



## **ConnectAnza Customer Agreement**

Thank You for choosing ConnectAnza Service(s). ConnectAnza is a division of Anza Electric Cooperative, Inc. This agreement describes the terms and conditions between “Member” or “You” and ConnectAnza (“CA”), “Service Provider”, “Us”, or “We”. Please read this agreement carefully, prior to accessing the Services, since it contains important contract rights and obligations between You and CA, as well as important limitations on those rights. By using the Service(s) You agree to be bound by all the terms and conditions set forth in this agreement. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES AND CONTACT US IMMEDIATELY TO TERMINATE YOUR SERVICE(S). YOU WILL BE RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH THE SERVICE(S) UNTIL THE SERVICE CANCELLATION DATE.

### **1. Definitions.**

Service(s). Means any fiber optic service and features you receive or order from ConnectAnza. We currently offer:

a. Broadband Internet Access (Broadband) Service. Broadband Service provides the capability to transmit data to and receive data from all or substantially all Internet endpoints. Special provisions applicable to Broadband Service are in Section 12.

b. Voice Over Internet Protocol (VOIP) Service. VOIP Service is a voice service that allows you to make voice calls using a Broadband Service connection instead of a regular (or analog) phone line. Special provisions applicable to VOIP Service are in Section 13.

Leased Equipment. Means a unit called an Optical Network Terminal “ONT” which CA must install on your premises in order to provide any Services, and any other equipment which may be provided by CA for use on your premises in connection with delivery of Service(s),

### **2. Availability.**

The Service(s) are currently available in limited areas to Residential and Business Cooperative Members.

### **3. Terms Applicable to the Services.**

Your use of the Service(s) is subject to compliance with this agreement which incorporates the terms of Your Service Order(s), Your selected Service Plan(s), and CA policies referenced in this agreement. Your copy of this entire agreement will be sent to your email address. It is your responsibility to verify receipt and/or notify CA if it has not been received. Our website always contains the most current versions of our Customer Agreement, Service Plans, and Policies. See [www.connectanza.org](http://www.connectanza.org) or contact Anza Electric’s business office for a copy.

### **4. Term, Renewal and Termination.**

**4.1** Month-to-Month Term. The term of the Agreement commences on the date the Service is activated and continues on a month-to-month basis until terminated by You or Us in accordance with this Agreement.

**4.2** Termination by Member. Subject to Your payment of the fee for Services for the full billing cycle in which termination occurred, you may terminate this Agreement and discontinue your Service upon 30 days written or e-mail notice to Us. You must terminate this Agreement in accordance with its terms; failure to do so may delay or prevent Us from knowing that a termination was intended. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or we have acknowledged such termination in writing or by e-mail.

**4.3** Termination by ConnectAnza. Member's failure to observe the terms and conditions set forth in this Agreement may result in ConnectAnza taking actions anywhere from a warning to a suspension or termination of Member's Service(s). When feasible, ConnectAnza may provide Member with a notice of an Agreement violation via e-mail or otherwise allowing the Member to promptly correct such violation. ConnectAnza reserves the right, however, to act immediately and without notice to suspend or

terminate affected Services in response to a court order or government notice that certain conduct must be stopped or when ConnectAnza reasonably determines, that the conduct may: (1) expose ConnectAnza to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of ConnectAnza's network or networks with which ConnectAnza is interconnected, (3) interfere with another ConnectAnza Member's use of Services or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to ConnectAnza or ConnectAnza's Members.

**4.4 Post-Termination Obligations.** Notwithstanding any cancellation or termination of this Agreement or any of Your accounts, nor any termination of access to or Use of the Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation or termination. Your payment and other obligations under this Agreement are not suspended or affected by a termination of access to or Use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by You or any User of Your account.

**4.5 Return of Leased Equipment.** All Leased Equipment provided to You or installed at the Service location under this Agreement must be returned if you elect to terminate your Services, or your Services are otherwise terminated for any reason at any time. WITHIN 15 DAYS OF SUCH TERMINATION, OR DISCONNECTION, YOU AGREE TO CONTACT CA AND PROVIDE ACCESS TO CA FOR REMOVAL OF LEASED EQUIPMENT OR RETURN ALL SUCH EQUIPMENT IN GOOD OPERATING CONDITION, NORMAL WEAR AND TEAR EXCEPTED, TO: ConnectAnza/Anza Electric Cooperative, Inc. 58470 Hwy 371, Anza CA 92539. You are responsible for and shall bear all costs and expenses to return such Leased Equipment. IF YOU DO NOT RETURN SUCH LEASED EQUIPMENT AS SET FORTH HEREIN, YOU AGREE TO PAY, AND WE WILL AUTOMATICALLY APPLY YOUR DEPOSIT TO YOUR CA ACCOUNT.

## **5. Who May Use The Service? - Responsibility and Supervision.**

**5.1 Age and Account Set -Up.** You represent that the Service will be installed and Used solely in Your residential, commercial, retail, or other business location. You represent that You are at least 18 years of age and have the legal authority to order the Service(s). You agree that You are responsible for obtaining installation services for the Leased Equipment from a ConnectAnza installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is Used, including (without limitation) all related passwords and User identification information.

**5.2 Installation of Leased Equipment.** You represent that there are no legal, contractual or similar restrictions on the installation of the Leased Equipment in location(s) You have authorized. It is Your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that We will be required to access Your premises or system to install and maintain the Equipment and its components inside or outside Your premises for You to receive the Service. By agreeing to these terms, scheduling a visit for service or installation, and permitting Us to enter Your home or business, You are authorizing ConnectAnza to perform all of the above actions. CONNECTANZA SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER.

**5.3 Member Responsibility.** You agree that You are responsible for all access to and Use of the Service through Your account or password(s) and for any fees incurred for Service or any other expenses incurred in accordance with the terms of this Agreement. Members remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Services. ConnectAnza has no responsibility for any material created on the ConnectAnza network or accessible using Services, including content provided on third-party websites linked to the ConnectAnza network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by ConnectAnza of the content(s) of such sites. Members are responsible for taking prompt corrective action(s) to remedy a violation of Agreement and to help prevent similar future violations. You acknowledge that You are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who Use the Service through Your account. You ratify and confirm any obligations a minor using Your account incurs or assumes and any promises or permissions such minor makes or gives.

## 6. Fees and Payment.

### 6.1 Fees, Taxes and Other Charges.

a. Commencement and Duration of Monthly Fees. You acknowledge that (subject to any exceptions granted by Us) a monthly fee will apply for each and every month (or portion of a month) that You are a subscriber, beginning with the date Service(s) you order are activated. Your account will continue until You cancel the account in accordance with the method or methods specified by Us (unless otherwise terminated in accordance with this Agreement). The monthly fee for the applicable Service shall cease to apply for any months after the billing month in which You cancel or terminate that Service or Your account in accordance with these terms and conditions. Your last month of Service will not be pro-rated.

b. Modifications to Service Fees. We reserve the right to change our prices and fees for Services, at any time upon 30 days' notice, as permitted by law.

c. Taxes and Other Charges. Service fees are currently inclusive of all local, state and federal taxes, regulatory fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Leased Equipment including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, meaning there is no separate line item on your bill for these items. CA reserves the right to separately charge for these items In addition to the rates and charges for the Service(s) at any time upon notice, as permitted by law.

c. Billing and Charges. You agree to pay, in accordance with the provisions of the billing option You selected, any deposit, activation or monthly fees, Service charges, minimum charges and other amounts charged to or incurred by You, or by Users of Your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. . We reserve the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month. **All bills will be sent to the physical or email address you provide in this Agreement.** Member will be responsible for notifying Us of any change to the billing physical or email address to ensure receipt of monthly billing.

d. Payment. You agree to make all payments via cash, check, monthly credit card charges or electronic funds transfer, unless otherwise arranged in advance.

e. NSF Fees. You may be charged NSF (Non-Sufficient Funds) fees for any checks returned by your bank due to lack of available funds.

**6.2 Disputes and Partial Payments.** If You think a charge is incorrect or You need more information on any charges applied to Your account, you should contact our billing department. You must contact Us within thirty (30) days of receiving the statement on which the error or problem appeared, otherwise, the charges will be deemed correct and You will have waived Your right to dispute them. We will make available to You an electronic statement for each billing cycle showing payments, credit purchases and other charges. We will not pay You interest on any overcharged amounts later refunded or credited to You. We may, but are not required to, accept partial payments from You. If partial payments are made, they will be applied to amounts owed by You starting with the oldest outstanding statement. If You send Us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept and negotiate them, without losing any of our rights to collect all other amounts owed by You under this Agreement. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

**6.3 Deposits.** CA charges a deposit which must be paid before Services can be activated. Deposits will not earn or accrue interest. If you owe us money for Services or fail to return Leased Equipment when your Services are terminated as provided in Section 4.5, we can deduct those amounts from any existing credit you have with us or any security deposit you provide, or if applicable, charge them to the bank or credit card account you have authorized us to use.

**6.4 Reactivation.** If Your Service is suspended or terminated due to Your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, we may require an additional deposit before reactivating Your Service. The amount of the deposit will not exceed one year of monthly fees. If Your Service is suspended or terminated for any reason, including at Your request or because of Your failure to pay past due amounts, and You want to reactivate the Service, you agree to pay a reactivation fee in accordance with our then current rates. In addition, you must bring Your account up to date through

the month of reactivation by making payment in full of any outstanding balance, fees, deposits and other applicable charges. A minimum re-activation fee of \$50 will be applied.

## **7. Software Licenses; Modifications to Services.**

**7.1** Software for Use with Services. We may provide you, for a fee or at no charge, software for use in connection with the Services which is owned by CA or its third party licensors, providers and suppliers ("Software"). In some cases, the Software may enable CA to deliver messages to you. We reserve the right periodically to update, upgrade, change, or add new Software remotely or otherwise and to make related changes to the settings and software on your computer or Leased Equipment, or any equipment authorized by CA for use in connection with the Services, and you agree to permit such changes and access to your computer, Leased Equipment, and any such equipment authorized by CA for use in connection with the Services. You may use the Software only in connection with the Services and for no other purpose.

**7.2** We may discontinue, add to, or revise any or all aspects of any of the Services in our sole discretion, including access to support services, publications and any other products or services ancillary to the Services. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to You by Us, in connection with the Services. If we undertake any changes to the Services, we may or may not, but will if required by law to, notify You by e-mail, online via one or more of the websites within the Service or other electronic notice. If You do not agree to such changes, then You must cancel Your subscription and stop Using the Service prior to the effective date of such changes. Your Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes.

## **8. Acceptable Use Policy; Open Internet Transparency Disclosures; Restrictions on Use.**

**8.1** Acceptable Use Policy. You agree to abide by the terms of CA's Acceptable Use Policy when using the Services. The most current version of the Acceptable Use Policy is available online at [www.connectanza.org](http://www.connectanza.org).

**8.2** Open Internet Transparency Disclosures. Federal regulations requires CA to make certain Open Internet Transparency Disclosures. The most current version of the Open Internet Transparency Disclosures is available online at [www.connectanza.org](http://www.connectanza.org).

**8.3** Restrictions on Use of the Service. CA reserves the right to immediately suspend Your Service(s) and CA may terminate this Agreement if You knowingly or otherwise engage in any prohibited activity or if You Use the Leased Equipment or Service(s) in a way which is contrary to any CA policy or any policy of a CA supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

**8.4** Prohibition on Resale. Reselling, re-provisioning or renting the Service(s) or otherwise making the Service(s) available for a fee or free-of-charge to anyone outside Your residence or business premises (e.g. via wired, wireless, wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited. The Service(s) are intended for personal and commercial Use in a manner that is consistent with the terms of this Agreement and You agree not to Use the Service(s) for operation as an Internet service provider or for any prohibited business enterprise or purpose, or as an end-point on a non-ConnectAnza local area network or wide area network to facilitate public Internet access.

**8.5** No Unauthorized Use of Leased Equipment. You are strictly prohibited from altering, modifying, or tampering with the Leased Equipment or Service or permitting any other person to do the same who is not authorized by CA.

**8.6** Compliance with Laws. Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule. You agree to comply with all applicable laws, rules and regulations in connection with the Service, Your Use of the Service(s) and this Agreement.

**8.6** Security. You agree to take reasonable measures to protect the security of Your computer, including maintaining, at Your cost, an up-to-date version of anti-virus and/or firewall software to protect Your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if Your computer becomes infected and causes any of the prohibited activities listed in this Agreement, CA may immediately suspend your Service until such time as Your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, you are solely responsible for the security of any device You choose to connect to the Service, including any data stored or shared on that device.

**8.7 Responsibility of Member.** You are responsible for any misuse of the Service(s), even if the misuse was committed by a friend, family member, or guest with access to Your Service account. Therefore, You must take steps to ensure that others do not Use Your account to gain unauthorized access to the Services by, for example, strictly maintaining the confidentiality of Your Service login and password. You are considered the registered recipient of the Services until we receive such notice, and You will be liable for any charges or fees incurred by the Use of Your Leased Equipment by anyone else up to the time that we receive Your notice, unless otherwise provided by applicable law. You may not assign or transfer Your Service without our written consent. If You do, we may inactivate your service. If Your Leased Equipment is stolen or otherwise removed from Your premises without your authorization you must notify us immediately, or else you will be liable for payment for unauthorized Use of the Services or Leased Equipment.

## **9. Privacy Policy.**

Privacy Policy. The Service(s) may use, in whole or in part, a managed data network, the public internet and third-party networks to transmit voice and other communications. CA will take reasonable measures with respect to the secure transmission of the Service(s). CA will treat your personal information in accordance with its then-current Privacy Policy (available at [www.connectanza.org](http://www.connectanza.org)) and the terms of this Agreement. You agree to the terms of the Privacy Policy, which describes CA's use and disclosure of information about your account and your use of the Service(s). In the event of a conflict between CA's Privacy Policy and the other terms of this Agreement, this Agreement shall control.

## **10. ConnectAnza Leased Equipment; Customer Support.**

**10.1** This Agreement allows you to use the Leased Equipment while you remain an active member in good standing and in compliance with this Agreement. The Leased Equipment is owned by CA at all times and You are strictly prohibited from altering, modifying, or tampering with the Leased Equipment or permitting any other person to do the same who is not authorized by CA.

**10.2** Repair/Replacement of Leased Equipment: ConnectAnza will determine, at its discretion, the manner in which repairs/replacements will be made. CA reserves the right to use refurbished equipment on occasion. Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished or non-original manufacturer's parts that perform to the factory specifications. Equipment and parts which are replaced become our property except where prohibited by law. Service does NOT Cover: (1) Equipment rendered defective by member negligence, willful damage, vandalism, abuse, neglect, intentional physical damage, misuse (including faulty installation, repair, or maintenance by anyone other than a ConnectAnza-authorized service provider, unauthorized modification, viruses and/or spyware, performance failures due to not maintaining firmware updates, extreme environment (including extreme temperature or humidity), external condensation, mold, immersion/submersion in liquid (e.g., pool, bathtub), lightning, fire, flood, insect infestation, rodents, war, terrorism, computer software related failures, Acts of God or other external causes, or use not as the manufacturer intended, as stated in your manufacturer's warranty; (2) Damage occurring in connection with physical damage to a portion of a residence or business premise if destruction of a residence or business premise is so severe that service is or must be disconnected and subsequently reestablished. Such physical damage may include damage caused by flood, earthquake, acts of war, fire, lightning, wind, or other casualty; (3) Fees or costs related to third-party contracts and consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort or no-fault-found diagnoses

**10.3** Service and Support. CA Technical Support is available by phoning (951) 763-4333. A technician will assist You with diagnosing the problem and taking steps to restore connectivity of Your CA service. On-site Service performed will be done during regular business hours and is at our discretion.

- Repairs or replacements will be performed at our discretion by a CA employee or authorized third party service provider. Charges may be incurred by You for on-site technical support at rates to be under separate contract.
- You must provide a safe, non-threatening environment for our technicians to receive service. Service may be denied if this provision is not complied with.

**10.4** Availability of Support Services: While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping delays, Force Majeure or other external causes.

**10.5.** CA is not responsible for supporting Your network equipment, peripheral equipment, including, but not limited to telephones, computers, personal computer devices, routers, switches, or other software applications.

## **11. Warranties and Limitations of Liability.**

**11.1 DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. CA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES CA MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED 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 IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE. CA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY CA SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE CA PROVIDES MEMBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, CA CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. CA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY.

**11.2 Indemnity.** You agree to indemnify, defend and hold Us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to any and all Use of Your account. This includes, without limitation, responsibility for all consequences of Your (or that of any User of Your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by Us in enforcing this Agreement against You.

**11.3 Third Party Beneficiaries.** The provisions of this Section 11 are for the benefit of CA, and our respective contractors, information or content providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

## **12. Special Provisions Applicable to Broadband Service.**

**12.1 Maximum Performance.** Broadband Services may have maximum performance standards for download and upload speeds (e.g. up to 100 x 100 Mbps for residential). We do not guarantee that you will obtain the maximum speeds for the Broadband Service to which you subscribe at any given time or on a continuous basis. The performance you experience at any time will be affected by a number of factors, including the nature of the Internet and its protocols, our facilities, the bandwidth we devote to carriage of protocol and network information, the condition and configuration of our Leased Equipment or Your equipment at your location, whether you use an in-home wi-fi network, data volume and congestion on our network and the Internet, the time of day you are using the Broadband Service, the performance of the website servers you try to access, and the priority we give to specialized services (such as VOIP Services) we deliver using our Leased Equipment as described in our Open Internet Transparency Disclosures.

**12.2 Your Transmissions.** If you send or post materials through the Broadband Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant us, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates this Agreement, we may (but have no duty to) delete the materials, block access to them or cancel your account.

**12.3 Addresses.** Use of the HSD Service does not give you any ownership or other rights in any Internet Protocol, email or Internet addresses that may be provided to you as part of the Broadband Service. We may modify or change these addresses at any time without notice to you. Upon termination of an Broadband Service account, we reserve the right to permanently delete or remove any or all addresses associated with such account.

### **13. Special Provisions Applicable to VOIP Service.**

**13.1 Broadband Connection Required.** You must subscribe to CA's Broadband Service in order to subscribe to VOIP Service.

**13.2 Unlimited Inbound or Outbound calls:** The minutes available using VOIP Service for local and domestic long distance calling, plus Canada are unlimited; however, CA reserves the right to terminate Your VOIP Service if Your use of the VOIP Service exceeds what CA or its supplier determines to be normal and ordinary standards of voice use as set by a majority of CA's or its supplier's other end users. In CA's sole discretion, CA may assess additional charges per minute (to be determined in CA's sole discretion) if Your use of the VOIP Service exceeds normal usage patterns by providing You with a minimum 1 week notice prior to such change.

**13.3 Outbound International Calling** By default, outbound international calling to countries other than Canada is disallowed. If You wish to place international calls to other countries, then You must order international calling. If You intend to use a calling card to place international calls, it is not necessary to activate international calling.

**13.4 Exclusions.** VOIP Service does not support and CA will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and CA might be expected to act as a collection agent. In addition, the following types of calls are not included in any unlimited calling plan and will be individually metered and billed:

- International (except to Canada)
- Inbound Toll Free
- Directory Assistance
- Operator Assistance
- International Directory Assistance
- Call Before You DIG

Charges may apply for other services such as having an unlisted number.

**13.5 Rates for Metered Calls and Other Services.** The current charges and rates for the metered calls and other services not included in the unlimited plan can be found at [www.connectanza.org](http://www.connectanza.org) or by contacting CA Customer Service at 951-763-4333. All metered calls are rounded up to the next highest minute and billed accordingly.

**13.6. Directory Listings.** If You order unlisted number service, ConnectAnza and its VOIP Service supplier will take reasonable precautions to ensure that unlisted numbers are not included in telephone directories or directory assistance services, but cannot guarantee that errors will never occur. In addition, ConnectAnza and its VOIP Service supplier cannot correct any errors in names, addresses, or telephone numbers appearing in, or omitted from, third-party directories until the next available publication of those directory lists. Further, ConnectAnza and its VOIP Service supplier have no control over information appearing in the directory lists or directory assistance databases of directory publishers or directory assistance providers which are not owned or controlled by ConnectAnza or its VOIP Service supplier. In the absence of gross negligence or willful misconduct, the liability of ConnectAnza and its VOIP Service supplier for damages arising from publishing any subscriber listing, failure to publish any subscriber listing, errors in the publication of any subscriber listing, or inadvertent publication of subscriber listings intended for "non-published" status, shall be limited to and satisfied by a refund of any monthly charges which the Member has paid to ConnectAnza for such listing. The Member will indemnify and hold ConnectAnza and its VOIP Service supplier harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication, non-publication, or dissemination of Member's subscriber list information.

**13.7 Home Security and Medical Monitoring.** The VOIP Service may not work properly with a third party's home security or medical monitoring system and we accept no responsibility for its performance with such systems. If you intend to use the VOIP Service with a third party's home security or medical monitoring system, you are responsible for making sure it works properly

and for the cost of doing so. You should contact your home security or medical monitoring provider to determine whether the VOIP Service is compatible with its systems and to test the system's operation with the VOIP Service.

### **13.8 LIMITATIONS ON 911 EMERGENCY RESPONSE SERVICES**

**BY ACTIVATING AND PAYING FOR THE VOIP SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF CONNECTANZA 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS.**

- **911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE 911 SERVICE WITH YOUR CURRENT LOCATION**
- **911 SERVICE WILL NOT WORK WITHOUT A BACK-UP POWER SOURCE IF THERE IS AN ELECTRICAL SERVICE OUTAGE DUE TO ANY CAUSE**
- **911 SERVICE WILL NOT WORK IF THERE IS AN INTERNET SERVICE OUTAGE DUE TO ANY CAUSE**
- **911 SERVICE WILL NOT WORK IF YOUR VOIP SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY CONNECTANZA**
- **YOU INDEMNIFY CONNECTANZA FOR ANY FAILURE IN THE 911 SERVICE**

Most of ConnectAnza customers in California, have access to basic 911 or Enhanced 911 (E911) service. Enhanced 911 (E911) service is available for all U.S. customers who register a valid E911 service address.

With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. ConnectAnza will not inform you that new local emergency centers have been added. If your address is not covered by E911 service, ConnectAnza advises you to attempt to register your address periodically to determine if a new local emergency center has been added to your area.

Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.

#### **Notify All Users**

Customers are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 SERVICE of the important differences in and limitations of 911 SERVICE as compared with traditional 911 land line or cell phone service.

#### **Registration of Physical Location Required**

For each primary phone number that you use for the Service, you must register with ConnectAnza the physical location where you will be using the Service with that phone number. When you move to another location, you must register your new location. If you do not register your new location, any 911 calls you make using the 911 SERVICE may be sent to an emergency center near your old address. You must register your initial location of use when you subscribe to the VOIP Service.



Thereafter, you may register a new location by following the instructions from the "911" registration link in your ConnectAnza Account Portal. For purposes of the 911 SERVICE, you may only register one location at a time for each primary phone line you use with the VOIP Service.

#### **Re-Registration Required if You Change Your Number or Add or Port New Numbers**

911 SERVICE does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from ConnectAnza .

#### **Confirmation of Activation Required**

Your 911 SERVICE will not be activated for any phone line that you are using with the VOIP Service, unless and until you receive an email from ConnectAnza confirming that the 911 SERVICE has been activated for that primary phone number. The activation may take up to three days to complete.

#### **Service Outages**

You acknowledge and understand that the VOIP Service and 911 Service does not function in the event of power failure without a back-up power source. A battery back-up unit is installed in your ConnectAnza equipment. With a fully-charged battery, the battery back-up will power the basic calling functions of your VOIP Service for up to eight (8) hours in the event of a power failure. Otherwise, the VOIP Service and 911 Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure your ConnectAnza equipment prior to using the VOIP Service and 911. The battery back-up unit will not power cordless phones.

You also acknowledge and understand that the VOIP Service and 911 Service requires a fully functional broadband connection to the Internet (which is provided by ConnectAnza) and that, accordingly, in the event of an outage of, or termination of broadband service with or by ConnectAnza, the VOIP Service and 911 Service will not function. If there is a ConnectAnza broadband outage, the VOIP Service and 911 Service will not function until the ConnectAnza broadband outage fixed.

You acknowledge that ConnectAnza is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination by ConnectAnza, the blocking of ports by ConnectAnza, suspension or termination of your ConnectAnza Services/Account or any failures resulting from local or national disasters.

#### **Disclaimer of Liability and Indemnification.**

**You acknowledge and understand that ConnectAnza will not be liable for any VOIP Service outage and/or inability to dial 911 using the ConnectAnza VOIP Service or to access emergency service personnel due to the characteristics and limitation of the ConnectAnza VOIP Service as set forth in this document. You agree to defend, indemnify, and hold harmless ConnectAnza, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the VOIP Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the VOIP Service relating to the failure or outage of the VOIP Service, including those related to the 911 SERVICE.**

In addition, ConnectAnza does not have any control over whether, or the manner in which, calls using the 911 SERVICE are answered or addressed by any local emergency response center. ConnectAnza disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. ConnectAnza relies on third parties to assist us in routing 911 SERVICE calls to local emergency response centers and to a national emergency calling center. ConnectAnza disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither ConnectAnza nor its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the VOIP Service may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 SERVICE unless such claims or causes of action arose from ConnectAnza gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless ConnectAnza, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the VOIP Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the VOIP Service, including 911 SERVICE, incorrectly routed 911 SERVICE calls, and/or the inability of any user of the Service to be able to use 911 SERVICE or access emergency service personnel.

Furthermore, you acknowledge that ConnectAnza does not offer Lifeline service, and that if you are not comfortable with the limitations of the 911 SERVICE, ConnectAnza strongly recommends that you always have an alternative means of accessing emergency service.

#### **14. General.**

**14.1 Limits on Transfers.** Unless otherwise agreed in writing, your right to Use the Service, or to designate other Users of Your account, is not transferable and is subject to any limits established by Us, or by Your credit card company or other billing institution, as applicable.

**14.2 Applicable Law.** This Agreement is made in the State of California. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of California.

**14.3 Arbitration of Disputes.** Any such controversy or claim shall be settled exclusively by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in Riverside County, California. The arbitrator will be an expert in the field of Internet services or other appropriate subject matter of the dispute. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be no class action arbitration pursuant to this Agreement.

**14.4 One Year Limitation Period.** Any cause of action brought by You, or by Users of Your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred.

**14.5 Notices, Disclosures and Other Communications.** Where notification by Us is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. You authorize Us to contact You regarding billing, Service(s)-related notices, and/or planned Service(s) interruptions by phone call or text message at any phone number or by email to any email address You provide to Us. We may use automated dialing systems or artificial or recorded voices to contact you or leave you messages, if you do not answer. You are responsible for charges for incoming text messages on your wireless phone. You are responsible for updating Your contact information if it changes. You must promptly notify Us on any change in Your e-mail and postal address in writing or electronically. If You would like to contact Us, You may call (951) 763-4333 Option 2, email [info@connectanza.org](mailto:info@connectanza.org), or write to: ConnectAnza/Anza Electric Cooperative, Inc., PO Box 58470, Anza, CA 92539.

**14.6 Construction and Delegation.** Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide services necessary or related to making the Services available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable.

**14.7 Severability.** If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term.

**14.8 No Waiver.** We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms.

**14.9 Survival.** The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

**14.10 Captions Used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.**

**14.11 Entire Agreement.** This Agreement constitutes the entire and only agreement with respect to its subject matter between You and Us, applicable also to all Users of Your account. This Agreement supersedes all prior or contemporaneous representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

**14.12** Modifications to this Agreement. We may at any time (and from time to time) modify this Agreement by amending the online version of this Agreement available at <http://www.ConnectAnza.org>. Any change to this Agreement will take effect 30 days after we post that change. It is your obligation to check our website regularly for updates. We may or may not, but will if required by law, notify You of material changes by e-mail, or other electronic notice. If You do not agree to such changes or additions, then You must terminate this Agreement in accordance with this Agreement and stop Using the Service prior to the effective date of such modifications. Your continued Use of the Service after the effective date of such modifications constitutes Your acceptance of such modifications.

Name \_\_\_\_\_

Date: \_\_\_\_\_ Last four numbers of SSN: \_\_\_\_\_

Service Address \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone # \_\_\_\_\_ Mobile # \_\_\_\_\_

OK to text alerts:  Yes  No      Owner       Renter

Cell phone carrier \_\_\_\_\_

Signature \_\_\_\_\_

Email Address to be used for contact and billing purposes:

Internet Speed:

\$49.00/mo 100mb       \$79.00/mo 300mb       \$129.00/mo 1GB   
\$30.00/mo 100mb (Income Qualified Only)

VOIP Line?  Yes  No

**FOR OFFICE USE ONLY:**

RATE: \$ \_\_\_\_\_ RATE #: \_\_\_\_\_

VOIP:    Y            N      # OF LINES: \_\_\_\_\_

EQUIPMENT DEPOSIT:    \$ \_\_\_\_\_

ROUTER MAKE: TA424RG \_\_\_\_\_      IPHO7282 \_\_\_\_\_

ROUTER S/N: \_\_\_\_\_

S/N BATTERY B/U: \_\_\_\_\_

SERIAL # WIFI/RADIO: \_\_\_\_\_

EXISTING MEMBER:            Y            N

MEMBER NUMBER: \_\_\_\_\_



PO Box 391909  
58470 Hwy 371  
Anza, CA 92539  
[www.connectanza.org](http://www.connectanza.org)  
951-763-4333

**1. OVERVIEW.** The terms and conditions stated herein shall apply with respect to the provision of any and all telecommunications and related services ("Services") by Anza Electric to Customer under the Retail Customer Sales Agreement ("Agreement") and are a summary of the terms and conditions applicable to the Agreement. See our "Terms and Conditions (Retail)" at <https://myphone.connectanza.org> for the complete terms and conditions applicable to the Agreement.

**2. TERM AND TERMINATION.** The term of the Agreement shall commence upon the initial installation or activation of any Service and shall continue in full force and effect for the time period from month to month unless earlier terminated in accordance with the terms and provisions of the Agreement. Customer may terminate the Agreement on thirty (30) days' written notice to ANZA ELECTRIC. ANZA ELECTRIC may terminate the Agreement at any time upon written notice to Customer. Customer shall pay to ANZA ELECTRIC, immediately upon demand, all sums then due and unpaid at the time of termination.

**3. RATES AND CHARGES.** The rates and charges for the Services are set forth in the Agreement, together with any and all of ANZA ELECTRIC'S tariffs, as applicable and as amended from time to time. With respect to any Service provided by ANZA ELECTRIC to Customer for which a rate is not specified in the Rate Schedule, ANZA ELECTRIC'S standard retail rates shall apply. ANZA ELECTRIC shall provide Customer with a current rate schedule for its standard retail rates at time of service activation from time to time and at the request of Customer. Customer shall make all payments when due as set forth in Section 5 below.

**4. TAXES AND SURCHARGES.** In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Equipment, excluding taxes based on ANZA ELECTRIC'S net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the ANZA ELECTRIC website at <https://myphone.connectanza.org>

**5. BILLING AND PAYMENT.** Billing for any Service shall commence immediately following delivery of the Service to Customer's service address(es). Customer will receive a bill each month with the day of billing depending on the billing cycle. Billing is for the prior month's usage based Services (including pro-rata charges for new services added during the prior month) and in advance for the current month's monthly charges. All bills are due and payable upon receipt. If Customer's bill is not paid by the date which is thirty (30) days after the invoice date listed on the bill (the "Due Date"), Customer shall pay ANZA ELECTRIC, in addition to the amount of the bill, a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law). Customer must provide ANZA ELECTRIC with written notice of any disputed charge(s) within thirty (30) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. Customer shall pay the invoiced amount by the Due Date; provided that payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. ANZA ELECTRIC and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Customer, ANZA ELECTRIC shall issue a credit on Customer's subsequent invoice for the disputed amount. If ANZA ELECTRIC initiates legal proceedings to collect any amount due hereunder and ANZA ELECTRIC substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by ANZA ELECTRIC in prosecuting such proceedings and any appeals therefrom. In the event Customer fails to pay any invoice when due, or provide ANZA ELECTRIC with a notice of dispute, ANZA ELECTRIC shall notify Customer regarding its failure to pay such invoice. If after ANZA ELECTRIC has provided such notice, Customer continues to fail to pay such invoice(s) within 5 days after such notice, ANZA ELECTRIC may, in addition to any other rights and remedies available to ANZA ELECTRIC, suspend service under this Agreement until all outstanding invoice(s) are paid in full. In addition, in such case ANZA ELECTRIC may elect



to terminate this Agreement, and shall be entitled to seek and exercise such rights and remedies that may otherwise be permitted hereunder or at law or in equity.

**6. CUSTOMER RESPONSIBILITIES.** In addition to all other Customer responsibilities as set forth in the Agreement, Customer shall be responsible for providing the following: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Service and the ANZA ELECTRIC network; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or an analog terminal adapters.

**7. UNAUTHORIZED USE OF SERVICES.** ANZA ELECTRIC shall have the right (but not the obligation) to take protective action against Customer in order to protect ANZA ELECTRIC's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in ANZA ELECTRIC's reasonable discretion). The Service does not support and ANZA ELECTRIC will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and ANZA ELECTRIC might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited with ANZA ELECTRIC's written consent.

**8. NO WARRANTY; LIMITATION OF LIABILITY.** ANZA ELECTRIC MAKES NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANZA ELECTRIC DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON ANZA ELECTRIC'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF ANZA ELECTRIC. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY PERTAINING TO ANY SERVICES OR EQUIPMENT SOLD BY ANZA ELECTRIC HEREUNDER, AND ANZA ELECTRIC AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES WITH RESPECT THERETO. THIRD PARTY PRODUCED ITEMS ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL ANZA ELECTRIC (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. ANZA ELECTRIC'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE LIMITED TO A MAXIMUM OF A TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO ANZA ELECTRIC IN THE MOST RECENT THREE MONTH PERIOD HEREUNDER. THE PROVISIONS OF THIS SECTION 8 CONSTITUTE AN ALLOCATION OF RISK BETWEEN THE PARTIES AND THE PRICE CHARGED CUSTOMER IS BASED ON SUCH ALLOCATION OF RISK. THE TERMS OF THIS SECTION 8 SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THIS SECTION 8 SURVIVES TERMINATION OF THE AGREEMENT. TO THE EXTENT THAT SUCH TERMS CONFLICT, THE TERMS OF THIS SECTION 8 CONTROL THE TERMS AND CONDITIONS SET FORTH AT <https://myphone.connectanza.org> WITH RESPECT TO THE MATTERS SET FORTH HEREIN.

**9. CPNI.** Under federal law, Customer has the right, and ANZA ELECTRIC has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with ANZA ELECTRIC, Inc. and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify ANZA ELECTRIC in writing at P.O.Box 391909 Anza, California 92539 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Service.

**10. NOTICES.** All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, recognized national overnight courier service (i.e. Federal Express), by registered or certified mail, return receipt



requested, or by facsimile transmission, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

**11. MISCELLANEOUS.** The Agreement, including this Summary of Standard Terms and Conditions, the Standard Terms and Conditions on <https://myphone.connectanza.org> and all other schedules applicable to the Services purchased by the Customer, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. Any modification to this Agreement shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Standard Terms and any schedule (including any Additional Terms), the provisions of these Standard Terms shall take precedence unless otherwise indicated in the signed attached schedule. This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute

a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of California.

ACKNOWLEDGED AND AGREED:

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_