

Bureau of Consumer Services - Second Data Request
Youngsville Television Corporation (YTV) – P-2021-3023604
Petition for Designation as an Eligible Telecommunications Carrier (ETC)
Under [52 Pa. Code § 69.2501 and PA Title 66 Chapter30](#)

1. Please provide contact information for YTV staff:
 - Responsible for managing consumer complaints received by the Bureau of Consumer Services.
 - Responsible for preparing and submitting reports to the PUC.

Answer: Office Manager – Kimberly Edmiston – kedmiston@youngsvilletv.com. She can be contacted at 814-563-3336.

2. Regarding YTV’s March 22, 2021 response to the Bureau of Consumer Services (BCS) February 25, 2021 Data Requests #3, for standalone voice consumers, please add the following statements to YTV’s bi-annual bill insert:
 - Consumers can request an application be mailed by calling USAC at 1-800-234-9473 (Or by calling YTV).
 - *Contact the PA PUC Bureau of Consumer Services for help with unresolved questions or complaints at 1-800-692-7380 or [Online Informal Complaint Form](#).*

Answer: YTV agrees to include the requested statements in its biennial bill inserts. An example of the revised biennial disclosure is provided below as **Exhibit A**.

3. In YTV’s March 22, 2021 response to the BCS February 25, 2021 Data Requests # 9, YTV states that it will not require a service deposit to initiate service for Lifeline customers. Does this apply to both voice *and* broadband access service for Lifeline customers?

Answer: Yes, YTV does not require a service deposit for either voice or broadband for Lifeline customers.

4. Regarding YTV’s March 22, 2021 response to the BCS February 25, 2021 Data Request # 16, please clarify what is meant by “with a term of net 10 days from due date.” At what point during the prepaid term will YTV notify customers that they need to purchase another month in order to continue receiving uninterrupted service?

Answer: The term “net 10 days from due date” means that payment is due on the 10th day of the month. YTV typically sends invoices on or about the 20th of a given month, for the upcoming calendar month of service. Payment is due on the 10th day of the month. If payment is not received by that date, a late fee of \$20 is assessed on the account, and the customer is rebilled. If payment is not made by the 20th of the month, YTV then will issue a disconnect order and service will be disconnected. The disconnect notice thus occurs a full month after the customer receives the invoice to pay for the upcoming month. To illustrate with specific dates:

- May 20th (invoice issued for the month of June)
- June 6-7th (funds drawn for clients that have set up automatic payment methods)

- June 10th (if payment not received from clients who have not elected automatic payment methods, new invoice sent with a \$20 late fee)
- June 20th (if payment not received, customer disconnect notice issued and billing stops)

If the client subsequently pays the balance due and wishes to reestablish service, there is a \$40 reconnection fee.

5. Will YTV charge a monthly telephone number-portability charge?

Answer: No.

6. Regarding YTV's March 22, 2021 response to the BCS February 25, 2021 Data Request #17, upon authorization to receive RDOF funding, will YTV begin to offer voice service in RDOF-funded areas through resale? Please explain.

Answer: Voice service will immediately be available through the YTV cable service territory. Currently, a third-party VoIP provider offers voice over YTV cable plant; Blue Fiber will be rebranding the voice service under its own name, Blue Fiber, and will offer service over its cable facilities. Blue Fiber will not need to offer voice service through resale from the incumbent telecommunications carrier.

7. In its Petition at pages 8-9, regarding Section 54.202(a)(2), YTV states it will provide 8 hours of battery back-up power to ensure functionality without an external power source to remain functional in an emergency situation. Describe how YTV will reroute traffic around damaged facilities and manage traffic spikes resulting from emergency situations.

Answer: The network is designed with dual fiber paths in a ring configuration. Accordingly, an individual line card or individual port failure will not result in a network failure outside of the affected port or card; the location of failure can be isolated and remediated. The ring will provide fall back, with traffic re-routed down an alternative pathway.

Where available within the core fiber network, fall back routing for all IP traffic will be implemented. Where redundant pathing is available, load balancing is to be integrated into the middle mile core network to balance traffic flows from remote node locations back to the Network Operations Center. Utilizing two Tier One carriers, redundant IP service routes exist beyond the core fiber network.

In case of power failure, the battery backup will activate instantaneously, not requiring manual intervention or equipment reset. The nodal locations are placed within existing Volunteer Fire department facilities. These facilities have in place backup generation. Using Uninterruptable Power supplies in conjunction with existing backup generation, services will remain active during the event of power loss and restoration.

8. Exhibit A. Marketing Material. Lifeline is a benefit for residential customers only. Please be sure to remove reference to business service.

Answer: The reference to business phone service has been removed, as shown below in an excerpt of the marketing material:

Phone

Residential Phone



Tired of expensive phone services. Blue Fiber Phone services provide more for less. Keep your existing home or business number and step up to a service that works for you.

- **Caller ID**
- **Call Waiting**
- **Conference Calling**
- **Free Long Distance anywhere in the United States**

All for \$25.00 per month

9. Exhibit C: Blue Fiber Internet Service Agreement and Exhibit D: Blue Fiber Internet Terms and Policies. Are YTV's/Blue Fiber's Internet Service Provider (ISP) disclosures available on a publicly accessible website to all consumers, including consumers with disabilities? Please provide a link to YTV's publicly accessible ISP disclosure.

Answer: The Blue Fiber website is currently under development. Once the website is completed, ISP disclosures will be posted at <https://www.bluefiber.org/>.

10. Exhibit E. Lifeline Policies and Procedures. Will YTV add the following language per 66 Pa.C.S. § 3019(f)(3)?

Whenever a prospective customer seeks to subscribe to local exchange telecommunications service from an eligible telecommunications carrier, the carrier shall explicitly advise the customer of the availability of Lifeline service and shall make reasonable efforts where appropriate to determine whether the customer qualifies for such service and, if so, whether the customer wishes to subscribe to the service.

- Please include that Lifeline subscribers may contact the PA PUC Bureau of Consumer Services for help with unresolved questions or complaints at 1-800-692-7380.

Answer: This information has been added to YTV's Lifeline Policies and Procedures. The revised version is provided below as **Exhibit B**.

11. Exhibit F. Battery Backup for VoIP Service. Per YTV's Battery Backup for VoIP Service, a customer can purchase a 24-hour battery backup for a \$4 monthly fee. At what point is the purchase complete, i.e., 24 monthly payments of \$4/month? Do customers have the option to rely on customer-provided battery back-up?

Answer: YTV would prefer customers to obtain their own battery backup from third parties, but will offer the option to purchase a battery from YTV. YTV will charge the \$4 fee as a monthly payment on the client's purchase to own the battery supplied by YTV. Once full payment for the battery is received, the fee will stop. The number of months for the fee will depend on the cost of the selected battery.

12. Exhibit G. Blue Fiber 911 Disclaimer. For standalone voice customers, will YTV include a telephone number or other means that customers can use to register a new location for purposes of 911 service?

Answer: The registration of 911 services is based upon the telephone number assigned to that location. As part of providing the new number, YTV will inform the 911 center that phone number xxx-xxxx is located at the assigned address. For a customer that previously had fixed voice service from another provider, who then ports the existing number to YTV, the physical location will not change.

Currently, VoIP client transitions to YTV services are reported to the local 911 for addition/modification within their ANI/ALI database. If the phone service moves within the YTV network, for example if a client moves to a new location, YTV will assist in registering the new location for purposes of 911 service, essentially providing the notification of the client move as part of the services provided. If client subsequently changes or moves locations outside of the YTV network, it becomes the responsibility of the client to advise the local 911 service provider of this change.

13. In order to retain a record, how does YTV obtain affirmative acknowledgement that each subscriber understands the circumstances under which E911 service may not be available - as described in the 911 Disclaimer?

Answer: Upon client request for and approval to initiate service, the client will sign (and thereby acknowledge) the 911 service disclaimer; it will be filed/saved electronically, and a copy will be provided.

14. Exhibit H. Residential Service Delivery/Internal Wiring Policy. For standalone voice customers, will YTV include a telephone number that customers can call to obtain rates for service to internal wiring?

Answer: Yes, YTV will include a phone number on this document indicating where customers can call to obtain rates for internal wiring. The revised Residential Service Delivery/Internal Wiring Policy is provided below as **Exhibit C** to this response.

15. Voice Service Agreement. As a tariffed service, YTV's Voice Service Agreement will be reviewed for compliance with 52 Pa. Code Chapters 63 and 64 (available here:

<https://www.pacodeandbulletin.gov/Display/pacode?titleNumber=052&file=/secure/pacode/data/052/052toc.html&searchunitkeywords=&operator=OR&title=null>). In YTV's March 22, 2021 response to the BCS February 25, 2021 Data Request # 16, YTV states that all services to all customers are billed on a prepaid basis. Parts of the Voice Service Agreement are inapplicable to prepaid voice service; for instance, late payment charge, suspension/termination, termination fee. Please describe YTV's billing and payment practices in more detail.

Answer: As explained in the response to Question #4 and in the response to the first data request, YTV plans to implement a prepaid model for voice service, with the customer charged for the upcoming month upon completion of installation and thereafter on a monthly basis. Invoices will be sent on or around the 20th of the month for the upcoming calendar month, with payment due on the 10th of the month. To the extent feasible, payments will be made through automatic electronic bank transfer or credit card payment, but if a customer is unable or unwilling to authorize an automatic method of payment, paper checks and money orders will be accepted. YTV ordinarily will issue a disconnection notice by the 20th of the month for non-payment. A revised version of the Voice Service Agreement is provided as **Exhibit D**.

Exhibit A

Blue Fiber Biennial Notice to Customers



Lifeline Assistance

Lifeline is a special government program that subsidizes the cost of voice or internet service for qualifying low-income households. Youngsville Television/Blue Fiber is pleased to offer Lifeline discounts on all of its service offerings.

You may be eligible for Lifeline if you are a low-income household. In particular, you are eligible for Lifeline if your household income is at or below 135% of the Federal Poverty Guidelines, or if a member of the household participates in one of the following federal programs:

- Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps
- Medicaid
- Supplemental Security Income
- Federal Public Housing Assistance
- Veterans Pension and Survivors Benefit
- One of several Tribal assistance programs, and you live on federally-recognized Tribal lands
 - Bureau of Indian Affairs General Assistance Tribal Temporary Assistance for Needy Families
 - Food Distribution Program on Indian Reservations
 - Tribal Head Start (only households that meet the income qualifying standard)

In order to receive a Lifeline discount on your bill, you must file an application with information establishing your eligibility. Consumers can request a paper application be mailed to them by calling USAC at 1-800-234-9473, or by calling YTV.

You also can apply for Lifeline benefits online through the National Lifeline Verifier, found here: <https://nationalverifier.servicenowservices.com/lifeline>.

The 2020 monthly subsidy is \$9.25/month for qualifying internet service, or \$5.25 for qualifying voice service. (An additional amount is available if you live on Tribal lands.)

Your household is eligible for only one Lifeline benefit, which may be applied to either voice or internet service. This benefit cannot be transferred to another person or household.

If you are interested in learning more about this program or need assistance, please contact Blue Fiber at 814-563-3336.

Contact the PA PUC Bureau of Consumer Services for help with unresolved questions or complaints at 1-800-692-7380 or [Online Informal Complaint Form](#)

Exhibit B

Lifeline Policies and Procedures (revised)

Lifeline is a federal government assistance program that provides subsidies to help defray the cost of a voice or broadband subscription provided to qualifying low-income customers. The subsidy provided to the Company reduces the rate charged to end user customers for qualifying service. All employees should familiarize themselves with these requirements so that we can implement this program consistent with all requirements.

Pennsylvania regulations specify that whenever a prospective customer seeks to subscribe to local exchange telecommunications service (voice telephony) from an Eligible Telecommunications Carrier, the carrier must explicitly advise the customer of the availability of Lifeline service and make reasonable efforts where appropriate to determine whether the customer qualifies for such service and, if so, whether the customer wishes to subscribe to the service.

Lifeline subscribers may contact the PA PUC Bureau of Consumer Services for help with unresolved questions or complaints at 1-800-692-7380.

The 2020 monthly subsidy is \$9.25/month for qualifying broadband (internet) service, or \$5.25 for qualifying voice service. (An additional amount is available for customers living on Tribal lands.) Customers are eligible for Lifeline if their household income is at or below 135% of the Federal Poverty Guidelines, or if a member of the household participates in one of the following federal programs:

- Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps
- Medicaid
- Supplemental Security Income
- Federal Public Housing Assistance
- Veterans Pension and Survivors Benefit
- One of several Tribal assistance programs, and the household lives on federally-recognized Tribal lands
 - Bureau of Indian Affairs General Assistance
 - Tribal Temporary Assistance for Needy Families
 - Food Distribution Program on Indian Reservations
 - Tribal Head Start (only households that meet the income qualifying standard)

Each household is eligible for only one Lifeline benefit; the customer can choose whether to apply the benefit to voice or broadband service. This benefit cannot be transferred to another person or household.

All employees will take the following steps to comply with Lifeline program requirements:

Enroll the customer: Employees must use USAC's [National Verifier](#) to determine customer eligibility. Employees may assist a customer in-person, through the National Verifier service provider portal, or the consumer may apply on their own online at https://nationalverifier.servicenowservices.com/lifeline_ or by mailing in a [paper application](#).

After the National Verifier verifies that the household is eligible for Lifeline, an employee must enter the customer's name into the NLAD. [NLAD](#) confirms that the customer has qualified through the National Verifier and prevents subscribers from claiming more than one discount. We cannot claim reimbursement for a customer unless that subscriber's information is entered in NLAD. The Company is required to update NLAD every time a customer status changes, including changes to their information (for example, a change of address).

De-enroll ineligible customers: If a customer is no longer eligible for Lifeline, an employee must [de-enroll](#) the customer in NLAD. FCC rules require that a customer be de-enrolled within five business days.

Seek reimbursement: The Company will obtain reimbursement for offering Lifeline service through USAC's Lifeline Claims System, based on the number of qualifying customers as shown in NLAD as of the first of the month.

USAC recertification process: Each year, customers must [recertify](#) by their "anniversary date" (as shown in NLAD) to confirm that they are still eligible for Lifeline. The National Verifier now handles the recertification process, and subscribers that are not recertified automatically will receive outreach from USAC to recertify online, on the phone, or by mailing in a recertification form.

For the annual re-certification process, USAC will check automated data sources to see if the customer remains eligible. In cases where that information is not available, USAC will provide the customer with three (3) options for recertification: a paper form (FCC Form 5630), an interactive voice response, or recertification by the subscriber online. As with the initial eligibility determination, this process is conducted by USAC, and not by the Company.

USAC will automatically de-enroll from Lifeline any subscriber that is not verified and will notify the Company that the customer has been de-enrolled from Lifeline through the Failed Recertification De-Enrollment Report in NLAD.

Submit annual filings: Each year, the Company must report the results of the annual recertification process conducted by USAC on [FCC Form 555](#), which is submitted electronically to USAC through an online portal (due January 31st). The Company must also file a copy of the annual FCC Form 555 in the [FCC's Electronic Comment Filing System](#), Docket 14-171, and with the state regulatory commission. Each year, the Company will also submit to USAC [FCC Form 481](#) (due July 1), which includes certain annual certifications regarding Lifeline program participation.

Exhibit C



Residential Service Delivery/Internal Wiring Policy

Youngsville Television Corporation doing business as Blue Fiber Corp. (Blue Fiber) provides subscribed services delivered to the demarcation point located on the outside for the client facility. Demarcation point delineates the handoff from Blue Fiber responsible facilities to the client owned and maintained facilities.

All services provided are verified and validated at the demarcation location. All internal wiring is the responsibility of the facility owner. Blue Fiber will provide repair services at time and material service rates upon request.

Definitions & Responsibilities:

- **Demarcation** – location of either service delivery box and/or installation of ground block for older installations which delineates internal wiring and external wiring.
- **Service** – signals (light or radio frequency) delivering either voice, video, or data products to the end user facility. Signals providing content or connection for products being purchased as defined by the service type, video, data (internet), and/or voice (phone services).
- **Signal** – light or radio frequency energy modulated to deliver service products to client equipment.
- **Client Equipment** – Client supplied television, routers, phones, and electronic devices configuration, operations, and maintenance are the responsibility of the client. Delivered services meet industry standards. Not all client equipment on the market is capable of receiving and processing the signals as being delivered. Blue Fiber is not responsible for client equipment not designed to meet these industry standards for content delivery.
- Blue Fiber shall provide subscribed services meeting or exceeding minimum signals/levels, as measured at the agreed upon demarcation location.
- Video Signal levels are sufficient to supply ample signal capable of being “split” to four rooms/areas within the facility and maintain a minimum signal level (-10db) necessary to support video (TV) services.
- Data Signal levels are sufficient to supply subscribed bandwidth to client supplied router/wireless access point and attached devices.
- Voice Services delivered as “POTS”, providing dial tone to client supplied equipment over twisted pair.

Service:

- Data Services – As measured at the demarcation location. Provided unfiltered, unrestricted usage for “internet” services as delivered.
 - Silver: 25MB up / 25MB down
 - Gold: 100MB up / 100MB down
 - Platinum: 500MB up / 500MB down
 - Max 500MB up / 1GB down

- Voice (VoIP) – “Phone” services delivered to the demarcation and handed off to the client supplied internal twisted pair voice grade wiring or installed by Blue Fiber personnel as time of provisioning. Provides dial tone to client supplied corded and cordless phones within facility.
 - Unlimited local and long-distance calling in the United States
 - Caller ID
 - Voice Mail
 - Call Forwarding
- Video – Television services delivered to the demarcation and interconnected to client coaxial cabling, or cabling installed by Blue Fiber personnel at time of provisioning. Delivery of Clear QAM digital channels in MPEG2 and/or MPEG4 standard and high definition formats.
- Lifeline Voice & Broadband – Voice services include disclosed Voice (VoIP) as listed above including all services described. Broadband service delivered to client supplied router/wireless access point.

Internal wiring:

Client is responsible for all internal wiring, splitters, and devices connected to the supplied signal from the service box inward. Including any Blue Fiber previously installed lines and materials as part of the initial installation and provisioning of services.

Service Rates:

Time and Material Rate – at published hourly rate billed in ½ hour increments with minimum billing of ½ hour per service call.

Travel & Mileage Rate – at published rates and billed from point of origin (BLUE FIBER/BFC facility) to client location and return. Billed in ¼ hour increments and per mile traveled.

Materials – cable, splitters, connectors, etc. - to be billed on an as needed basis.

Additional cabling, room connections, etc. are billed at the published hourly time and material rate as described above and available at www.youngsvilletv.com. Call 814-563-3336 for more information.

Exhibit D

Youngsville Television Corporation Blue Fiber Voice Service Agreement

Voice Telephone Services



ALL TELEPHONE SERVICES

The terms and conditions of this Service Agreement (“Terms” or “Agreement”) constitute the agreement (“Agreement”) between Youngsville Television Corporation, dba Blue Fiber Corp (“Blue Fiber”, “Company”, “We”, “Us”) and the User (“you”, “User” or “Customer”) of the Company’s residential and business voice communications Services, and any related products or services (“Service”). This Agreement governs both the Service and any connected Device (“Device” or “Equipment”), used in conjunction with the Service. Additional Terms and Conditions located on the Blue Fiber website at www.youngsvilletv.com may also apply.

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING: WARNINGS THAT YOU MAY BE UNABLE TO USE THE VOIP SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES; LIMITS AND DISCLAIMERS ON COMPANY’S LIABILITY; AND THE REQUIREMENT THAT YOU COMMIT TO A MINIMUM TERM OF SERVICE.

SERVICE

The Blue Fiber Service is delivered using Voice-over-Internet Protocol (VoIP) technology. Service is offered on a monthly basis for a term that corresponds with the date your Blue Fiber Telephone service was activated and ends on the day before the same date in the following month or corresponds with the calendar month if the Service fees were prorated to the start of a calendar month. Subsequent terms of this Agreement automatically renew unless you give Blue Fiber written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month’s charges to the end of the then-current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

If you subscribe to the Company’s Residential Services, which is defined as Service intended solely for the subscriber’s residence, or home, and not for commercial purposes (“Residential Services”), the Service and the Device (if provided) are provided to you solely for such residential use. You shall

not resell or transfer the Service or the Device to another party. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay the higher rates for Business Service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

If you subscribe to the Company's Business Services, which is defined as Service intended solely for the subscriber's use to support commercial, for-profit or not-for-profit, non-residential enterprises ("Business Services"), the Service and Device (if provided) are provided to you as a small business User. You shall not resell or transfer the Service or the Device to another party. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

All users (both Residential and Business) should be read the provided Battery Backup disclosure. We have no control over your electrical power, and you may experience occasional outages. For this reason, it is strongly recommended that you maintain a battery backup for the fiber Optical Network Unit and telephone. It is recommended that you provide a forwarding number so that you can receive calls in the event of an outage.

PAYMENT AND CHARGES

Payment for service is due no later than the tenth (10th) day of the month. Blue Fiber's preferred payment method is automatic bank transfer or credit card payment. We will charge Customers monthly using the customer's preferred payment method. When you subscribe to our Service, you authorize us to collect from your payment method, including, if applicable, check return fees, recovery fees and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method.

You agree to pay all charges due and payable for the Services without counter-claim, set-off or deduction, other than amounts reasonably disputed. Failure to pay in full may result in immediate suspension of services, and Blue Fiber shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable until the account balance is paid in full.

If you reasonably dispute an invoice, you must pay the undisputed amounts and provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of your right to dispute the charge, unless otherwise provided by law. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period, you will pay the full amount due within 10 days, otherwise Blue Fiber may exercise any available remedies for breach.

If you do not deliver full payment for all billed charges by the due date (the tenth day of the month), Blue Fiber will assess a \$20 late payment fee. If payment is not received within ten days of the due date (the twentieth of the month), Blue Fiber will terminate use of the Service. The failure of Blue Fiber to terminate the Service for non-payment of any charges shall not act as a waiver or estoppel to terminate Service of such account for non-payment of current or future charges. All disconnected accounts are subject to a forty-dollar (\$40.00) reconnection fee, after payment in full of the unpaid balance.

All prepaid fees and other payments by Subscriber are non-refundable and non-creditable. There are no pro-rated refunds for unused time. In the event that an account is terminated for any reason with an outstanding balance, Blue Fiber will electronically charge any credit card on file for the outstanding balance. Any account which goes into collection status will be transferred to a collection agency and incur a twenty-five-dollar (\$25.00) processing fee and all other applicable fees and charges. Customers must pay a twenty-five-dollar (\$25.00) service charge on disputed credit cards and credit card chargebacks.

Customer is responsible for all charges attributable to its account with respect to the Service. Customer agrees to notify Blue Fiber immediately, in writing or by calling the Blue Fiber support line at 1.814-563-3336, if you become aware at any time that Service is being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Service. Blue Fiber, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Service. You agree to save, defend, indemnify and hold Blue Fiber harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorized use.

International calling is disabled by default. Customers may request it be enabled for a given country at any time by contacting Blue Fiber. All International calls are billed at their respective international rates which are updated from time to time. Any and all call charges are rounded to the nearest whole penny. International calls will be charged at the start of the next month. Failure to pay will result in immediate suspension of Service.

LIMITATIONS OF SERVICE

Customer acknowledges, and agrees, to the following limitations of service:

A) Phone numbers. The phone numbers you obtain from Us for Residential Service will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

C) Compatibility with other devices and systems. The Service may not be compatible with non-voice devices. All non-voice communications equipment, including but not limited to, home security systems or alarm systems that are set up to make automatic phone calls, modems, data modems, any device that relies upon a modem, or other hearing-impaired devices, and medical monitoring devices ("Non-Voice Systems"), are not considered compatible with the Service and may be interrupted or permanently disabled by installation or operation of the Service. You should maintain

a traditional analog telephone connection in order to use any alarm monitoring functions for any security system installed in your home or business that relies on a traditional circuit switched analog phone line. You are solely responsible for the operation and use of such Non-Voice Systems with the Service, including taking any necessary steps, as permitted under your agreements with the Company, to ensure compatibility between such Non-Voice Systems and the Service.

D) Other providers. You authorize the Company to act on your behalf, as your agent, in moving your telephone number and related local and long-distance services from your current provider to the Company or any of its wholesale service providers. You acknowledge that the Company may change wholesale providers from time to time and may move your phone number from one wholesale carrier to another at any time. You acknowledge that the Company will become the customer of record for all phone numbers that we move or “port” to the Service.

REVISIONS, AMENDMENTS, OR MODIFICATIONS TO THESE TERMS

The Company may change this Service Agreement or the Service from time to time by posting a revised version of this Service Agreement or announcing Service changes on the Company’s website currently located at: www.youngsvilletv.com. Such changes may include, without limitation, increasing the charges for the Service, including any additional features that may be offered in conjunction with the service. Changes will become effective once posted, and your continued use of the Service will constitute your acceptance of any such changes. However, if you do not wish to continue Service after a change or modification in features or functionality that materially effects the Service to you, you may terminate this Service Agreement by providing written notice to the Company within twenty (20) days of the effective date of the modification, and you will not be charged any Termination Fee (as defined below).

OWNERSHIP

The Customer acknowledges and accepts that it does not own or have any property rights in or any other rights to any telephone numbers assigned to them, whether or not the telephone numbers are published in any directory. Blue Fiber may change a telephone number designated for the Customer if Blue Fiber has (a) reasonable grounds for changing it and gives the Customer reasonable advance notice stating the reason for and the anticipated date of the change, or (b) in cases of emergency, given the Customer verbal notice, followed by a written explanation as soon as is reasonably possible. Blue Fiber is not liable for any costs, damages or other amounts resulting from changes to telephone numbers.

TERMINATION OF SERVICE – RESIDENTIAL AND BUSINESS

To cancel or terminate the Company’s Residential or Business Service, you must contact our offices at 1.814.563.3336 *and* provide written notice at least ten (10) days before the end of the monthly term in which the notice is given. If you DO NOT notify Us that you are porting (moving) your phone number to a new phone company, Blue Fiber will turn off your Phone service and terminate billing at the end of the current billing term. If you DO notify Us that you are porting (moving) your phone number to a new phone company, Blue Fiber will be required to leave your Phone Service active until you or your new phone company notify Us that the port-away has completed. The phone

service must remain active until the port-away has occurred, or your phone number may be lost. Once we're notified that the port-away has completed, Blue Fiber will turn off your Phone Service and terminate billing at the end of the current billing term. Please also see "PORT OUT POLICY" below.

For Residential Services, we reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in Our sole and absolute discretion, consistent with all applicable notice provisions and other regulatory requirements. If we discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

For Business Services, we reserve the right to suspend or discontinue the Service generally, or to terminate or suspend your Service for failure to rectify a violation of the Service Agreement within 7 days after receiving notice thereof from the Company. If we discontinue the Service generally, or terminate your Service, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your failure to correct any breach of any provision of this Agreement, you will be responsible for charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Service may be suspended by the Company without prior notice if necessary, to comply with applicable laws or to preserve the integrity of service to other Customers. If service is suspended without prior notice, the Company will use reasonable efforts to notify Customer of the suspensions and the reason for suspension within one (1) business hour of suspension.

SERVICE REQUIREMENTS AND AVAILABILITY

You must supply certain equipment and facilities, such as a phone handset or equivalent, installed phone or network cabling and termination outlets, and a powered electrical outlet. You are responsible for supplying and ensuring that the equipment you supply is compatible with the Service and meets federal and other applicable standards. You represent that you either own your equipment or have the right to use that equipment in connection with the Service. The Company shall have no obligation to provide, maintain, support or service your equipment.

For the Services (including E9-1-1) to work, the Customer is responsible for providing: the supply of electrical power; and performing proper maintenance of all customer provided equipment connected to, or supporting the Services at the Customer location, including the replacement of any batteries, and contacting Blue Fiber for technical service when prompted to do so or as required, unless otherwise specified by Blue Fiber.

FEES, TAXES AND OTHER CHARGES

We publish on our website, www.youngsvilletv.com, an explanation of the taxes and fees for this service. These fees and charges may change from time to time and vary depending on Federal, State, and Municipal rules & regulations. If you make calls to international locations, then International rates will apply. Please visit www.youngsvilletv.com for the current International rates.

9-1-1 EMERGENCY SERVICES

Carefully read the YTV 911 disclaimer document, available at www.youngsvilletv.com. By acceptance, and use, of the Blue Fiber VOIP Service you acknowledge and accept any limitations of 9-1-1/E9-1-1 service, and you agree to convey these limitations to all persons who may place calls over the VoIP service.

PROHIBITED USES

You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Blue Fiber will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. In addition, Blue Fiber will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

The Company has no obligation to monitor the Service or any User's use thereof or retain the content of any User session. However, the Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. The Company reserves the right to implement reasonable network management practices to ensure service quality levels are maintained.

You agree not to share (or re-sell) the Service with anyone not residing at the Service address.

RELOCATION REQUIREMENT

The Service may be used only at the Registered Location you provide to the Company. If you wish to relocate the Equipment, you must contact the Company for information on Service availability at the new location. If the Service is available at your new location, you must update and register the new location with the Company in order to update our records for the Service and help make 9-1-1 services and E9-1-1 features available to you. If Service, 9-1-1 calling or an E9-1-1 feature is not available at the new location, your Service will be terminated or suspended until you return the Equipment to a location with Service, 9-1-1 and E9-1-1 availability and provide Us updated information for the new location. Using or moving, or attempting to use or move, the Equipment or Service to a location without complying with this Section is a violation of this Service Agreement and you do so at your own risk.

LOCAL NUMBER PORTABILITY

If you are transferring your existing phone number from another service provider for use with the Service, the following terms and conditions also shall apply:

A) You will cooperate fully with the Company and provide promptly all information, including a letter of authorization or other documentation, as requested by the Company in connection with the processing of your order for Service;

B) You authorize the Company to notify your current telephone service provider of your decision to switch your local, local toll, toll free and long distance services to the Service, and you represent you are authorized to take such actions;

C) You acknowledge that if you set up the Service prior to the date that the number switch becomes effective (the "Port Effective Date"), you may be able to place outgoing calls but not receive incoming calls over the Service, and may not be able to make 9-1-1 or other emergency calls over the Service, until the Port Effective Date (in such a case, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date); and

D) You acknowledge that if the Service is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. To help avoid an interruption in your phone service, you should install the Service prior to, or on, the Port Effective Date. An estimate of the Port Effective Date may be sent to you by the Company following your completion of the ordering process, but this is only an estimate and not a guarantee of the Port Effective Date; and

E) You acknowledge that the Company may use call detail, and customer proprietary network information, for all lawful purposes, including but not limited to actions related to the initiation, rendering, billing and collection of the Service. Further, such actions also include the use of such information for the purposes of testing, verifying, and otherwise assuring that the Service is delivered to you.

PORT OUT POLICY

Any telephone number may be allowed to port out if, at the time of our receipt of the port-out request:

- A) The number(s) being ported out have been active in the current subscribers account for at least 90 days,
- B) All previous invoices have been paid and there is no outstanding balance on the account.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATED TO:

A) DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING OR PARTICIPATING IN A 9-1-1 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR ENHANCED 9-1-1 TELEPHONE SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING, COLLECTING, OR PROCESSING INFORMATION FOR E9-1-1 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 9-1-1 OR E9-1-1 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS;

B) INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE VOIP SERVICE, INTERNET ACCESS SERVICE, ANY EQUIPMENT, OR OTHERWISE;

C) ANY LACK OR BREACH OF SECURITY YOU OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE VOIP SERVICE; OR

D) USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK USES.

E) Our liability under this agreement will not exceed the Service charges for the affected time period. The Company will not be responsible for third-party fees or charges, including but not limited to, banking fees, overdraft fees, cellular phone or other wire line charges, technician charges, or other similar charges.

F) This Section Limitation of Liability, will survive termination or expiration of this Service Agreement, whether terminated by you or the Company, for any reason.

CALL PLANS

Residential VoIP Phone services include the following features:

- **Unlimited Local & Long Distance Calling in the U.S. and Canada**

- Per-minute rates for International Calling
- Caller ID (with Name if available)
- Call Waiting
- 3-way Calling
- Call Forwarding
- Voicemail (with text and/or e-mail notification option)

Residential Blue Fiber Telephone Service – Monthly Fee of \$25.00 per month

*** While our Digital Phone Service is exempt from many of the taxes and surcharges you may be used to seeing on a traditional landline phone bill, we are still subject to state and local sales tax, state gross receipts and excise taxes, Universal Service Fund contributions and E-911 surcharges. These taxes and fees will each appear separately on your bill and may vary based on changes imposed by the corresponding regulatory agencies.**

BY USING THE BLUE FIBER TELEPHONE SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHOULD NOT USE THE SERVICE.