

**Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of)
Zito Mifflin County, LLC)
)
Petition for Designation as an)
Eligible Telecommunications Carrier)
And Request for Expedited)
Consideration)

Docket No. P-2021-3023622

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

1. **Please revise and resubmit a mockup of Zito's biannual bill message to include:**
 - **That Lifeline is a government assistance program. 47 CFR § 54.405(c)**
 - **That only eligible consumers may enroll 47 CFR § 54.405(c)**
 - **That consumers qualify for Lifeline based on household income at or below 135% of the Federal Poverty Guidelines 66 C.S. § 3019(f)(4)**
 - **Please include: *Contact the PA PUC Bureau of Consumer Services for help with unresolved questions or complaints at 1-800-692-7380 or <https://www.puc.pa.gov/complaints/informal-complaints/>***

Note that bill messages are twice annually per 66 C.S. § 3019(f)(4)

Response: Attached hereto as **Exhibit A** is the revised mockup of Zito's biannual bill message.

2. **Other than biannual bill messages and publicizing on its website, how will Zito publicize the availability of Lifeline in a manner reasonably designed to reach those likely to qualify?**

Response: Zito will be sending out marketing materials attached hereto as **Exhibit B** that publicizes the availability of Zito's Lifeline Service Program.

3. **Please provide a *mockup* of marketing material that publicizes the availability of Lifeline service using media of general distribution. This can be a current advertisement modified to comply with LL rules at 47 CFR § 54.405(c) and (d). Be sure to include standalone voice service as an option and include offerings that satisfy Lifeline minimum service standards and the charges for such service. 47 CFR §§54.201(d)(2), 54.408 Minimum service standards, and 54.805 RDOF public interest obligations**

Response: Attached hereto as **Exhibit B** is the mockup of marketing materials that publicizes the availability of Zito's Lifeline Service Program.

4. **Prior to ordering service, how are potential Lifeline subscribers made aware of charges/fees for services and equipment necessary to establish and maintain Lifeline**

voice and/or broadband service i.e. Installation, equipment lease fees (voice or broadband modems, ONU), late payment, reconnection, early termination, field collection and other fees/charges.

Response: Zito's Customer Service Representatives will review with any potential Lifeline Service Program customer all applicable fees and charges under the program.

- 5. Please list the calling features that will be included with the "Lifeline plan" mentioned in the first data request #10.**

Response: Please refer to Zito's website - <https://www.zitomedia.net/services-phone/> - for the features included with voice services at no extra charge.

As of today (7/14/2021) these include:

- Unlimited Local Calls
- Unlimited Long Distance (U.S. & Canada)
- Keep Your Current Phone # (most areas)
- Voicemail
- Call Waiting
- Caller ID
- Call Forwarding
- ****Now offering Visual Voicemail****

- 6. Will Zito charge Lifeline subscribers a monthly number portability fee?**

Response: Zito does not charge a number portability fee.

- 7. Prepaid billing is when payment is due/received prior to the start of the service period. Postpaid billing is when payment is due/received after the start of the service period. In its Terms of Use Subscriber Agreement, Exhibit A, Zito describes postpaid billing, i.e., credit and deposit practices, collection of past due amounts. Is this correct?**

Note that 52 Pa. Code § 53.85 prohibits a paper billing fee.

Response: Zito will bill on postpaid basis to collect past due amounts, late payment fees, international calling not covered under the unlimited calling plan and reconnection fees.

- 8. In its response to the first data request #10, for the Lifeline plan, Zito will offer calling plans for international toll calls. Does this also apply to generally available voice service?**

Response: Yes. For all Zito residential voice customers international calls are billed on a per call, per minute, postpaid basis. If customers do not want to make chargeable international calls, we can put a block on the line to keep them from mistakenly dialing international calls.

- 9. In response to the first data request at Exhibit C, Zito submitted sample warning labels that alert subscribers that 911/E911 service is unavailable. Please clarify: Does Zito certify that it will provide access to 911/E911 emergency services.**

Response: In all areas where Zito provides voice services, to include the acquired Census Block Group, we do provide access to 911/E911 emergency services.

10. In order to retain a record, how does ZITO obtain affirmative acknowledgement prior to initiation of service that each subscriber understands the circumstances in which access to 911/ E911 emergency service may be limited or unavailable? 47 CFR §9.11(b)(5)(ii) and (iii), 47 CFR § 9.20.

Response: Attached hereto as **Exhibit C** is the Subscriber Acknowledgement of the limitations of Digital Voice Service.

11. Describe the methods and network technologies that Zito will use to ensure redundancy and reliability of the proposed service. Please address this generally, as well as specifically for potential emergency situations to ensure reliability of 911 capabilities. 47 CFR § 54.202(a)(2).

Response: Customers have the option to purchase battery backup (UPS) for the client side GPON's. The Zito Hub has UPS power and generator backup. The Hub has access to Zito's state wide 400Gbps meshed MPLS fiber network that transports the voice traffic to the data center where Zito's high availability voice platform resides. The data center has multiple UPS systems and generators that supply emergency power to the equipment at that location. The Zito voice platform is comprised of multiple servers all of which are set up with primary and standby servers with auto failover. Zito sends 911 calls to bandwidth.com via our fiber based nationwide meshed MPLS backbone either directly to bandwidth's nationwide meshed MPLS network in Atlanta (carrier hotel) or, if that BGP session is down, via one of our multiple internet drains we have across the county. This allows Zito to send 911 calls via multiple paths to 2 GEO-diverse locations 911 call processing locations (currently Dallas, TX & Los Angeles, CA) who are able to send calls to the appropriate PSAP for the 911 calls.

12. Per 47 CFR § 9.20, please provide a mockup of a subscriber disclosure regarding backup power installed and operated on the customer premises.

Response: Attached hereto as **Exhibit D** is the mockup of the Subscriber Disclosure of the limitations of Digital Voice Service.

13. 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>

Response: Zito Media 800 number: 1-800-365-6988. Zito Media customer support email support@zitomedia.com or text our support number 1-814-200-0728 (between 9 AM – 9 PM EST daily).

14. Does Zito certify that neither it, nor any party to the application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988. 47 C.F.R. § 1.2002.

Response: Yes.

15. 52 Pa. Code applies to all local exchange carriers. Please contact tmingarell@pa.gov to provide § 64.201 Annual LEC Report data for calendar year 2020.

Response: Zito Mifflin County, LLC is currently not a LEC, and therefore, does not have Annual LEC Report data for calendar year 2020.

16. Provide a list of RDOF-awarded census block identified by ILEC and exchange name.

Response: Attached hereto as **Exhibit E** is the list of RDOF awarded census blocks by ILEC and exchange name.

Exhibit A - Terms of Use Subscriber Agreement

The introductory paragraph refers to terms and acronyms defined at Section 15 but the agreement ends with Section 10.

- Section 1(b) – Please include a telephone number for consumers to contact Zito Media.
- Section 2.e. and 10.a. re: refunds - Per § 64.37 after application to an outstanding balance, a deposit balance plus interest is refunded to the customer. (Protected services are subject to 52 Pa. Code Chapter 64.)
- Section 2.k. re: disputes – Per § 64.132 To be timely registered a dispute must be brought to the attention of the LEC orally or in writing by the customer or the customer’s designee before actual suspension or termination of service. Consider adding, “or subject to applicable law.”
- Section 3.f. re: equipment. Be clear that Zito Media may enter premises to disconnect and retrieve equipment subject to applicable law.
- Section 5 re: Special Provisions Regarding Digital Voice Service – Per 47 CFR § 9.11(b)(5), please make this section conspicuous from the rest of the document, e.g. larger font, all capital letters or bold print.

Per 52 Pa. Code § 69.251, be sure that all written material designed for residential consumers is in a typeface at least 8 point type. Y

Response: Attached hereto as **Exhibit F** is a redline version of the Terms of Use Subscriber Agreement incorporating the changes requested above.

17. Provide a list of Zito’s census blocks, census block groups, counties, ILECs and exchange names where Zito was awarded RDOF support.

Response: Attached hereto as **Exhibit E** is a list of census blocks, counties, ILECs and exchange names where Zito was awarded RDOF support.

Exhibit A

Lifeline Service Program

Zito Media offers a Lifeline Service Program for eligible low income customers with the following discounted service prices: \$71.10 per month for our Ultra HSD Service (100x25 Mbps) or \$15.40 per month for our Digital Voice Service (which includes voicemail, visual voicemail, call waiting, caller id, call forwarding, unlimited local and long distance calling in the United States, Canada, Puerto Rico, the US Virgin Islands, and Guam and excludes other international long distance calling).

This Lifeline Service is a government assistance program and only eligible customers may enroll in the Lifeline Service Program. The discount under the Lifeline Service Program is limited to one per household. Qualifying customers who reside on federally recognized tribal lands may qualify for additional discounts.

You can get one Lifeline Service Program discount (Digital Voice or HSD, but not both) per household, not per person, and a household can get a Lifeline Service Program discount from only one provider. You may not transfer this benefit to another person or household. You may qualify for Lifeline Service Program if your household income at or below 135% of the Federal Poverty Guidelines 66 C.S. Section 3019(f)(4) or if you 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 Service Program or need assistance, please contact Zito's customer service line at 1-800-365-6988 or *contact the PA PUC Bureau of Consumer Services for help with unresolved questions or complaints at 1-800-692-7380 or <https://www.puc.pa.gov/complaints/informal-complaints/>.*

In addition to the monthly charges/fees for the Lifeline Service Program described above, Zito will bill the following monthly charges/fees, if applicable:

- late payment fee of \$7.00 per month if your payment is not received by the due date on the bill.
- re-connection fee of \$20 if you have been disconnected and reconnected within 30 days.
- E911 fee of \$1.65.
- E911 provisioning fee of \$1.00.
- FCC Interstate TRC fee of 1.31% of your Digital Voice Service charge.
- Pennsylvania Gross Receipts Tax of 5.25% of your Digital Voice Service charge.
- Pennsylvania Sales Tax of 6% of your Digital Voice Service charge.
- Universal Service Fund Fee of 7.52% of your Digital Voice Service charge.

Exhibit B



1-800-365-6988



info@zitomedia.com



102 South Main Street
Coopersport, PA 16015

Zito Media is coming to you!

Zito Media is pleased to announce that we will be offering a Lifeline Service Program for eligible low income customers with the following discounted service prices: \$71.10 per month for our Ultra HSD Service (100x25 Mbps) or \$15.40 per month for our Digital Voice Service (which includes voicemail, visual voicemail, call waiting, caller id, call forwarding, unlimited local and long distance calling in the United States, Canada, Puerto Rico, the US Virgin Islands, and Guam and excludes other international long distance calling).

This Lifeline Service Program is a government assistance program and only eligible customers may enroll in the Lifeline Service Program. Qualifying customers who reside on federally recognized tribal lands may qualify for additional discounts.

You can get one Lifeline Service Program discount (Digital Voice or Ultra HSD, but not both) per household, not per person, and a household can get a Lifeline Service Program discount from only one provider. You may not transfer this benefit to another person or household.

You may qualify for Lifeline Service Program if your household income at or below 135% of the Federal Poverty Guidelines 66 C.S. Section 3019(f)(4) or if you 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 Service Program or need assistance, please contact Zito's customer service line at 1-800-365-6988 or *contact the PA PUC Bureau of Consumer Services for help with unresolved questions or complaints at 1-800-692-7380 or <https://www.puc.pa.gov/complaints/informal-complaints/>.*

In addition to the monthly charges/fees for the Lifeline Service Program described above, Zito will bill the following monthly charges/fees, if applicable:

- late payment fee of \$7.00 per month if your payment is not received by the due date on the bill.
- re-connection fee of \$20 if you have been disconnected and reconnected within 30 days.
- E911 fee of \$1.65.
- E911 provisioning fee of \$1.00.
- FCC Interstate TRC fee of 1.31% of your Digital Voice Service charge.
- Pennsylvania Gross Receipts Tax of 5.25% of your Digital Voice Service charge.
- Pennsylvania Sales Tax of 6% of your Digital Voice Service charge.
- Universal Service Fund Fee of 7.52% of your Digital Voice Service charge.

Exhibit B



1-800-365-6988



info@zitomedia.com



102 South Main Street
Coudersport, PA 16915

Zito is headquartered in Coudersport, PA and serves just over 64,000 customers with video, internet and phone service in rural markets in 21 states across the country. Zito Media has a strong customer service focus, and assistance is available 24 hours a day, every day of the year. This letter is meant to introduce you to some of the options for service that come with being a Zito Media customer.

CUSTOMER SUPPORT

If you have an issue or question about your service or your bill, you can contact us anytime at **1-800-365-6988**. We are open 24 hours/day every day of the year. You may also contact Customer support email support@zitomedia.com or text our support number **1-814-200-0728 (between 9 AM – 9 PM EST daily)**. Our US-based customer service support team does not utilize contractors and are trained to troubleshoot and resolve the issues that you may experience quickly and effectively. We will also have technicians available to restore service when issues arise outside of normal business hours.

INVOICE PAYMENT OPTIONS

For your convenience, you may choose to use Zito Media's auto pay system with either a credit card or ACH. If you choose ACH with us, you will receive a monthly discount of \$2 on your Zito service. You may also choose to go paperless and have an email bill sent to you every month.

You will also be able to make one-time payments online on our website at zitomedia.com. Look under the link My Zito and then select Pay Bill to register your account and payment information.

There is also an option to pay through our interactive voice response menu. For your first call, we will need to set up the system with your PIN, but after that payments can be made without speaking with an agent.

Lastly, you can mail your payments to:

Zito Media
PO Box 431
Coudersport, PA 16915

Zito Media is looking forward to building a strong and long-standing relationship with you.

Again, if you have any questions or want to sign up for services please call **1-800-365-6988** or connect with us online at zitomedia.com or [facebook.com/myzitomedia](https://www.facebook.com/myzitomedia).

Sincerely,

Exhibit C

SUBSCRIBER ACKNOWLEDGEMENT OF LIMITATIONS RELATED TO DIGITAL VOICE SERVICE

I acknowledge that the voice-enabled ONU 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 ONU 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 ONU will not provide back-up service and the Digital Voice Service will not be available.

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.

The location and address associated with my Digital Voice Service will be the address identified on the Work Order. I acknowledge that, 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 ONU to an address different than that identified on the Work Order, calls from such ONU 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.

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.

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.

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.

Signature of Subscriber

Exhibit D

SUBSCRIBER DISCLOSURE OF LIMITATIONS RELATED TO DIGITAL VOICE SERVICE

The voice-enabled ONU used to provide the 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 the broadband fiber connection is disrupted or not operating. In the event of a power outage in your home, any battery included in your voice-enabled ONU 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. In the event of a loss of power that disrupts your local ZITO MEDIA cable system, the battery in your voice-enabled ONU will not provide back-up service and the Digital Voice Service will not be available.

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 your home security system or remote medical monitoring service provider. ZITO MEDIA does not guarantee that the Digital Voice Service will operate with your home security and/or medical monitoring systems, and you must contact your home security or medical monitoring provider in order to test your system's operation with the Digital Voice Service. You are responsible for the cost of any such testing or any fees for configuring your home security or medical monitoring system to work with the Digital Voice Service.

The location and address associated with your Digital Voice Service will be the address identified on the Work Order. You are not permitted to move ZITO MEDIA Equipment from the location and address in which it has been installed. Furthermore, if you move your voice-enabled ONU to an address different than that identified on the Work Order, calls from such ONU 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.

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

You will provide ZITO MEDIA and its authorized agents with access to your 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 your existing in-home wiring.

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 you may be required to maintain a separate voice line, not provided by ZITO MEDIA, in order to access such Services.

Exhibit E

Below is the list of census blocks for which Zito Mifflin County, LLC seeks ETC designation. All census blocks listed below are located in Mifflin County, PA (Census Block Group: 420879605002) and the ILEC is Verizon and the exchange name is McVeytown Rate Center (Exchange).

BLOCK ID
420879605002001
420879605002004
420879605002005
420879605002006
420879605002009
420879605002011
420879605002015
420879605002017
420879605002024
420879605002026
420879605002027
420879605002028
420879605002035
420879605002036
420879605002039
420879605002042
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420879605002063
420879605002065
420879605002068
420879605002069
420879605002073
420879605002074
420879605002077
420879605002078

420879605002080
420879605002082
420879605002083
420879605002084
420879605002086
420879605002087

Exhibit F

IMPORTANT INFORMATION ABOUT YOUR ZITO MEDIA SERVICES

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 at 800-365-6988.

(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 ~~plus interest 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 before actual suspension or termination of service, or subject to applicable law, so that service levels and all payments can be verified. If not reported within 30 days before actual suspension or termination of service, or subject to applicable law,~~ 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 subject to applicable law. 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

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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 400GB; for the Ultra Speed Internet product is 750GB

(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 plus interest 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.

