



Service Agreement Terms & Conditions

This Service Agreement ("Agreement") between you the customer ("Customer") and TruLeap Technologies/Filer Mutual Telephone Company ("TruLeap") is entered into effect as of the date of installation. Customer and TruLeap desire to enter into this Agreement for the provision of telephone services, wireless phone services, Internet access services, (collectively "Services") and any associated equipment provided by TruLeap for use of the Services, in exchange for monthly service payments, upon the terms and conditions set forth below. By execution hereof, Customer agrees to the terms and conditions as set forth in this Agreement. TruLeap may change this Agreement by giving Customer 30 days' notice and posting a new or revised Agreement on our website (<http://truleap.net/>). Customer's use or continued use of the Service constitutes agreement to the Agreement and any posted changes. Customer's use of Internet service is also governed by the TruLeap Internet Acceptable Use Policy ("AUP") and other policies as posted on the TruLeap website (here: <http://truleap.net>) and modified from time to time. Customer's telephone service will also be governed by any applicable filed tariffs.

PAYMENT TERMS. TruLeap shall provide to Customer a monthly billing statement setting forth all fees, charges and any associated taxes or government-imposed fees or surcharges due from Customer for the Services ordered by Customer on the services section of this Agreement. Customer shall pay to TruLeap all such fees, charges and taxes or fees by the DUE DATE indicated on Customer's monthly billing statement. If Customer fails to make the required monthly service payments as outlined on their monthly billing statements on or before the DUE DATE set forth therein, Customer will be in breach of this Agreement. Upon any breach for failure to pay, TruLeap may disconnect or suspend any or all of the Services. In addition, Customer shall be responsible for any and all collection costs, including attorneys, arbitrators and expert witness fees. Upon payment in full of all outstanding amounts due and owing, TruLeap may reconnect the Services. A Twenty Dollar (\$20) reconnect fee will be charged to reestablish service. TruLeap will impose a Twenty Dollar (\$20) returned check fee for any returned check.

EARLY TERMINATION. If Customer terminates any Service prior to the expiration of the term set forth in the applicable service order, Customer shall pay an Early Termination Fee as set forth in each applicable service order. The term of service under this agreement is for one (1) year from the date of installation. If Customer cancels prior to the end of the term, an Early Termination Fee will be charged. The Early Termination Fee shall be in the amount of \$10 multiplied by the number of months remaining in the term. Pricing is subject to change with (30) days written notice from TruLeap.



BATTERY POWER FOR HOME PHONE SERVICES: VoIP service, Analog Telephone Adapters (ATA's), cordless phones, home security systems, wireless routers, medical monitoring equipment and other advanced home devices require a customer supplied battery backup to continue operating during a power outage. Landlines on copper fed voice service with a corded telephone will continue to function during a power outage. Landlines on fiber fed voice services with a corded telephone will work during a power outage, with the battery backup that has been provided by TruLeap. The battery backup unit provided by TruLeap will have a standby time of 8-12 hours, with 4 to 6 hours of talk time.

Based upon normal use, any provided battery backup unit will be replaced as needed by TruLeap at no additional cost to the Customer. If the battery is damaged beyond normal use, Customer may need to purchase a replacement battery backup. Battery backup units lasting 24 hours are available for purchase. More information is available by calling TruLeap Customer Service Department at 208-326-4331 or 775-755-2301.

E911: Enhanced 911 service is available with all TruLeap telephone numbers and is registered to Customer's physical address on file with TruLeap, which Customer is obligated to accurately and timely report and update with TruLeap. The use of VoIP equipment at an unregistered location will result in emergency services receiving incorrect location information in the event of an emergency.

WARRANTY DISCLAIMERS: This Agreement is not a guarantee of the Service, as service may not be available in all areas, at all times. The Services and devices are provided on an "as is, as available" basis. Service performance may be affected by a number of factors outside our control, including: the particular websites Customer accesses; capacity in the voice or data networks beyond TruLeap's network; Customer's handset or other devices connected to Internet Service; and in the case of wireless the weather and blocking objects such as buildings or vegetation. **TruLeap disclaims any and all warranties** with regard to the Services (whether express or implied) or devices, including without limitation: **any implied warranties of merchantability, fitness for a particular purpose, infringement or title**; any warranty of the accuracy, completeness or validity of the data or information communicated through the Services; and any warranty of the continuous availability of the Services, or that the Services will be uninterrupted or error free.

LIMITATION OF LIABILITY: Under no circumstances and under no legal theory (whether tort, contract or otherwise) shall TruLeap be liable for any indirect, special, incidental or consequential damages whatsoever (including, without limitation, damages for business interruption, loss of profits, goodwill or information) arising out of or relating to TruLeap's Services (including, without limitation, use or inability to use the Services), even if TruLeap has been advised of the possibility of such damages. Without limiting the foregoing, under no circumstances shall TruLeap's cumulative liability to Customer exceed the service charges paid by customer to TruLeap for the Services during the six (6) months immediately preceding the event for which liability is claimed.

CHOICE OF LAW AND DISPUTE RESOLUTION: The application and interpretation of this Agreement shall be in accordance with the Laws of the State of Idaho and any applicable Federal law. Venue and jurisdiction for any court proceeding or arbitration related to this Agreement shall be Twin Falls County, Idaho or the U.S. District Court for Idaho.



INDEMNIFICATION: You agree to indemnify, defend, and hold harmless TruLeap, its subsidiaries, agents, distributors, service providers and affiliates, and their respective officers, directors, shareholders and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement or any warranty you provide herein, or otherwise arising in any way out of your use of this Service. TruLeap reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with TruLeap in asserting any available defenses.

CONSEQUENCES OF UNAUTHORIZED USE: Without limiting any other available right or remedy, TruLeap reserves the right to, and you agree that TruLeap shall have the right, to: (i) take such actions as it deems, in its sole discretion, to be appropriate to protect against violations of this Agreement or abuse of this Service and to otherwise protect its interests (e.g., removing offending material, temporary or permanent filtering, blocking access, and suspending or terminating service), and (ii) investigate immediately and involve and cooperate with appropriate authorities regarding any illegal or unauthorized activities involving this Service. You agree that you will be liable to TruLeap for any damages incurred or amounts that are required to be paid by TruLeap that arise out of or are related to your violation of this Agreement, including, without limitation, damages paid to third parties, cost of repairs or replacements, and reasonable attorneys' fees and costs of enforcement.

SUSPENSION OR TERMINATION OF SERVICE

TruLeap may immediately suspend or terminate a Customer's Services upon any breach of any of this Agreement or other Company policies by Customer. Customer will remain responsible for any unpaid monthly charges or applicable early termination fees.