

Service Electric Cable TV and Communications, INC  
Digital Phone Service Agreement

This is an agreement between you, the Customer and Service Electric Cable TV and Communications, Inc. (SECTV) for digital phone services and any related services or devices used in connection with the services. Use of the services indicates that you accept the rates, terms, conditions and policies contained herein and set forth on the Digital Phone information posted on the SECTV website located at [www.sectv.com](http://www.sectv.com) .

WE ENCOURAGE YOU TO READ THE ENTIRE AGREEMENT AND TO CHECK OUR WEBSITE AT [WWW.SECTV.COM](http://WWW.SECTV.COM) PERIODICALLY FOR ANY CHANGES OR UPDATES.

1. Customer agrees to abide by the terms, conditions, and policies contained herein.
2. Customer acknowledges that the services may not be compatible with all security systems, medical monitoring systems, telephone systems, certain dial-up modems, rotary dial phone handsets, private branch exchange equipment, caller ID units, answering machines and fax machines. In the event SECTV installs and configures the services to operate with customer's security or medical monitoring systems, customer acknowledges that it must contact the provider(s) in order to test the compatibility of the services. BY ACCEPTING THIS AGREEMENT, CUSTOMER WAIVES ALL CLAIMS AGAINST SECTV FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE SECTV EQUIPMENT AND THE SERVICES AND ANY OTHER SERVICE, SYSTEMS OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION OR INCOMPATIBILITY, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THEIR SERVICES.
3. Customer expressly agrees not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal calling patterns. If SECTV determines, in its sole discretion, that the Services are being used for any of the aforementioned activities or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business use, SECTV reserves the right to terminate the Services immediately and without notice or to assess additional charges for each month in which excessive usage occurred.
4. The Services are being provisioned by means of a wholesale contract between SECTV and Service Electric Telephone. As a result, SECTV may be required to disclose certain information regarding Customer to Service Electric Telephone. Customer consents to the disclosure of such information to Service Electric Telephone. Customer acknowledges, however, that SECTV, and not Service Electric Telephone, is Customer's provider of Digital Phone Services and that any and all account questions or inquires will be directed to SECTV.
5. Customer will not resell or redistribute the services, or any portion thereof, or otherwise charge others to use the services, or any portion thereof.
6. Customer authorizes SECTV to enter the premises to make any preparations to take any actions necessary for the installation, maintenance, inspection or removal of equipment, including periodic access to the SECTV equipment during the term of this agreement and

after its termination. Any equipment provided shall be considered SECTV equipment and shall remain the sole and exclusive property of SECTV; upon termination of services to the customer, customer's must return SECTV equipment, by any method reasonable within 10 days of termination. Customer will not service, open, relocate, alter, misuse or tamper the SECTV equipment. If SECTV equipment is damaged, destroyed, lost or stolen while in Customer's possession, customer shall be liable for the cost of repair or replacement of the equipment. SECTV shall have no obligation to install, support, maintain, repair or replace any equipment that is not SECTV equipment, including any computer, computer modem, phone handset, inside phone wiring and outlets, and electrical power outlets.

7. If customer is not the owner of the premises upon which the SECTV equipment is to be installed, customer warrants that he/she has obtained the consent of the owner of the premises for the purposes described in the previous section. Customer agrees to indemnify and hold SECTV harmless from and against any claims of the owner of the premises arising out performance of this agreement.
8. Switching to SECTV from another provider: If switching to the services from another service provider, customer may transfer existing phone number(s) to SECTV services, provided that:
  - a. Customer requests the phone number transfer when placing the order for SECTV services.
  - b. Customer agrees not to contact the other phone service provider during the transfer period (which may take up to 30 days) in order to allow SECTV the time to complete the phone number transfer. Contacting the other service provider can act to delay the phone number transfer.
  - c. Customer's current service provider releases the existing phone number, at SECTV's request, without delay or charge.
  - d. Transfer of customer's existing phone to SECTV's services would not, in SECTV's view, violate applicable law or SECTV's procedures.
9. Switching from SECTV to another provider: To transfer a phone number from SECTV to another service provider, the customer must place a transfer order through your new service provider (and not through SECTV), and the existing telephone number and the telephone service must remain active. SECTV will honor such a request provided that:
  - a. Customer's new service provider requests the transfer of numbers for local number portability (LNP), of active existing telephone(s) to be ported, prior to the termination of service. (A disconnected number cannot be ported.)
  - b. The new service provider is willing to accept transfer without delay or charge.
  - c. Transfer of customer's existing phone number to the new service provider will not, in SECTV's view, violate applicable law or SECTV's procedures.
10. Customer hereby certifies that he or she is 18 years of age or older.
11. To receive services offered and provided under this agreement, any and all of customer's accounts with SECTV must be paid to current. Customer understands and acknowledges that the non-payment of charges associated with customer's cable television service, cable modem service, and/or the phone services may result in disconnection of all services with notice as required by applicable law.
12. Charges:

- a. Customer agrees to pay all charges associated with the services. These charges may include but are not limited to installation charges, monthly service charges, charges for the use of SECTV equipment, charges for service calls, and other charges.
- b. Customer agrees to pay any and all applicable federal, state, and local taxes (however designated) levied upon SECTV and its affiliates in connection with the sale, installation, use and provision of the services.
- c. SECTV reserves the right to invoice customer for any fees or payment obligations in connection with the services imposed on SECTV and its agents or affiliates by order, rule or regulation of a regulatory body or a court of competent jurisdiction. SECTV also reserves the right to invoice customer to recover amounts that SECTV, its affiliates and agents are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including but not limited to universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees and the like.
- d. SECTV may change the fees and charges for the services from time to time at SECTV's discretion; specifically, SECTV may decrease fees and charges with or without advanced notice and may increase the fees and charges for the services by notice. Taxes and other governmental-related fees and surcharges maybe changed with or without notice. Customer will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.
- e. Third Party Charges: The services may allow customer to access "dial-up" Internet service providers, other enhances service providers such as 800, 888, 900, and 877 numbers and other third-party providers. Customer acknowledges that he or she may incur charges with such providers that are separate and apart from the amount charged by SECTV. Customer agrees that all such charges, including all applicable taxes, shall be the sole responsibility of the customer. Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

1. "Direct dial" is a telecommunications term for a network provided service in which a call originator may, WITHOUT operator assistance, call any other user.

An OPERATOR ASSISTED CALL is one in which the calling party places a telephone call which requires an operator to provide some form of assistance in completing the call. OPERATOR ASSISTED CALLS are more expensive than direct dial calls.

OPERATOR ASSISTED CALLS may include the following telephone services:

1. Collect: the calling party wants to place a call at the called party's expense.
2. Third Party Calls: Calls can be billed to the party other than the calling and called party.
3. Person-to-Person: method of placing a telephone call in which the calling party wants to speak to a specific person and not simply to anyone who answers. The caller is not charged for the call unless the requested party can be reached.
4. Station-to-Station: method of placing a telephone call where the calling party agrees to talk to whoever answers the telephone.

Other OPERATED ASSISTED CALLS may include calls billed to a credit card and certain international calls in which cannot be dialed directly.

**PLEASE REMEMBER:** When an OPERATOR helps you place your call it is an operator assisted call and fees will apply.

Dial 411 and get ANY number ANYWHERE in America and get connected.

Now you can use 411 for all your directory assistance needs. 411 is the quick and easy way to get:

- i. Local Listings
- ii. National Listings
- iii. Canadian Listings
- iv. 800 Numbers

Dialing 411 offers considerable savings from using 555-1212. 411 is now the only number you need to know when you need to know a number. No hassles. No hang-ups. No fussing with area codes. Just dial 411 for any number in the United States or Canada.

**CHARGES:**

- v. \$0.75 for Local
- vi. \*1.00 for National
- vii. Toll charges may apply to calls connected outside your service area. Even if you dialed the number directly, know your free calling area to avoid charges.
- viii. Local completion may not be available in all areas.
- ix. Toll charges will apply to optional call connect at 18-cents-per-minute.
- x. Local call connect is unavailable to 610, 215, 484, and 267

**NOTE:**

If a customer requests a number from 411 and the number is non-published or not found, the customer will be told non-published or not found and charged for this inquiry. We will not give credit for these calls.

- f. **Billing:** SECTV generally bills for current month charges, equipment charges, and other recurring fees. Customer will be billed for installation and other one-time charges, measured and per-call charges, and for all other charges, according to SECTV's billing policies. Customer's invoice may also contain charges for other services provided by SECTV or its subsidiaries or affiliates. Partial payments on any invoice will be applied to the outstanding charges in the amounts and proportions that SECTV determines. Acceptance of a partial payment does not waive SECTV's rights to subsequently collect the full balance owed.
- g. **Late or Non-Payments:** Customer agrees to pay SECTV for all fees and charges for services, including any late fees and related fees, charges, and assessments due to late payments or non-payments. Customer may be assessed such fees, charges and assessments if for any reason SECTV does not receive from customer any required payment for the services by the date on which the payment is due for the services, or if SECTV provides more than one product or service and customer pays less than the full amount due for any or all of them. In such circumstances, SECTV may also disconnect any or all of the SECTV and SECTV- affiliated services and products. To the extent authorized by applicable law, SECTV also may prevent the customer from reconnecting service or transferring the telephone number to another service provider until all past due amounts are paid.

- h. Subject to applicable law, customer must notify SECTV of any billing errors or other requests for refund within 60 days of the date on the bill.
  - i. If customer desires to resume the services after a suspension of the services, SECTV may require customer to pay a restoration or reconnection fee, as applicable. If the customer desires to reinstate the services after disconnection of the services, SECTV may require customer to pay a new installation fee and/or service activation fee, as applicable. SECTV's late fee practices may be revised from time to time to comply with applicable state or local laws, rules or regulations.
- 13. The services shall not be used for any unlawful purpose or for any use as to which customer or user has not obtained all required governmental consents, approvals, authorizations, licenses and permits. SECTV reserves the right to act immediately and without notice to terminate or suspend the services and/or to remove from the services any information transmitted by or to customer or users (e.g. voicemail), if SECTV determines that such use or information does not conform with the requirements set forth in this agreement, determines that such use or information interferes with SECTV's ability to provide the services to the customers or others, reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. SECTV's action or inaction under this section shall not constitute review or approval of Customer's or any other users use or information.
- 14. Limitations of 911/E911
  - a. The services include 911/E911 functions that may differ from 911 or E911 function furnished by other service providers. As such, it may have certain limitations. **CAREFULLY READ THE INFORMATION BELOW. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT SECTV.**
  - b. In order for 911/E911 calls to be properly directed to emergency services, SECTV must have customer's correct service address. If customer moves the services to a different address without SECTV's approval, 911/E911 calls may be directed to the wrong address, and/or the services may fail altogether. Therefore, customer must call SECTV before moving the services to a new address. SECTV will need several business days to update the service address in the E911 system to enable 911/E911 calls to be routed properly. All changes in service address require SECTV's prior approval.
  - c. The services require electrical power in at customer's property. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not complete if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
  - d. Liability: **CUSTOMER ACKNOWLEDGES AND AGREES THAT SECTV WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND,**

INDEMNIFY, AND HOLD HARMLESS SECTV AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMES, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

15. Customer understands and acknowledges that the customer will not be able to use the services, including 911/E911, under certain circumstances, including but not limited to the following: if SECTV's network or facilities are not operating or if normal electrical power to the MTA is interrupted and the MTA does not have a functioning battery backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed.
16. Customer acknowledges that the services may not have an independent power source. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or SECTV's cable network or facilities are not working, the services, including the ability to access emergency 911 services, will not be available.
17. Customer Privacy.
  - a. Customer's privacy interests, including customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Customer Privacy Notice delivered to customer by SECTV which is incorporated herein by reference. Subscribers acknowledge receipt of the Customer Privacy Notice.
  - b. SECTV may collect information of the type described in the Customer Privacy Notice (some of which may be deemed personally identifiable information as the term is used in the Communications Act) relating to the Customer that SECTV may use to market additional services to customer. SECTV may also disclose such information to its agent, Service Electric Telephone, as necessary for the provisioning of services.
  - c. In addition to the actions and disclosures specifically authorized by law or statute or authorized elsewhere in this agreement, SECTV shall have the right ( except where prohibited by law notwithstanding customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer consents to such actions or disclosures.
18. This agreement shall commence on the first date that services are provided hereunder and shall continue thereafter until terminated by customer or SECTV as set forth in this section. Customer can terminate this agreement for any reason by providing notice of termination to SECTV. SECTV may suspend service or terminate this agreement for any reason. If SECTV suspends service or terminates this agreement because customer fails to comply in full with any term of the agreement, SECTV will give customer 7 days notice, unless the agreement expressly permits suspension or termination without notice or on less than seven days notice. SECTV will provide at least 30 days notice for suspension or termination for any other reason. Regardless of the party terminating the

agreement, all applicable fees and charges will accrue until the date of termination, but SECTV will refund all prepaid monthly service fees charged for services after the termination date (less any outstanding amounts due SECTV for the services, equipment or other applicable fees and charges).

19. Nothing herein shall be construed to limit SECTV's rights and remedies available by law or in equity. SECTV and its suppliers reserve the right both during the term of this agreement and upon its termination to delete customer's voicemail, call detail, data, files, or other customer information that is stored on SECTV's or its suppliers' servers or systems. Customer understands and acknowledges that SECTV shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files or other customer information.
20. The SECTV equipment and the services are provided "as is" without warranty of any kind, either expressed or implied. Neither SECTV nor its associated parties warrant SECTV equipment or the services will meet your requirements, provide uninterrupted use, or operate as required, without delay, or without error. Neither SECTV nor its associated parties warrant that any communications will be transmitted in uncorrupted form. All representations of any kind, expressed, or implied, including but not limited to any warranties of performance, non-infringement, fitness for a particular purpose or merchantability are hereby excluded.
21. Except as specifically provided in this agreement, SECTV and its associated parties shall not under any circumstance or under any legal theory (including but not limited to tort or contract) have any liability to the customer or to any other person or entity for any direct, indirect, incidental, special, punitive, exemplary, or consequential losses or damages (including but not limited to loss of profits, loss of earnings, loss of business opportunities, personal injuries, or death) that result directly or indirectly from customer's reliance on or use of the SECTV equipment or the services, or the installation, maintenance, failure, removal or use of the services. This limitation shall apply where SECTV makes available an option to list customer's name, address, and/or telephone number in a published directory or directory assistance database.
22. Customer understands and acknowledges that the services may be subject to regulatory or tax treatment that differs from the regulatory or tax treatment applicable to traditional telephone service. This different treatment may limit or otherwise affect your rights of redress before federal or state regulatory or tax agencies.
23. All representations, warranties, indemnifications, and limitations of liability contained in this agreement shall survive the termination of the agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if by their terms they would be expected to survive termination.
24. This agreement, which is incorporated herein by reference, constitute the entire agreement and understanding of the parties with respect to the subject matter of this agreement, and they supersede and replace any and all prior written or verbal agreements. If any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. SECTV's failure to insist upon or enforce strict performance of the provision of this agreement shall not be construed as a waiver of any provision or right.

Neither the course of conduct nor trade practice shall act to modify any provision of this agreement.

25. Unless this agreement specifies otherwise, SECTV will give customer 30 days notice of any modification of this agreement. SECTV may, at its sole discretion, change, add to, or remove portions of the services (including but not limited to features and equipment requirements) at any time without notice. If customer continues to use the services after any modification of the agreement or the services, customer shall be deemed to have accepted the modification. Customer must immediately stop using the services and notify SECTV that it is terminating this agreement. Customer then will be entitled to a refund of any unused portion of any recurring monthly service fee for the services that have been paid by customer in advance (less any outstanding amounts due SECTV and/or its affiliates for equipment or other applicable fees and charges).
26. Notices to SECTV. Any notice to SECTV hereunder can be sent to your local office mailing address:

Service Electric Cable TV and Communications, Inc  
2260 Ave A  
LVIP #1  
Bethlehem PA 18017  
[www.sectv.com](http://www.sectv.com)  
1-800-232-9100 (PA)  
1-800-225-9102 (NJ)  
610-865-9100