT OR SOFTWARE OR ANY OTHER CLAIMS INVOLVING FAIRLAWNGIG.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT, EXCEPT FOR ANY CREDITS PROVIDED IN FAIRLAWNGIG'S DISCRETION OR OTHERWISE REQUIRED BY THIS AGREEMENT, FAIRLAWNGIG SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSSES, DAMAGES OF ANY KIND BASED ON BREACHES OF THIS AGREEMENT OR YOUR RELATIONSHIP WITH US OR ARISING FROM THE FAIRLAWNGIG EQUIPMENT, REGARDLESS OF THE TYPE OR BASIS OF THE CLAIM. IN NO EVENT, WILL FAIRLAWNGIG BE REQUIRED TO PAY YOU AN AMOUNT IN EXCESS OF ANY SERVICE FEES PAID DURING THE MONTH PRECEDING YOUR CLAIMED LOSS OR DAMAGES.

THE FOREGOING SHALL CONTINUE IN EFFECT AFTER TERMINATION OF THE AGREEMENT.

13. Arbitration

THE FOLLOWING ARBITRATION PROVISION STATES THAT YOU AND FAIRLAWNGIG AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION (EXCEPT WAIVER OF JURY TRIAL) WITHIN 30 DAYS OF THE COMMENCEMENT OF THIS AGREEMENT, AS DESCRIBED IN THE OPT OUT PROVISION BELOW. IF YOU DO NOT OPT OUT OF THIS PROVISION, YOU WILL BE BOUND TO SETTLE YOUR DISPUTE IN THE FOLLOWING MEANS.

A "Dispute" includes any claim, dispute or controversy between you and FairlawnGig and/or the City of Fairlawn or any of its respective officers, employees, and agents, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory.

You and FairlawnGig agree that you will try to resolve any Dispute informally before proceeding to arbitration. Customer Disputes should be directed to FairlawnGig customer service at the number listed on the FairlawnGig website. If we are unable to resolve the Dispute informally, then except as otherwise described below, You and FairlawnGig agree that any controversy or claim arising out of or related to this agreement (but not any claims arising out of commercial activities or the theft or other unauthorized receipt of any FairlawnGig service on the part of you) shall be resolved by arbitration commenced within one year under the then-current commercial arbitration rules of the American Arbitration Association (or any consumer rules adopted by the American Arbitration Association to which both parties agree). No claim subject to arbitration under this agreement may be combined with a claim subject to resolution before a court of law or equity. The arbitrability of Disputes shall be determined by the arbitrator. Any award of the arbitrator shall be in writing and shall state the reasons for the award. Judgment upon an award may be entered in any court having competent jurisdiction. The arbitrator shall not have the power to award any damages in excess of the applicable limits set forth in or excluded under Sections 10, 11 or 13 of this Agreement. The Federal Arbitration Act, 9 U.S.C. §1-16, shall govern the interpretation and enforcement of this paragraph. Each party shall bear its own expenses and the cost of arbitrator(s) shall be shared except that Customer may recover his/her filing and arbitrator(s)' fees if Customer is the prevailing party. The parties expressly waive any entitlement to attorneys' fees or punitive damages to the fullest extent permitted by law. Consolidated or class action arbitrations shall not be permitted. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents at the hearing. In lieu of arbitration, you and FairlawnGig may bring Disputes before a small claims court, if the Dispute falls within the jurisdiction of the small claims court. If you bring a claim in small claims court, where legally permissible, you waive discovery in the proceeding, meaning that you agree you will not be able to depose FairlawnGig witnesses or seek non-public documents.

Opt out. You may opt out of the above arbitration provision by notifying FairlawnGig in writing within 30 days of the commencement of this Agreement, as defined in Section 1, by sending an email to info@fairlawngig.net or a letter via U.S. mail to FairlawnGig, Attn: Customer Service, 3300 Fairlawn Service Drive, Fairlawn Ohio, 44333, stating that you opt out of this arbitration provision. Your decision to opt out of the arbitration provision will not affect any other portion of this Agreement with FairlawnGig and will remain in effect regardless of any future modifications to this Section by FairlawnGig or your agreement to any new terms of service under this Agreement. If you enter into a new agreement with FairlawnGig and wish to opt out of any portion of that new agreement, you will need to follow the opt out provisions specific to that agreement.

Jury Trial and Class Action Waiver. YOU AND FAIRLAWNGIG WAIVE THE RIGHT TO A TRIAL BY JURY. YOU AND FAIRLAWNGIG FURTHER AGREE THAT WE MAY ONLY BRING CLAIMS AGAINST ONE ANOTHER IN YOUR OR FAIRLAWNGIG'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION. THIS WAIVER SHALL APPLY TO ANY CLAIMS BROUGHT IN SMALL CLAIMS COURT. You and FAIRLAWNGIG agree that this class action waiver is an essential part of our arbitration provision and if the waiver of class action is not enforceable, then the entirety of this Section 14 arbitration provision shall be null and void, except for the waiver of the right to trial by jury.

One Year to Bring Claim. YOU MUST CONTACT FAIRLAWNGIG WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO YOUR CLAIM (EXCEPT FOR BILLING DISPUTES WHICH ARE GOVERNED BY SECTION 5), OR YOU WAIVE THE RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, TO PURSUE THAT CLAIM.

Survival. This arbitration provision shall survive termination of this Agreement.

14. Interpretation; Severability

This Agreement is, and shall be interpreted as, subject to applicable law and regulation. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

15. Consent to Electronic Notice

Unless otherwise specified, all notices required or contemplated hereunder will be provided by FairlawnGig by such means as FairlawnGig shall determine in its discretion. Without limiting the foregoing, you agree that FairlawnGig may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement or the FairlawnGig Policies and Practices, by electronic means (e.g., email or online posting), except as prohibited by applicable law.

16. Waiver

Failure by FairlawnGig to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

17. Termination

Unless you have entered into an Agreement with FairlawnGig that has a specified minimum term, you or FairlawnGig may terminate this Agreement at any time without cause by providing the other party a minimum of 24 hours written notice of the termination request. FairlawnGig may also provide notice of termination by electronic or other means. FairlawnGig may also terminate Service with or without notice to you if you fail to pay for the Service, breach any part of this Agreement; violate the law; violate any of the FairlawnGig Practices and Policies; or improperly use the Services or FairlawnGig Equipment.

Upon termination of any Service or this Agreement, for any reason, you agree to:

- Cease using the relevant Service and accompanying FairlawnGig Equipment and software;
- Promptly return the FairlawnGig Equipment and/or software;
- Fully pay any required fees and/or charges for the Service and FairlawnGig Equipment.

FairlawnGig reserves the right, but shall not be required, to delete any files, programs, data, email messages, voicemail, usernames and EMAIL addresses in the customer portal associated with your Service.

18. Assignment

Neither this Agreement nor any of the Services, FairlawnGig Equipment or software may be assigned or transferred, in any part, without the prior written consent of FairlawnGig. FairlawnGig may assign all or part of this Agreement without notice to you and without your consent.

19. Survival

Portions of this Agreement will survive termination, including Arbitration (Section 14), your Indemnification of FairlawnGig (Section 12), Limitation of Liability (Section 13), Disclaimer of Warranties (Section 11) fee and payment obligations (Section 5), claims, rights and remedies arising from a violation of this Agreement, and other terms that should reasonably be expected to continue after termination of the Agreement.

20. Acceptable Use:

You agree to use the FairlawnGig Internet Access Service in accordance with FairlawnGig's Acceptable Use Policy, available at www.FairlawnGig.net/policies.

21. Equipment Attachment:

Each home will require the attachment of Optical Network Termination (ONT) equipment (similar to a cable modem) which is provided free by FairlawnGig. The FairlawnGig ONT includes a residential router and Wi-Fi Access Point for use in the customer's residence. Customers may utilize this router or choose to use another approved device. No other equipment may be attached to the FairlawnGig fiber network. As technology changes, FairlawnGig reserves the right to update their approved ONT models.

22. Access to Third Party Sites:

You are responsible for any and all charges incurred by third parties who offer goods, services, content and information through the Internet. You are also responsible for protecting your private and/or confidential information, including but not limited to your identity, credit card information or any other information provided to third parties through the Internet Service. FairlawnGig is not responsible for any third party content, websites, products or services.

23. Protection of Your Computer System and Other Equipment:

You are responsible for protecting your computers, computer systems, software, hardware, or other related equipment from viruses or other malware that may be acquired through use of the FairlawnGig Internet Access Service.

24. Protection of FairlawnGig Network:

FairlawnGig reserves the right to take any action necessary to protect the security of its network consistent with applicable law.

25. Management of FairlawnGig Network:

FairlawnGig may manage its network consistent with applicable law. For additional information regarding FairlawnGig's Internet Access Service, please visit www.FairlawnGig.net/policies.

26. Loss of Data:

FairlawnGig shall not be held liable for any damage, loss, or destruction of any of your software, data or files.

ADDITIONAL TERMS FOR TELEPHONE SERVICE

The following additional terms of services shall apply to all subscribers who receive FairlawnGig Home Phone Service and shall be included as part of this Agreement. To the extent that any of the following provisions conflicts with any of the Standard Terms and Conditions of this Agreement, the provisions of these Home Phone Service additional terms of service shall govern. All capitalized terms not defined below shall have the definitions given to them in the Agreement.

- 1. Pricing:** You are bound by any telephone terms of service and rates that are available on the FairlawnGig website at <https://www.fairlawngig.net/phone-service/>.
- 2. USF:** A mandatory Universal Service Fund ("USF") charge will be added to your monthly bill for overall Home Phone charges. This USF charge is designed to assist those living in rural areas, low-income consumers, rural health-care providers, schools and libraries. This fee applies to all U.S. residents with telephone services. All telephone service providers in the United States are required to contribute to USF, and percentages are subject to change from quarter to quarter. For more information on USF programs, visit www.fcc.gov.
- 3. Phone Number Portability:** You have the right to move your telephone number from FairlawnGig to a different service provider in accordance with federal regulations. In order to transfer your telephone number to another service provider, you must request the transfer from your new service provider, not from FairlawnGig. Once you port your number to your new phone service provider, you terminate your Home Phone Service with FairlawnGig and all associated features supplied with that Home Phone Service. You remain liable for any charges and/or fees incurred prior to termination.
- 4. Backup Power for Home Phone Service:** FairlawnGig offers back-up power supply for the FairlawnGig Equipment, however, you expressly acknowledge that if the FairlawnGig's network or facilities are not operating, the Home Phone Service, including the ability to access emergency 911 services, will not be available.

- 5. Effectiveness of 911/E911 Location Services.** FairlawnGig's Phone Service is designed to be used on the premises in which service is installed. If you move your Phone modem to another location 911/E911 and other emergency services will not be dispatched to the proper address. You must provide FairlawnGig with notice at least five (5) business days prior to moving the Home Phone Service to a different location in order to allow updating of 911/E911 location databases. 911/E911 service will not be available until the location databases are updated.
- 6. E911 Advisory.** You acknowledge that you have received and understood the E911 advisory provided by FairlawnGig regarding the circumstances under which E911 service may not be available through FairlawnGig's Phone Service, circumstances including but not limited to, relocation of your IP-compatible CPE, use of a non-native telephone number, a broadband connection failure, and delays that may occur in updated location databases, as described in Number 5 above.
- 7. Equipment.** The FairlawnGig ONT (ONT) that we install in your home is the property of FairlawnGig. In the event that you relocate or disconnect service, you must return the ONT to a local FairlawnGig office, or arrange for it to be picked up by FairlawnGig. If the device is not returned, you will be subject to a one-time charge for the device. You assume the risk of loss, theft or damage to the equipment at all times prior to the removal of the units by FairlawnGig or return of the units by you.



3300 Service Center Drive • Fairlawn, Ohio 44333
330-668-3300
support@fairlawngig.net www.fairlawngig.net

FairlawnGig is a registered trademark of the City of Fairlawn, Ohio.