

**Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of)	
Zito Mifflin County, LLC)	
)	Docket No. P-2021-3023622
Petition for Designation as an)	
Eligible Telecommunications Carrier)	
And Request for Expedited)	
Consideration)	

**RESPONSES OF ZITO MIFFLIN COUNTY, LLC TO
THE BUREAU OF CONSUMER SERVICES' DATA REQUESTS**

- 1. Describe how Zito will structure staff assignments to assist low-income consumers. Or will the company outsource customer service, recordkeeping and other Lifeline-related activities? 47 CFR § 54.406.**

Response: Zito plans to use its own in-house resources to assist low-income consumers with participation in the Lifeline program. Zito will perform functions such as customer service, recordkeeping, and other Lifeline-related activities internally within its existing service teams. In addition to having online information available on its website about Lifeline eligibility, the application process, and program restrictions, Zito will have trained enrollment representatives to assist low-income customers with enrolling in the Lifeline program with Zito.

- 2. Will Lifeline subscribers choose from services generally available to the public? Or will Zito have specific offerings for Lifeline subscribers? Does Zito agree to provide Lifeline service that complies with FCC minimum service standards for Lifeline service published annually? Provide a description of the different service options available to Lifeline subscribers that satisfy minimum service standards. 47 CFR §§ 54.101(d), 54.401, 54.403(b), 54.408. Link to DA 20-820 - [Lifeline Minimum Service Standards Effective 12/01/2020](#)**

Response: Zito anticipates offering a low-income voice and broadband service specifically for Lifeline subscribers. Zito will offer a discount for qualifying internet service (25/3 mbps) or for qualifying voice service. Lifeline subscribers may also choose from select services that are generally available to the public. With the provision of any Lifeline-related service, Zito will provide service that complies with FCC minimum service standards for the Lifeline program.

- 3. Describe how Zito will satisfy [66 P.S. § 3019\(f\) Lifeline service](#). Provide a mockup of a conspicuous biannual bill insert or message that includes eligibility, benefits,**

and contact information for customers who wish to learn about Lifeline service. 66 P.S. § 3019(f)(4).

Response: Zito will comply with the state-level Lifeline requirements described in 66 P.S. § 3019(f) by making its best efforts to provide service to eligible customers. This includes advising customers on how to receive Lifeline service, determining the customer's eligibility program, and ultimately offering Lifeline service eligible customers in Zito's service area. In addition, Zito will provide a biannual message or bill insert to its customers.

A mockup of a draft bill message/insert is below:

Lifeline is a federal program that lowers the cost of phone and internet for qualifying customers. Low income customers that qualify for this program will receive a monthly discount of \$9.25 for qualifying internet service or \$5.25 for qualifying voice service. Qualifying customers who reside on federally recognized tribal lands may qualify for additional discounts.

You can get one Lifeline discount (phone or Internet, but not both) per household, not per person, and a household can get a Lifeline discount from only one provider. You may not transfer this benefit to another person or household.

You may qualify for Lifeline based on your income or participate in one of the following federal assistance programs:

- Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps
- Medicaid
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Veterans Pension and Survivors Benefit
- Tribal Programs (and live on federally-recognized Tribal lands)

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

If you would like to learn more about Lifeline or need assistance, please contact Zito's customer service line.

- 4. Per 47 CFR § 54.405(b), describe how Zito will perform outreach other than through media of general distribution? Provide a mockup of marketing material for general distribution that the company will use to publicize the availability of Lifeline service. This can be current advertisement modified to comply w/Lifeline rules. Be sure to include standalone voice service as an option, and include offering(s) that satisfy Lifeline minimum service standards and pricing. 47 CFR §§54.101, 54.201(d)(2), 54.401(d), 54.408. 52 Pa.Code § 69.2501.**

Response: Zito will perform service outreach through its webpage (www.zitomedia.net), web advertisements, and notices in annual bill messages.

Zito is in the process of developing advertising material for the Lifeline Program and, as such, does not yet have the documentation requested. Zito will supplement its response to this data request with this information as it become available.

- 5. Provide a copy of the company's terms and conditions applicable to generally available voice and broadband service for plain language review. Include backup power disclosure. Provide a mockup of terms and conditions applicable to Lifeline service. This can be in the form of an addendum to generally available terms and conditions. 47 CFR §§ 8.1(a), 9.20, 54.101(d), 54.401(d), 54.422(a)(2). 52 Pa. Code § 69.2501. Indicate how Zito Mifflin County will comply with the [CTIA Consumer Code for Wireless Service](#). 47 CFR § 54.202(a)(3).**

Response: Please see Exhibit A for Zito's Residential Services Subscriber Agreement and Exhibit B for Terms of Service (Customer Notice). Zito is not offering a wireless services and thus the CTIA Consumer Code for Wireless Service does not apply.

- 6. Will Zito include the following phrase on all public Lifeline information?
*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](#)***

Response: Yes, all public Lifeline information will include the above-captioned phrase.

- 7. Upon obtaining designation as an ETC, BCS may occasionally request copies of bill messages and/or materials designed to inform customers who wish to learn about Lifeline service. Explain how Zito will provide marketing material, terms and conditions, and other public documents in languages other than English? 47 CFR §§ 54.201(d)(2), 54.404(b)(9), 54.405(c), (e), (3) and (4)**

Response: Zito plans to provide bill messages and Lifeline materials in English.

- 8. Provide a draft of Zito's policies and procedures regarding household eligibility for Lifeline that includes accessing to NLAD for certification, recertification, de-enrollment, de-enrollment for non-usage, dispute resolution, non-transferable benefit, etc. Include dispute procedures. 47 CFR §§ 54.405, 54.409, 54.410.**

Response: Customer eligibility will be determined through the National Eligibility Verifier ("National Verifier"), which utilizes NLAD. Disputes for eligibility will be managed by the National Verifier. Zito will adhere to the program rules in 47 CFR §§ 54.405, 54.409, 54.410 for de-enrollment, non-transferable benefits, and other program restrictions. Other dispute resolution procedures will be governed by the Terms of Service (Customer Notice-Billing and Complaint Procedures) in Exhibit B.

- 9. Does the company's credit and deposit practice satisfy 47 CFR § 54.401(c)? Under which circumstances will COMPANY require a deposit from Lifeline applicants? Please provide a copy of company's credit and deposit practice.**

Response: Zito does not anticipate charging deposits for Lifeline subscribers, consistent with Section 2(f) of Residential Services Subscription Agreement in Exhibit A and the Customer Notice- Billing and Complaint Procedures (Reconnection Charges, Terms and Conditions) in Exhibit B.

10. Can Zito restrict or block calls to premium rate numbers and international toll calls? 47 CFR § 54.400. If applicable, does company apply roaming charges?

Response: Zito's service offerings include unlimited local and long distance calling in the United States, Canada, Puerto Rico, the US Virgin Islands, and Guam. For the Lifeline plan, there will be no toll charges for long distance calls, or premium rate calling. If a Lifeline customer wishes to place international long-distance calls to destinations outside the service plan, Zito will offer add-on calling plans for an additional monthly charge. Zito does not apply roaming charges.

11. Describe Zito's offer of 8-hour and 24-hour backup power to be offered at point of sale for all voice subscribers, e.g. company-provided power source, charge for installation, subscriber disclosure. Is a subscriber disclosure available non-English language(s) and in hard copy format? 47 CFR § 9.20.

Response: Zito offers a battery for backup power for voice modems for a fee. Zito's backup power disclosure is provided in Section 5(a) of the Residential Services Subscription Agreement in Exhibit A.

12. VoIP providers: Provide a sample or mockup of an emergency services 911 warning label or describe other conspicuous means to notify subscribers. 47 CFR § 9.11(b)(5)(iii).

Response: Zito's emergency services 911 warning labels are provided in Exhibit C.

13. What equipment, if any, does a subscriber need to obtain and maintain voice and/or broadband service? If company-owned or leased equipment is required, please provide warranty information. Indicate related charges, if any.

Response: Customer must provide their phone and internet capable device. The equipment will be owned by Zito and leased to customers.

Voice Service:

- Voice Modem (which includes a replacement warranty from Zito)
- ONU (i.e., a media converter)

Internet:

- Modem (which includes a replacement warranty from Zito)
- ONU (i.e., a media converter)

- 14. Provide a list of charges for services and equipment necessary to establish and maintain Lifeline voice and/or broadband service. Identify the vertical services included at no additional charge, e.g. voicemail, caller I.D., and the charges for optional vertical services. 47 CFR §§ 54.201(d)(2), 54.401(b). Will Zito comply with annual results of the Urban Rate Survey published annually by the FCC? [Urban Rate Survey Orders and Public Notices](#)**

Response: Zito charges for services and equipment necessary to establish voice and broadband services, including vertical features offered at no additional cost, are set forth on Zito's website: <https://www.zitomedia.net/services-phone/> and <https://www.zitomedia.net/services-internet/>. Please see Zito response to question 3, above, for more information on Lifeline-specific pricing. In addition, Zito customers are permitted to provide their own modem, as long as the equipment is compatible with the Zito Media network. A list of Zito approved modems and routers under the Internet page on the Zito website at this page: <https://www.zitomedia.net/zito-approved-cable-modems-routers/>. Yes, Zito will comply with annual results of the Urban Rate Survey published annually by the FCC.

- 15. Which charges/fees will the company waive for Lifeline subscribers, if any, e.g. porting, toll-blocking, installation, battery backup, etc.? See also 47 CFR § 54.401.**

Response: Notwithstanding any benefits or waivers available to Lifeline subscribers in the program rules, Zito does not plan to offer any additional waivers for Lifeline subscribers.

- 16. Does Zito intend to offer Lifeline service on a prepaid or postpaid basis? Describe intended billing and payment options available to Lifeline subscribers. 52 Pa Code Chapter 64. Note that 52 Pa. Code § 53.85 prohibits a paper billing fee.**

Response: Zito will provide Lifeline service on a prepaid basis under standard payment terms. International calling charges will be postpaid. Please see section 2 of the Residential Services Subscriber Agreement in Exhibit A.

- 17. When does Zito anticipate it will begin to offer Lifeline in designated service areas? Pennsylvania ETCs are required to annually report enrollment and disconnections data using the [Lifeline Tracking portal](#). The Lifeline Tracking Report is due on or before June 30. Carriers are to inform BCS when the company begins to provide service, and to request access to the online reporting portal by sending an email to BCS staff at RA-PCTELCO-PA@pa.gov.**

Response: Zito will commence the provision of Lifeline service once underlying network facilities are available, but not later than as required under the FCC's service milestones. At that time and in accordance with law, Zito will inform BCS of its commencement of Lifeline service and request access to BCS's Lifeline Tracking portal.

- 18. Has Zito obtained any waivers or exceptions from the FCC pertaining to high-cost or low-income support?**

Response: Zito has not obtained any waivers or exceptions from the FCC related to high-cost or low-income support.

- 19. When did or will Zito contact which municipalities in its service areas to arrange for the provision of 911/E911 emergency service? Is an E911 feature included with standalone and bundled voice service? Offer E911 Will Lifeline subscribers have access to 911/E911 emergency service if service is suspended?**

Response: Zito already provides voice services in the area covered by the PSAP associated with this RDOF census block. 911 and/or E911 is a standard feature with Zito's voice service. 911 and/or E911 emergency service will be maintained for as long as a device connected to Zito's voice network has dial tone, which means this service will be available during a service suspension.

- 20. What is the company's procedure when responding to service requests and complaints, e.g. response time, warranted equipment, contractors?**

The PUC's BCS handles consumer complaints and inquiries informally – primarily, but not limited to 52 Pa. Code Chapters 63 and 64. Please provide details about Zito's procedure for managing billing disputes and service complaints, i.e. 800# for customer service, intake practices, steps to resolution, and when a customer will be referred to BCS. Please provide contact information that BCS will use in the event BCS receives an informal complaint.

Response: Zito will follow its existing policies and procedures with respect to service requests and complaints. Please see Billing and Complaint Procedures in the Customer Notice in Exhibit B.

- 21. Please provide contact information that will appear in the PUC's publication, *Stay Connected* that is linked here - <http://www.puc.pa.gov/Telecom/pdf/Lifeline%20Brochure-StayConnected.pdf>**

Per 66 P.S. § 3019(f)(5), ETC's are to supply the Pennsylvania Department of Human Services

(PA DHS) with Lifeline service descriptions*, marketing material*, contact information, and a listing of service areas. Forward this information to

Mr. Frank Slenker, Human Services Program Specialist Supervisor (HSPSS)
Department of Human Services, OIM Bureau of Policy
1006 Hemlock Drive
Harrisburg, PA 17110
Phone: 717-705-8292
Email: RA-PWDFPPMAILBOX@pa.gov

Response: Once Zito finalizes a date to commence the provision of Lifeline service, Zito will supply the PA DHS with its Lifeline service description, marketing materials, contact information, and listing of service areas.

22. Will Zito elect to participate in the Emergency Broadband Benefit Program in Pennsylvania? If yes, will the company elect to participate as an ETC? If so, does the company's service area identified in its petition include Lifeline-only support for service areas in addition to the RDOF-awarded high-cost service areas?

Response: No, Zito does not intend to participate in the Emergency Broadband Benefit Program at this time.

23. Please provide a map or listing or both identifying the specific local exchanges where the census blocks are located where Zito seeks ETC designation?

Response: See Exhibit D for a map identifying the census blocks assigned to Zito.

24. Zito is required to submit a Lifeline tariff page to the Commission's Bureau of Technical Utility Services within 60 days of entry of the Order granting ETC designation. Will Zito comply with this requirement?

Response: Yes.

Kevin L. Hall
Tucker Arensberg, P.C., Attorneys
2 Lemoyne Drive
Suite 200
Lemoyne, PA 17043
(717) 221-7951
khall@tuckerlaw.com
PA ID No. 311826

K.C. Halm
Katori Copeland
Davis Wright Tremaine LLP
1301 K Street NW
Washington, D.C. 20006
(202) 973-4287
KCHalm@dwt.com
KatoriCopeland@dwt.com

Counsel for Zito Mifflin County, LLC

EXHIBIT A

Residential Services Subscriber Agreement

ZITO MEDIA TERMS OF USE SUBSCRIBER AGREEMENT

The account holder(s) referred to on the accompanying ZITO MEDIA Work Order or statement (“I,” “me” or “my”) agrees that the Work Order and this Terms of Use Subscriber Agreement (this “Agreement”), set forth the terms and conditions that govern my receipt of video, high-speed data, voice and other services from TREASURE LAKE, L.P. and ZITO MEDIA, L.P. and each of their affiliates (referred to collectively as “ZITO MEDIA”). The term “Services” and all other capitalized terms used in this Agreement are defined in Section 15.

In consideration of ZITO MEDIA’s provision of the Services that I have requested, subject to applicable law, I AGREE AS FOLLOWS:

1. IMPORTANT INFORMATION ABOUT THIS AGREEMENT

(a) This Agreement and the Work Order, each of which ZITO MEDIA may amend as set forth below, constitute the entire agreement between ZITO MEDIA and me. This Agreement supersedes all previous written or oral agreements between ZITO MEDIA and me. I am not entitled to rely on any oral or written statements by ZITO MEDIA’s representatives relating to the subjects covered by these documents, whether made prior to the date of my Work Order or thereafter, and ZITO MEDIA will have no liability to me except in respect of its obligations as described in this Agreement and the other documents referred to above. The use of my Services by any person other than me is also subject to the terms of this Agreement.

(b) ZITO MEDIA has the right to add to, modify, or delete any term of this Agreement and the ZITO MEDIA Policies and Practices at any time. An online version of this Agreement and the Policies and Practices, as so changed from time to time, will be accessible at www.zitomedia.com or another online location designated by ZITO MEDIA, or can be obtained by calling ZITO MEDIA.

(c) ZITO MEDIA will notify me of any significant change(s) in this Agreement and the Policies and Practices. Any such changes shall become effective immediately except where applicable law requires a notice period, in which case the change will become effective at the end of the requisite notice period. Upon effectiveness of any change to any of these documents, my continued use of the Services will constitute my consent to such change and my agreement to be bound by the terms of the document as so changed. If I do not agree to any such change, I will immediately stop using the Services and notify ZITO MEDIA that I am terminating my Services account.

(d) My acceptance of Services constitutes my acceptance of the terms and conditions contained in this Agreement. In the event that a portion of my Services is terminated, or any aspect of it is changed, any remaining service or replacement service will continue to be governed by this Agreement.

2. PAYMENT; CHARGES; REFUNDS

(a) I agree to pay ZITO MEDIA for (i) all use of my Services, (ii) installation and applicable service charges (iii) ZITO MEDIA Equipment, and (iv) all applicable local, state and federal fees and taxes. Charges for the Services are set forth on a separate price list that I have received. I will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use, or as otherwise specified in the price list. ZITO MEDIA may change both the fees and the types of charges (e.g., periodic, time-based, use-based) for my Services. If I participate in a promotional offer that requires a minimum time commitment and I

terminate early, I agree that I am responsible for early termination fees associated with such promotion.

(b) Charges for installation Services and related equipment available from ZITO MEDIA for a standard Services installation are as described in ZITO MEDIA's list of charges. Non-standard installations, if available, may result in additional charges as described in ZITO MEDIA's list of charges. In addition, I agree to pay charges for repair service calls resulting from my misuse of ZITO MEDIA Equipment or for failures in equipment not supplied by ZITO MEDIA.

(c) If my Services account is past due and ZITO MEDIA sends a collector to my premises, a field collection fee may be charged. The current field collection fee is on the price list or can be provided on request. I will also be responsible for all other expenses (including reasonable attorneys' fees and costs) incurred by ZITO MEDIA in collecting any amounts due under this Agreement and not paid by me.

(d) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed, subject to applicable law, on amounts that are past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees are on the price list or can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. ZITO MEDIA reserves the right to change the late fees.

(e) I agree that if my Services account with ZITO MEDIA is past due, ZITO MEDIA may terminate any of my Services or accounts, including Digital Voice Service, in accordance with applicable law. Whether ZITO MEDIA or I terminate my Services, if I have a credit due to me or a deposit is being held on any account with ZITO MEDIA, I agree that the credit or deposit may be used to offset amounts past due on any other account I may have with ZITO MEDIA without notice to me and that the remaining balance owed will only be refunded if it is at least equal to one month of my service fees; partial month fees paid but not used and installation fees paid are non-refundable. To reconnect any terminated Services, I may be required, in addition to payment of all outstanding balances on all accounts with ZITO MEDIA, to pay reconnect charges or trip charges (where applicable) and/or security deposits before reconnection.

(f) ZITO MEDIA may verify my credit standing with credit reporting agencies and require a deposit based on my credit standing or other applicable criteria. ZITO MEDIA may require a security deposit, or a bank or credit card or account debit authorization from me as a condition of providing or continuing to provide Services. If ZITO MEDIA requires a security deposit, the obligations of ZITO MEDIA regarding such security deposit will be governed by the terms of the deposit receipt provided by ZITO MEDIA to me at the time the deposit is collected. I agree that ZITO MEDIA may deduct amounts from my security deposit, bill any bank or credit card submitted by me, or utilize any other means of payment available to ZITO MEDIA, for any past due amounts payable by me to ZITO MEDIA, including in respect of damaged or unreturned Equipment.

(g) If I have elected to be billed by credit card, debit card or ACH transfer, I agree that I will automatically be billed each month for any amounts due under this Agreement. If I make payment by check, I authorize ZITO MEDIA and its agents to collect this item electronically.

(h) ZITO MEDIA may charge fees for all returned checks and account debit, bank card or charge card chargebacks. The current return/chargeback fees are listed in the list of charges on the price list or can be provided on request. ZITO MEDIA reserves the right to change return/chargeback fees.

(i) All use of my Services, whether or not authorized by me, will be deemed my use and I will be responsible in all respects for all such use, including for payment of all charges attributable to my account (e.g., for VOD movies, merchandise ordered via Internet, international long distance charges, etc.). ZITO MEDIA is entitled to assume that any communications made through my

Services or from the location at which I receive the Services are my communications or have been authorized by me. My Services may contain or make available information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties (which may include my OLP and/or entities affiliated with ZITO MEDIA). I agree that all such charges incurred by me or attributed to my account will be my sole and exclusive responsibility and agree to pay the same when due, and shall indemnify and hold harmless ZITO MEDIA and third parties (the "ZITO MEDIA Parties") for all liability for such charges. I agree that ZITO MEDIA is not responsible or liable for the quality of any content, merchandise, products or Services (or the price thereof) made available to me via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.

(j) I acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services ZITO MEDIA provides and, consequently, uncertainty about what fees, taxes and surcharges are due from ZITO MEDIA and/or its customers. Accordingly, I agree that ZITO MEDIA has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to me. I further agree to waive any claims I may have regarding ZITO MEDIA's collection or remittance of such fees, taxes and surcharges. I further understand that I may obtain a list of the fees, taxes and surcharges that ZITO MEDIA currently collects or passes through by writing to ZITO MEDIA at the following address and requesting same: ZITO MEDIA, 102 South Main Street, Coudersport, PA 16915; Attention: Subscriber Tax Inquiries.

(k) I agree that it is my responsibility to report ZITO MEDIA billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, the errors are waived.

3. INSTALLATION; EQUIPMENT AND CABLING

(a) If I am not the owner of the house, apartment or other premises upon which ZITO MEDIA Equipment and Software are to be installed, I warrant that I have obtained the consent of the owner of the premises for ZITO MEDIA personnel and/or its agents to enter the premises for the purposes described in Section 3(d). I agree to indemnify and hold the ZITO MEDIA Parties harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees).

(b) I authorize ZITO MEDIA to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. ZITO MEDIA shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the ZITO MEDIA Equipment, except for damage caused by negligence on the part of ZITO MEDIA.

(c) The ZITO MEDIA Equipment is and at all times shall remain the sole and exclusive personal property of ZITO MEDIA, and I agree that I do not become an owner of any ZITO MEDIA Equipment by virtue of the payments provided for in this Agreement or the attachment of any portion of the ZITO MEDIA Equipment to my residence or otherwise. Upon termination of any Services, subject to any applicable laws or regulations, ZITO MEDIA may, but shall not be obligated to, retrieve any associated ZITO MEDIA Equipment not returned by me as required under Section 3(f) below. ZITO MEDIA will not be deemed to have "abandoned" the ZITO MEDIA Equipment if it does not retrieve such equipment.

(d) I agree to provide ZITO MEDIA and its authorized agents access to my premises during regular business hours upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the ZITO MEDIA Equipment, to install Software, to conduct service theft audits, or to check for signal leakage. I agree that ZITO MEDIA may have reasonable access to easements and ZITO MEDIA Equipment located on my grounds.

(e) ZITO MEDIA shall have the right to upgrade, modify and enhance ZITO MEDIA Equipment and Software from time to time through “downloads” from ZITO MEDIA’s network or otherwise. Without limiting the foregoing, ZITO MEDIA may, at any time, employ such means to limit or increase the throughput available through individual cable modems whether or not provided by ZITO MEDIA.

(f) If the Services are terminated, I agree that I have no right to possess or use the ZITO MEDIA Equipment related to the terminated Services. As required under Section 10(b), I agree that I must arrange for the return of ZITO MEDIA Equipment to ZITO MEDIA, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Services. If I do not promptly return the ZITO MEDIA Equipment or schedule with ZITO MEDIA for its disconnection and removal, ZITO MEDIA may enter any premises where the ZITO MEDIA Equipment may be located for the purpose of disconnecting and retrieving the ZITO MEDIA Equipment. I will pay any expense incurred by ZITO MEDIA in any retrieval of the unreturned ZITO MEDIA Equipment. ZITO MEDIA may charge me a continuing monthly fee until any outstanding ZITO MEDIA Equipment is returned, collected by ZITO MEDIA or fully paid for by me in accordance with Section 3(g). The current fee is listed in the list of charges on the price list or can be provided on request.

(g) I agree to pay ZITO MEDIA liquidated damages in the amount demanded by ZITO MEDIA, but not to exceed that specified in the then-current price list, for the replacement cost of the ZITO MEDIA Equipment without any deduction for depreciation, wear and tear or physical condition of such ZITO MEDIA Equipment if (i) I tamper with, or permit others to tamper with, ZITO MEDIA Equipment, (ii) the ZITO MEDIA Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such destruction, loss, or theft, or (iii) the ZITO MEDIA Equipment is damaged (excluding equipment malfunction through no fault of my own) while in my possession, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such damage. I agree that these liquidated damages are reasonable in light of the problem of theft of cable Services; the existence of a “black market” in ZITO MEDIA Equipment; the ability of third parties to steal Services with unlawfully obtained ZITO MEDIA Equipment, causing loss of revenues for installation and service fees; and the difficulty in determining the actual damages that arise from the unauthorized tampering with, loss, destruction, or theft of ZITO MEDIA Equipment. I agree to return any damaged ZITO MEDIA Equipment to ZITO MEDIA.

(h) I agree that ZITO MEDIA may place equipment and cables on my premises to facilitate the provision of Services to me and to other locations in my area. The license granted under this Section 3(h) will survive the termination of this Agreement until the date that is one year from the date on which I first notify ZITO MEDIA in writing that I am revoking such license.

4. USE OF SERVICES; ZITO MEDIA EQUIPMENT AND SOFTWARE

(a) I agree that ZITO MEDIA has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). I further agree that ZITO MEDIA (and, if applicable, OLP) has the right to add to, modify, or delete any aspect, feature or requirement of the HSD Service (including content, price and system requirements). If ZITO MEDIA changes its equipment requirements with respect to any Services, I

acknowledge that I may not be able to receive such Services utilizing my then-current equipment. Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, pursuant to this Agreement. If I participate in a promotional offer for any Service(s) that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Service(s) during the time specified. I agree that ZITO MEDIA shall have the right to add to, modify, or delete any aspect, feature or requirement of the relevant Service(s), other than the price I am charged, during such promotional period.

(b) I agree that the Services I have requested are residential Services, offered for reasonable personal, non-commercial use only. I will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof. If I receive Video Service, I agree not to use the Services for the redistribution or retransmission of programming or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to transmit or distribute the Video Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose. I acknowledge that programs and other materials that I receive as part of the Video Service remain part of the Video Service even if I record or capture all or a portion of any such program or material in a data file or on a hard drive, DVR or similar device. If I receive Digital Voice Service, I agree not to use the Services for telemarketing, call center, medical transcription or facsimile broadcasting Services or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to make available my Digital Voice Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose. If I receive HSD Service, I agree not to use the HSD Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the HSD Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of any form of transmitter or wide area network that enables persons or entities outside the location identified in the Work Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, if I use a wireless network within my residence, I will limit wireless access to the HSD Service (by establishing and using a secure password or similar means) to the members of my household.

(c) Theft or willful damage, alteration, or destruction of ZITO MEDIA Equipment, or unauthorized reception, theft or diversion of Services, or assisting such theft, diversion, or unauthorized reception is a breach of this Agreement and potentially punishable under law (including by way of statutory damages, fine and/or imprisonment). Nothing in this Agreement, including, Section 3(g) above, shall prevent ZITO MEDIA from enforcing any rights it has with respect to theft or unauthorized tampering of Services or ZITO MEDIA Equipment under applicable law.

(d) I will not, nor will I allow others to, open, alter, misuse, tamper with or remove the ZITO MEDIA Equipment as and where installed by ZITO MEDIA or use it contrary to this Agreement. I will not, nor will I allow others to, remove any markings or labels from the ZITO MEDIA Equipment indicating ZITO MEDIA ownership or serial or identity numbers. I will safeguard the ZITO MEDIA Equipment from loss or damage of any kind, including accidents, breakage or house fire, and will not permit anyone other than an authorized representative of ZITO MEDIA to perform any work on the ZITO MEDIA Equipment.

(e) I agree that to the extent any Software is licensed (or sublicensed) to me by ZITO MEDIA, such Software is provided for the limited purpose of facilitating my use of the Services as described in this

Agreement. I will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. I will return or destroy all Software provided by ZITO MEDIA and any related written materials promptly upon termination of the associated Services to me for any reason. Software licensed to me by my OLP, for instance my OLP's client or browser software, is licensed under the OLP Terms and is not the responsibility of ZITO MEDIA.

(f) I agree that I will use the Services for lawful purposes only, and in accordance with this Agreement.

(g) I agree to be responsible for protecting the confidentiality of my screen names, passwords, personal identification numbers (PINs), parental control passwords or codes, and any other security measures made available, recommended or required by ZITO MEDIA . I also acknowledge that ZITO MEDIA's Services may from time to time include interactive features, the use of which may result in the transmission to, and use by, ZITO MEDIA or certain third parties of information that may constitute personally identifiable information (as such term is used in the Federal Communications Act of 1934) about me and for which ZITO MEDIA may be required, under the Federal Communications Act of 1934, to obtain my consent. I agree that ZITO MEDIA may seek such consents (or indications of my election to "opt in" to certain ZITO MEDIA programs) electronically, including through the use of a "click through" screen, and that ZITO MEDIA is entitled to assume that any such consent or opt-in election communicated through my Services or from the location at which I receive the Services is my consent or opt-in election or has been authorized by me.

(h) I agree that ZITO MEDIA has no liability for the completeness, accuracy or truth of the programs or information it transmits.

5. SPECIAL PROVISIONS REGARDING DIGITAL VOICE SERVICE

(a) I acknowledge that the voice-enabled cable modem used to provide the Digital Voice Service is electrically powered and that the Digital Voice Service, including the ability to access 911 Services and home security and medical monitoring Services, may not operate in the event of an electrical power outage or if my broadband cable connection is disrupted or not operating. I acknowledge that, in the event of a power outage in my home, any battery included in my voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that Digital Voice Service will be available in all circumstances. I also acknowledge that, in the event of a loss of power that disrupts my local ZITO MEDIA cable system, the battery in my voice-enabled cable modem will not provide back-up service and the Digital Voice Service will not be available.

(b) I agree that ZITO MEDIA will not be responsible for any losses or damages arising as a result of the unavailability of the Digital Voice Service, including the inability to reach 911 or other emergency Services, or the inability to contact my home security system or remote medical monitoring service provider. I acknowledge that ZITO MEDIA does not guarantee that the Digital Voice Service will operate with my home security and/or medical monitoring systems, and that I must contact my home security or medical monitoring provider in order to test my system's operation with the Digital Voice Service. I agree that I am responsible for the cost of any such testing or any fees for configuring my home security or medical monitoring system to work with the Digital Voice Service.

(c) The location and address associated with my Digital Voice Service will be the address identified on the Work Order. I acknowledge that, under Section 4(d) of this Agreement, I am not permitted to move ZITO MEDIA Equipment from the location and address in which it has been installed. Furthermore, if I move my voice-enabled cable modem to an address different than that identified on

the Work Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Work Order and not the new address.

(d) I acknowledge that the existing voice wiring inside my home may not support both Digital Voice Service and digital subscriber line (DSL) service. Therefore, if I intend to use Digital Voice Service on all of my voice jacks, I may be required to maintain separate wiring, not provided by ZITO MEDIA, within my home specifically for DSL service or to disconnect my DSL service prior to receiving the Digital Voice Service over my existing in-home wiring.

(e) I agree to provide ZITO MEDIA and its authorized agents with access to my voice inside wiring at the Network Interface Device or at some other minimum point of entry in order to provide the Digital Voice Service over my existing in-home wiring.

(f) I acknowledge that the Digital Voice Service may not be compatible with certain data transmission Services, including but not limited to fax transmissions and dial-up Internet access and that I may be required to maintain a separate voice line, not provided by ZITO MEDIA, in order to access such Services.

6. SPECIAL PROVISIONS REGARDING HSD SERVICE

(a) Tiers of Service. I acknowledge that the HSD Service is offered on a tiered basis and that each tier has “throughput” limits (i.e., limits on the maximum rate at which I may send and receive data at any time), “consumption” limits (i.e., limits on the amount of data that I may send or receive during the course of a month or over shorter periods) and other similar limits, all as set forth in the price list or this Agreement. I agree that ZITO MEDIA may change the throughput, consumption and other applicable limits of any tier(s) by amending the price list or Terms of Use. My continued use of the HSD Service will constitute my acceptance of any new limits. I also agree that ZITO MEDIA may use technical means, including but not limited to suspending or reducing the speed of my service, to ensure compliance with these limits, and that ZITO MEDIA may move me to a higher tier of HSD service (which may result in higher monthly charges) or impose other charges and fees if my use exceeds these limits. I further agree that ZITO MEDIA has the right to monitor my usage patterns to facilitate the provision of the HSD Service and to ensure my compliance with this Agreement. ZITO MEDIA may take such steps as it determines appropriate in the event my usage of the HSD Service does not comply with this Agreement, including applicable consumption limits. The usage cap for the High Speed Internet is 250 GB of downloaded data each month; for the Super Speed Internet product is 500GB; for the Ultra Speed Internet product & Mega Speed Internet product is unlimited.

(b) Republication. (i) I acknowledge that material posted or transmitted through the HSD Service may be copied, republished or distributed by third parties, and that the ZITO MEDIA Parties will not be responsible for any harm resulting from such actions. (ii) I grant to ZITO MEDIA, and I represent, warrant and covenant that I have all necessary rights to so grant, the non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display in any media all material posted on the public areas of the HSD Service via my account and/or to incorporate the same in other works, but only for purposes consistent with operation and promotion of the HSD Service. (iii) I agree that unsolicited email, or “spam,” is a nuisance and that ZITO MEDIA and my OLP are entitled to establish limits on the volume of email that I send. Such volume limits may be set by reference to a number of emails per day, week, month or year.

(c) Unfiltered Internet Access. I acknowledge that the HSD Service provides a connection to the Internet that may be unfiltered, and that the ZITO MEDIA Parties neither control nor assume responsibility for any content on the Internet or content that is posted by a subscriber. Although ZITO MEDIA or my OLP may make available certain parental control features, I acknowledge that such

parental control features may not be entirely effective or foolproof and that, notwithstanding such features, I or members of my household may be exposed to unfiltered content.

(d) Use of OLP Service. I agree that ZITO MEDIA and/or my OLP has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted on the HSD Service, if it determines in its discretion that the material is unacceptable or violates the terms of this Agreement, any ZITO MEDIA consumption limits or any other terms of this Agreement. Such material might include personal home pages and links to other sites. In addition, I agree that, under such circumstances, ZITO MEDIA may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g., home pages) or cancel my account without prior notification. I also agree that ZITO MEDIA and/or my OLP may suspend or cancel my account for using all or part of the HSD Service to post content to the Internet or to engage in "peer to peer" file exchanges or other forms of file exchanges that violate this Agreement.

(e) Responsibility for HSD Service. ZITO MEDIA has responsibilities for the HSD Service. This Agreement does not cover any OLP features or Services that are not dependent upon distribution over ZITO MEDIA's cable system (for example, dial up access or my use of the OLP software that enables access to the OLP features or Services through non-ZITO MEDIA access means) or that may otherwise be provided to me by my OLP separately from the HSD Service under the OLP terms. In the event of termination of the HSD Service, I must also contact my OLP to ensure that these other features or Services (such as dial-up access) are properly continued or discontinued.

(f) Computer Requirements. I agree that each Computer will need to meet certain minimum hardware and software requirements that will be specified for the HSD Service, and that such requirements may be changed from time to time by ZITO MEDIA or my OLP.

7. SUPPORT; SERVICE AND REPAIRS

(a) My Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. ZITO MEDIA will, at its own expense, repair damage to or, at ZITO MEDIA's option, replace ZITO MEDIA Equipment, and otherwise attempt to correct interruptions of the Services, due to reasonable ZITO MEDIA Equipment wear and tear, or technical malfunction of the system or network operated by ZITO MEDIA. The Subscriber Materials contain details on contacting ZITO MEDIA for this support.

(b) Unless I have obtained a ZITO MEDIA service protection plan (if available in my area), I agree that I am responsible for all wiring, equipment and related software installed in my residence that is not ZITO MEDIA Equipment or ZITO MEDIA-licensed Software and ZITO MEDIA will have no obligation to install, connect, support, maintain, repair or replace any Computer, television, voice or voice answering device, audiovisual recording or playback device (e.g., VCR, DVR, DVD), audio equipment, any software, or any cable modem, cabling or other equipment (other than ZITO MEDIA Equipment or ZITO MEDIA-licensed Software). ZITO MEDIA will not support, repair, replace, or maintain any Network Interface Card, regardless of whether provided and installed by ZITO MEDIA.

(c) I agree that ZITO MEDIA has no responsibility for the operation of any equipment, software or service other than the Services, the ZITO MEDIA Equipment and the ZITO MEDIA-licensed Software. For instance, I acknowledge that certain commercially available televisions, converter boxes and recording devices, which may be identified by their manufacturers as "cable ready" or "digital cable ready," may not be able to receive or utilize all available Services without the addition of a ZITO MEDIA converter box or other ZITO MEDIA Equipment for which a fee may be charged. If I receive HSD Service, ZITO MEDIA has no responsibility to support, maintain or repair any

equipment, software or service that I elect to use in connection with the HSD Service. For assistance with technical problems arising from such equipment, software or Services, I should refer to the Subscriber Materials for information regarding the technical support provided by my OLP or to the support area of the OLP or to the relevant third party's material.

(d) If ZITO MEDIA determines that non-ZITO MEDIA cabling or equipment connecting my residence to ZITO MEDIA Equipment installed on the side of or adjacent to my residence (i.e., at a ground block) is the cause of a service problem, I agree that ZITO MEDIA may charge me to resolve such service problem. If available from ZITO MEDIA in my area, I may subscribe to a ZITO MEDIA service protection plan that covers service related calls within my residence. If any other support Services are available from ZITO MEDIA, such Services will be at additional charges as described in ZITO MEDIA's price list.

8. SERVICE INTERRUPTIONS; FORCE MAJEURE

(a) I agree that ZITO MEDIA has no liability for delays in or interruption to my Services, except that if for reasons within ZITO MEDIA's reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the HSD Service or (iii) there is a complete failure of the Digital Voice Service, ZITO MEDIA will give me a prorated credit for the period of such interruption or failure if I request one within 30 days of the interruption or failure. Notwithstanding the above, ZITO MEDIA will issue credits for VOD, pay-per-view and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event shall ZITO MEDIA be required to credit me an amount in excess of applicable service fees. ZITO MEDIA will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.

(b) I acknowledge that ZITO MEDIA may conduct maintenance from time to time that may result in interruptions of my Services.

(c) The ZITO MEDIA Parties shall have no liability, except as set forth in Section 8(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.

9. REVIEW AND ENFORCEMENT

(a) ZITO MEDIA may suspend or terminate all or a portion of my Services without prior notification if ZITO MEDIA determines in its discretion that I have violated this Agreement, even if the violation was a one-time event. If all or a portion of my Services are suspended, I will not be charged for the relevant Services during the suspension.

(b) If I receive HSD Service, I acknowledge that ZITO MEDIA has the right, but not the obligation, to review content on public areas of the HSD Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement.

(c) I agree that ZITO MEDIA shall have the right to take any action that ZITO MEDIA deems appropriate to protect the Services, ZITO MEDIA's facilities or ZITO MEDIA Equipment.

10. TERMINATION OF SERVICE AND REFUNDS

(a) Either ZITO MEDIA or I may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law. If my account is terminated by ZITO MEDIA or by me, I agree that I will be refunded any pre-paid fees minus any amounts due ZITO MEDIA and that the remaining balance owed will only be refunded if it is at least equal to one month of my service fees; partial month fees paid but not used and installation fees paid are non-refundable.

(b) If I am moving or wish to terminate all or any portion of my Services for any reason, I will notify ZITO MEDIA by voice or by mail as instructed in the Subscriber Materials in order to set up a disconnect appointment and provide ZITO MEDIA with access to my premises to disconnect the relevant Services and recover the ZITO MEDIA Equipment specified on the Work Order on a DATE PRIOR TO the last day of residency. This also applies if I am receiving a period of free or discounted Services. In other words, at the end of the free or discounted period, ZITO MEDIA is entitled to begin billing me for the usual charges associated with the relevant Services unless I take the appropriate steps to terminate the Services as described in this Section 10(b).

(c) I cannot terminate my Services by writing "Canceled" (or any other messages) on my bill or check, or by making a disconnect appointment that does not result in ZITO MEDIA's physical recovery of the ZITO MEDIA Equipment. In addition, I agree that any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by ZITO MEDIA shall have no legal effect.

(d) If I subscribe to HSD Service, I acknowledge that notice given by me to ZITO MEDIA of termination of my HSD Service may not be sufficient to terminate billing by my OLP for additional or continuing Services under the OLP terms (for example, "dial up" access). I agree that I am solely responsible for contacting my OLP in addition to ZITO MEDIA to ensure that all such Services are terminated in accordance with the OLP terms.

EXHIBIT B
Customer Notice

NOTICE TO CUSTOMERS

We've designed our Notice to help you with any questions you may have regarding your cable television service. We follow various policies and practices when providing you cable television and other services. We summarize in this Notice the policies and practices that directly affect you. We may change these policies and practices in the future and, if that occurs, we will notify you. We regularly review our services, policies and practices as part of our commitment to improve the quality of services we provide to our subscribers. We will send you a written, electronic or other appropriate notice informing you of any changes and the effective date of those changes. If you find the change unacceptable, you have the right to cancel your service; however, if you continue to receive services after the effective date of any change, we will consider that your acceptance of the change.

Zito Media is committed to providing you exceptional service to give you the finest cable system possible. We sincerely appreciate your business and look forward to serving all of your communications and entertainment needs.

Cable Services

Zito Media offers various cable television services at rates and fees more particularly described at our website at www.zitomedia.com. For current program offerings, channel lineups, and rates, please refer to this website or call us at 800-365-6988 (toll free). We will mail this information to you upon request.

How to Use Your Cable Service and Equipment Compatibility Notification

VIEWING BROADCAST BASIC CABLE SERVICE ON YOUR TELEVISION Zito Media offers Broadcast Basic service in some of our communities. Broadcast Basic Service is the lowest level of service available from Zito Media. It carries the over the air broadcast channels. Certain areas offer digital Broadcast Basic Service. You may lease a digital adapter or Android box from Zito Media. Other areas offer Basic Service as the lowest level of service and include broadcast channels as well as many other popular channels. Our cable system utilizes the VHF band of channel frequencies. Your television owner's manual will state the VHF channel capability. If your television set will not tune VHF channels up to and including channel 99, you may need to purchase a standard converter from a local electronics merchant, or rent a converter from Zito Media. Please check www.zitomedia.com for levels of service available in your area.

VIEWING DIGITAL CABLE ON YOUR TELEVISION Customers in many areas have the option of purchasing Digital Cable services. You must subscribe to Basic Service and have a Zito Media converter in order to receive digital cable services or use the digital tuner built into your television set to pick up the digital channels. If you have questions on whether digital services are available in your area, please contact us at 800-365-6988 or view our listings at www.zitomedia.com.

CONVERTER BOXES Basic Service may be viewed on any television with an MPEG-4 HD digital tuner. Encrypted channels broadcasted in digital format will require a Zito Media set-top converter. Unencrypted digital channels may be received by televisions that have a built-in digital tuner. If you do not currently possess "cable ready" equipment, you may choose to buy a standard converter at a retail outlet or rent a converter from Zito Media.

According to government rules, after October 31, 1994, TVs and VCRs sold in the U.S. cannot be called "cable ready" unless they comply with new requirements, including the ability to properly tune channels. If you use a converter, you can only tune to one channel at a time.

Zito Media uses state-of-the-art descrambling methods to ensure the security of our system. Converters with descrambling capability for the Zito Media service can only be obtained directly from Zito Media. Certain cable converters that have descramblers (so called "pirate boxes" or "black boxes") are illegal to sell, purchase or use on the cable system. To the extent our descrambling methods affect your reception of signals, we can supply to you special equipment that will enable the simultaneous reception of multiple signals. We will consult with you to determine your specific equipment needs. Upon request, we will attempt to provide you with the types of special equipment needed to

resolve your compatibility problem. Charges will apply for purchase or lease of such equipment, in accordance with federal law.

REMOTE CONTROLS The converters offered by Zito Media are operated with a hand-held remote control device. This remote performs some universal functions for many of the most popular TVs. Some models of remote controls also have the capability to control other media devices in your home, such as DVD players. Consult the remote control manual for more information. The remote control that came with your TV or DVD player may be capable of controlling some features of our converter box. You may also buy a "universal" remote control device from a third party. Most "universal" remotes are capable of operating many features of the digital converter. Models of remote control units currently available from third party retailers that are compatible with most customer premises equipment include the "One For All" brand of universal remote control. Please contact us to inquire about whether a particular remote control unit that you are considering for purchase would be compatible with the customer premises equipment.

PARENTAL CONTROL FEATURE Many of the digital converters provide a parental control feature that allows customers to restrict viewing of specific channels, programs and pay-per-view. The parental control feature is available through the Interactive Program Guide and its use is subject to rating and other information being provided by individual program suppliers. Zito Media is not responsible for inaccurate or incomplete rating and other information provided by program suppliers or the Interactive Guide vendor. Functionality is dependent on the guide vendor and is available in digital cable systems only.

INTERACTIVE PROGRAM GUIDE The Interactive Program Guide is available to customers using a digital converter box. This on-screen guide lists programs for services offered on our system. Listings can be sorted by time, program category or channel. Additional features include a parental control option that provides the ability to restrict viewing by rating or channel. Zito Media utilizes multiple Interactive Program Guide vendors. Features and functionality are dependent on the vendor. Refer to the user manual or call 800-365-6988 for options with your particular guide.

WEBSITE INFORMATION For the most current information regarding terms of service, customer service, rate information and channel line-ups, please visit us at: www.zitomedia.com or <http://www.zitomedia.com/rates>.

Billing and Complaint Procedures

CONTACT US You can contact us by calling toll free 800-365-6988. A representative will be available to take your call Monday through Sunday, 24 hours per day, 365 days per year. In the event of an unforeseen circumstance, the access line may be answered by an automated response. You can also send a request through our Facebook page ([facebook.com/myzitomedia](https://www.facebook.com/myzitomedia)) or through an email to support@zitomedia.com

BILLING PROCEDURES Zito Media will mail a statement to you monthly. It will include an itemization of the amount due for the current billing cycle plus past due amounts from the previous billing cycle, if any. The total of the amounts is the amount due to the company. Your monthly billing cycle is dependent on your date of activation. Customers receiving a paper billing statement are charged a fee of \$1/month to cover the cost of production and delivery. Customers not wanting a fee for paper billing can receive an electronic version of their statement via email. In any case where a customer requests a cancellation or reduction of service within thirty (30) days after the notification of a scheduled rate or charge adjustment, then the customer's liability for the newly implemented rate or charge shall cease from the moment that the rate or charge adjustment becomes effective.

PAYMENT DUE DATE Statements will be mailed monthly and require payment within 20 days after the bill date. Accounts with a delinquent balance will be assessed a late fee of up to \$7.00. The late fee policy protects our current paying subscribers, who otherwise would be subsidizing increased costs caused by late-paying customers. Because it would be impractical or very difficult to ascertain or accurately estimate the damages suffered by Zito Media in the event a customer pays less than the full amount of his/her account, Zito Media has endeavored to fix fair compensation to Zito Media in the form of the late fee that bears a reasonable relation to probable damages suffered by Zito Media, and is not disproportionate to any damages reasonably to be anticipated from the payment of less than the full amount of your account.

PAYMENT OPTIONS Zito Media offers several convenient methods to pay your monthly invoice:

- Return envelope enclosed with your statement.
- Payment Office or drop box location where applicable, please see our website for locations and hours.
- Payment by telephone with your Visa, MasterCard or ACH with an agent or through the automated IVR. Those made with an agent may incur an additional processing charge.
- Automatic payment via your bank account, Visa or MasterCard.
- Payment may be made online at www.zitomedia.net.

DECLINED PAYMENT POLICY We charge customers \$30.00 for each declined payment transaction.

DISCONNECTION OF SERVICE AND REFUNDS Zito Media will promptly disconnect your service upon request. If a disconnect date is not specified, Zito Media will disconnect your service on the next available appointment window. You are responsible for all service charges until we disconnect your service. We may continue to charge you for service after you disconnect if you delay in returning company equipment. Customers who have pre-paid for service are entitled to a full refund of any whole months of service paid for but not used; partial months and installation fees are non-refundable. If there are any outstanding balances for unreturned equipment, Zito Media reserves the right to apply the refund to these unfulfilled balances. Early cancellation of services provided under the 2yr service agreement discount promotion will result in a fee of \$20 per month for each of the remaining months.

RECONNECTION CHARGES, TERMS AND CONDITIONS Zito Media may disconnect your service if you do not pay any bill after the company has given you written notice of its intent to disconnect. Before restoring service after being disconnected for non-payment, Zito Media may require payment of the full balance owed to Zito Media, a security deposit, the published reconnection charge and any applicable franchise fees, taxes and any other applicable charges. On the day of the scheduled disconnect, Zito Media will allow a customer to pay the entire past due balance, including any applicable collection, deposit or other charges, directly to the Zito Media technician prior to completion of the physical disconnect. Disconnected customers who elect to remain disconnected are legally responsible for payment of all past due amounts, as well as for the safe return of all company property. Absent immediate return of company equipment, Zito Media will bill the former customer \$250 for each digital converter box, \$500 for each DVR converter box, \$100 for each adapter, \$100.00 for each cable internet modem, and \$125 for each digital voice modem. The company reserves the right to pursue all legal remedies to enforce payment for company equipment, unless the equipment is returned in good working condition.

CREDITS FOR SERVICE OUTAGES Upon request, Zito Media will issue credit for certain system outages not resulting in part or entirely from circumstances beyond Zito Media's reasonable control that exceed one-service day in duration to affected customers applying for such credit. The credit amount is determined based on the customer's monthly services, the number of services affected and the total outage time.

Customers may request credit by telephone or in writing within thirty (30) days of the outage. The company will not issue credit if prevented from gaining access to its equipment to fix the problem. Credits are issued no later than the next billing cycle, following a determination that credit is warranted.

CHANGES OF SERVICE Customers may order additional services offered by Zito Media by calling 800-365-6988. Customers have the right to rescind their order for new services without charge prior to installation or activation. Billing will begin at the time the service is activated on the customer's account. Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period unless the customer terminates the service. A downgrade fee of \$25 will apply to removal of partial services.

COMPLAINT RESOLUTION You can report any performance issues with your service, including the quality of the television signal delivered by us, to our telephone

number, 800-365-6988 (toll free). You may also address questions in writing to Zito Media, P.O. Box 665, Coudersport, PA 16915 or to Zito Media at support@zitomedia.net. Investigative action will be initiated on the same day, if possible, but in no case later than the following business day. Zito Media's highly trained staff is able to handle the vast majority of questions over the phone and initiate corrective action:

If a billing dispute occurs, customers have thirty (30) days from the date of receipt of the bill to register a written dispute and are required to pay the undisputed amount.

When a complaint is registered in writing, Zito Media will submit a written reply within thirty (30) working days of receipt. The reply will include a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of the company.

If you are dissatisfied with our handling of your complaint, you can also contact the local franchising authority at the addresses printed on the back of your billing statement.

Installation and Service Maintenance Policies

INSTALLATIONS Under normal operating conditions, installations located within 150 feet from the existing distribution system are performed within seven (7) business days after an order has been placed.

SCHEDULING OF INSTALLATIONS AND SERVICE CALLS Under normal operating conditions, except for special promotions, pay-per-view events, rate increases, seasonal demand periods, and maintenance or upgrade of the system:

(i) the "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. Service calls and other installation activities may be scheduled outside of normal business hours for the express convenience of the customer.

(ii) Zito Media will not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If our technician is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Zito Media technician will promptly contact the customer. The appointment will be rescheduled, as necessary, at a time certain that is convenient for the customer.

In the event access to the customer's premises is not available when the technician arrives during the established appointment window, the technician will leave written notification stating the time of arrival and requesting that the customer contact Zito Media to establish a new appointment window.

SERVICE CALL CHARGES Service calls required to resolve a service problem are provided at no cost to the customer. Customers may be charged the applicable fee for service calls caused by (1) customer negligence, (2) destruction of or tampering with company's equipment, (3) improperly connected or malfunctioning computers, video games or other customer equipment, or (4) a problem not within the control of Zito Media.

RESPONSE TIMES Excluding situations beyond our control and under normal operating conditions, except for special promotions, pay-per-view events, rate increases, seasonal or monthly demand periods, and maintenance or upgrade of the system, Zito Media will begin working on a customer service interruption promptly and in no event later than twenty-four (24) hours after becoming aware of the interruption.

Audits and Theft of Service

Zito Media has sophisticated monitoring equipment that allows detection of illegal reception of cable TV signals and Internet connections. We regularly audit our system to detect such reception.

Federal law makes unauthorized reception of cable service a federal crime. Any person who willfully intercepts or receives or assists in intercepting or receiving any communications service offered over a cable system is subject to significant fines and/or imprisonment. We share the federal government's serious view of cable theft. We are working to control this problem for the benefit of our customers, our community and our

organization. If you know or suspect someone is violating this law, please contact us at our normal telephone numbers.

Programming Blackouts

Occasionally, we are required by federal law to block the cable casting of certain scheduled programs. These "blackouts" usually affect sporting events. Sports blackouts are usually imposed to protect: (i) the local sports team's ability to attract a live audience; and (ii) the television rights revenue by preventing duplication of any event by multiple carriers. In each case, one network is designated as the exclusive carrier of an event of a specific sports team. The exclusive network has arranged for this privilege at its own expense. FCC regulations require us to black out all other carriers of these events.

Cable Privacy Act, Customer Privacy Rights Notice

We at Zito Media ("we" or "us") are providing this Notice to inform you of our practices regarding personally identifiable information that may be collected in the course of providing services to you over our cable system, including video programming services, ISP Services and telephony services ("cable-based services"). Not all services may be available in your particular geographic area. This Notice is being provided in accordance with the Cable Communications Policy Act of 1984 (the "Cable Act"). Additionally, this Notice also makes reference to the Electronic Communications Policy Act of 1986, as amended ("ECPA"), which is applicable if you are a subscriber to our ISP service provided over our cable system (an "ISP Service") or telephony services, and the Online Copyright Infringement Liability Limitation Act of 1998 ("Copyright Act"), which is also applicable if you are a subscriber to our ISP Service.

This Notice pertains to personally identifiable information about you that you have furnished to us, or that we have collected, in connection with the provision of cable-based services to you. The provisions of this Notice also apply as indicated herein to personally identifiable information that you have furnished to us or that we have collected in connection with our provision of ISP Service. Personally identifiable information does not include aggregate data that does not identify you.

The Cable Act's subscriber privacy provisions apply to cable operators, as defined in the privacy provisions of the Cable Act ("Cable Operators"), providing cable and other services over their systems. ISPs available over our cable system may provide subscribers with other information concerning their general privacy practices through additional policies and notices, which will continue to apply unless inconsistent with this Notice. You may wish to review these additional policies and notices.

You should also be aware that most of the content and applications provided through your ISP service are provided by third parties, and that by accessing the online content of these third parties you may cause or enable the transmission by the system to them of personally identifiable information. The policies described in this Notice do not apply to such third parties. These third parties may have their own privacy policies, which you may also want to review.

The following areas are covered by this Notice:

- The nature of personally identifiable information collected about you and the way such information is used;
- The nature, frequency, and purpose of any disclosure that may be made of such information;
- Disclosure of information to governmental entities and through legal process;
- The period of time such information will be maintained;
- Your online communications on your ISP Service;
- The times and place you may have access to the information collected; and
- Your rights under the Cable Act.

1. Collection and Use of Personally Identifiable Information In the course of providing efficient service to you, we collect the following types of information about you that may constitute personally identifiable information: your name, home, email and work address, telephone numbers, social security number, credit information, and bank

account and credit card information used to pay for our services. Depending on the services we provide to you, our records also may include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets you have connected to cable or that are cable ready, the location of these television sets in your home, the number and location of PCs in your home and your PC configuration, the service options you have chosen, and the number of converters, cable modems or other cable equipment installed in your home. We may remotely check your PC to the extent necessary to determine whether it is susceptible to unauthorized access or the dissemination of computer viruses. We may also keep records of research concerning subscriber satisfaction with our services, which are obtained from subscriber interviews and questionnaires. Additionally, we may have a record of whether you rent or own your home in the event that landlord permission is required prior to installing our cable facilities. We also maintain copies of our correspondence with our subscribers (via e-mail or otherwise) and, if you are an ISP Service subscriber, we may keep records of violations and alleged violations of your Cable Subscription Terms and Conditions (your "Subscription Agreement") and other rules governing your use of the ISP Service, including, but not limited to, the Acceptable Use Policy. Finally, we may sometimes obtain from third parties publicly available information about our subscribers.

The information described in the preceding paragraph is used for purposes such as the following: to make sure you are being billed properly for the services you receive; to send you pertinent information about our services; to maintain or improve the quality of our services; to answer questions from subscribers (i.e., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market cable or other services or products that you may be interested in; and for tax and accounting purposes.

Our system, in delivering and routing the ISP Services, may automatically log information concerning Internet addresses you contact, and the duration of your visits to such addresses. We do not use or disclose any personally identifiable information that may be derived from these logs for marketing, advertising or similar purposes. We, in providing the ISP Service to you, also have access to personally identifiable information about you or your ISP account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. You have consented, in your Subscription Agreement, to the collection of personally identifiable information as described in this paragraph.

In addition, if you use a telephony service we provide, then as a necessary incident of providing that service, our computer systems automatically capture and store information that may include, but is not limited to, the dates, times and length of your calls, as well as the telephone numbers that you communicate with. Any personally identifiable information that may be derived is subject to the policies described in this Notice and to our obligations under the ECPA and other applicable law.

Under the Cable Act, a Cable Operator may also collect personally identifiable information over a cable system without subscribers' consent if it is necessary to provide services to subscribers, or to prevent unauthorized access to services or subscriber data.

2. Disclosure of Personally Identifiable Information Personally identifiable information that we maintain related to our subscribers will be disclosed by us without the prior written or electronic consent of subscribers only if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law or legal process as described below; or (3) for mailing lists as described below.

The types of persons to whom information about you may be disclosed by us in the course of providing cable service to you include our employees and those of our related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, and authorized representatives of governmental bodies. Also upon reasonable request, personally identifiable information is disclosed to persons or entities with an equity interest in legal entities related to us when they have a legal right to inspect our books and records.

In addition, if you are an ISP Service subscriber, information, including personally identifiable information, may be shared between Operator and your ISP in providing the ISP Service. The types of persons to whom information about you may be disclosed in the course of providing an ISP Service to you may include, in addition to those persons

listed above, your ISP and its employees or other entities who provide content and/or services to the ISP Service or to you via the ISP Service.

Information for billing purposes is generally provided by Operator on a monthly basis. Information for other purposes is provided by Operator as it is needed.

Unless you object, the Cable Act also permits Cable Operators to disclose personally identifiable information to others, such as advertisers and direct mail or telemarketers, for non-cable related purposes. Under the Cable Act, any disclosures for purposes other than as described in the first three paragraphs of this Section 2 and in Section 3 of this Notice is limited to the following "mailing list information": your name, address and the particular services to which you subscribe (e.g., HBO or other premium channels or tiers of service). In addition, Operator may add to its mailing list publicly available information about subscribers that is obtained from third parties. Mailing list information cannot include the extent of your viewing or use of a particular service, including the extent of your use of any ISP Service, or the nature of any transaction you make over the cable system. Operator may disclose such mailing list information from time to time. If you wish to have us remove you from our mailing list, please notify us in writing at the main office of your local Operator.

In addition to any disclosures permitted in the first paragraph of this Section 2, ISPs provided over our cable system may also disclose, pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in connection with the provision of services to you, in order to fulfill transactions that you request, to personalize your online experience, to comply with criminal or civil legal process (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of their businesses. For example, such ISPs may disclose your personally identifiable information routinely to their employees, agents and contractors to maintain, market, provide, and audit your ISP Service; to outside auditors to check their records; to attorneys and accountants as necessary to render services to such ISPs; and to merchants from whom you make purchases. The frequency of such disclosures varies according to business needs. The names and addresses of subscribers to ISPs provided over our cable system may also be disclosed to selected companies in order to provide you direct mail product and service offers, subject to the marketing preferences you may select when using your ISP Service. In disclosing name and address information for such purposes, such ISPs may combine these lists with publicly available information (such as census and household information), or segment them (i.e., create separate sub-lists) based on such publicly available information or on other information (such as when the subscriber began using the ISP service, or the subscriber's computer type).

3. Disclosure of Information to Government Entities and Other Legal Process Federal law requires us to disclose personally identifiable information to a governmental entity or other third party pursuant to a court order. If the court order is sought by a governmental entity, the Cable Act requires that you be afforded the opportunity to contest in court any claims made in support of the court order sought. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support. Such information may be obtained without a court order and does not require that a subscriber be given notice of and the opportunity to contest the disclosure.

If you are a subscriber to an ISP Service or telephony services, ECPA requires us to reveal information to the government in certain additional circumstances. ECPA addresses both the content of communications as well as subscriber record information. ECPA requires us to disclose to governmental authorities the content of communications in response to a criminal warrant or court order without any notice to you and without your consent.

In addition, under ECPA the government may require us to disclose subscriber record information (but not the content of communications) pursuant to a warrant, court order or subpoena without any notice to you and without your consent.

If you subscribe to an ISP Service, a private party may use a subpoena under the Copyright Act to obtain information about you to maintain a copyright infringement suit against the poster of online material, without any notice to you.

In your Subscription Agreement, you have agreed that we may also disclose any information in our possession to protect our rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

4. Time Period That We Retain Personally Identifiable Information We maintain personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time lasts as long as you are a subscriber and up to fifteen additional years so that we can comply with tax and accounting requirements. When information is no longer necessary for these purposes, we destroy the information unless there is a legitimate outstanding request or order to inspect the information.

5. Your Online Communications on an ISP Service In addition to the situations described in Section 3, ECPA provides for other exceptional circumstances under which we may be compelled to disclose information about you or your communications, or are permitted to disclose such information. For example, such information may be disclosed to law enforcement if it appears to be evidence of child pornography, or was inadvertently obtained and appears to pertain to a crime. Such disclosure is also permitted to an addressee or intended recipient (or his or her agent), or to a person involved in forwarding such information to its destination; when it is necessarily incident to providing service or to protect our rights or property; to others with your consent or the consent of an addressee or intended recipient (or his or her agent) of communications sent by you; or as otherwise provided for by law.

6. Access to Records Under the Cable Act, you have the right to inspect our records that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect these records, please notify us in writing and an appointment at our business office will be arranged during our regular business hours.

7. Your Rights Under the Cable Act The Cable Act provides you with a cause of action for damages, attorneys' fees and costs in Federal District Court should you believe that any of the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by us.

Oversight If you have comments or questions about our privacy policy, please email us at support@zitomedia.net.

EXHIBIT C

Emergency Services 911 Warning Labels

CAUTION

Emergency 911 service using this device may be limited or unavailable.


**EMERGENCY
911
LIMITATIONS**

Be sure you have an alternate means of contacting 911.

IMPORTANT: This is a VoIP device. E911 Service may be limited or unavailable in the event of a power outage, internet failure, if your physical location differs from your designated location, or other circumstances.

WARNING

In case of an emergency 911 CAN NOT be dialed from this phone.



Be sure you have an alternate means of contacting 911.

CAUTION

**EMERGENCY
911
LIMITATIONS** Emergency 911 service using this device may be limited or unavailable. Be sure you have an alternate means of contacting 911.

IMPORTANT: Emergency calls are routed to the PSAP for your designated Emergency Response Location. If your physical location differs from your designated location, required emergency service will be delayed or unavailable.

WARNING


 In case of an emergency 911 service CAN NOT be dialed from this phone. Be sure you have an alternate means of contacting 911.

EXHIBIT D
Census Blocks

Mifflin County Census Block Group awarded in RDOF Auction

Allensville

Little Kansas

Mcveytown

Legend

- Feature 1
- 🏛️ Mc Veytown Borough Office
- 🗺️ Nolt's Farm & Garden Inc
- 🏠 Pyramid Healthcare
- 🌲 Ridge



VERIFICATION

I, Colin Higgin, am a Vice President at Zito West Holding, LLC. The applicant, Zito Mifflin County, LLC, is a subsidiary of Zito West Holding, LLC. I verify that the information provided in the foregoing responses to the data requests from the Pennsylvania Public Utility Commission's Bureau of Consumer Services is true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing, if held, in this matter. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsifications to authorities.



Colin Higgin
Vice President
Zito West Holding, LLC

Dated: May 3, 2021