

## ChoiceTel, LLC. Customer Terms of Use

- 1. General:** Customer understands that services provided hereunder may be governed by certain Federal, state and local regulatory authorities and by certain terms and conditions of service contained in any applicable CHOICETEL LLC. Internet Telephone Customer Agreement on file with such authorities. In the event of any conflict between the terms and conditions set forth herein and those provided under any government regulations or CHOICETEL LLC. Internet Telephone Customer Agreement, in all instances, the terms and conditions set forth in the regulations or CHOICETEL LLC. Internet Telephone Customer Agreement shall prevail.
- 2. Credit Check:** CHOICETEL LLC. reserves the right to verify credit as a condition of provisioning video, telephony or Internet services. Credit card verification and validation are required for all prospective CHOICETEL LLC. Internet Service customers.
- 3. Payment of Charges:** Customer will be billed monthly for services to be received, plus pro-rata charges, if any, for periods not previously billed. Customer will be billed monthly for Pay-Per-View or other services ordered where charges are based on actual usage or on orders placed during the previous month. Customer must pay all undisputed monthly charges as itemized on the CHOICETEL LLC. monthly invoice and/or notify CHOICETEL LLC. of disputed times within thirty (30) days of receipt or such other amount of time as is prescribed by law. Failure to pay charges invoiced may result in discontinuance of service, the removal of all equipment and in the imposition of a late payment or service charge. An additional charge may be imposed if a check is not honored due to insufficient funds. In the event collection activities are required, an additional collection charge may be imposed. CHOICETEL LLC. shall furnish to Customer upon request, a list of its rates and charges. Subject to applicable law, CHOICETEL LLC. shall issue a credit or refund for any billing error that is brought to its attention by Customer within sixty (60) days of bill. The issuance of a credit or refund, if any, for errors brought to CHOICETEL LLC.'s attention beyond sixty (60) days will be at CHOICETEL LLC.'s sole discretion, or as otherwise required by applicable law.
- 4. Special Construction:** If Customer requests a change in location of all or part of the Service prior to the completion of construction or installation, Customer agrees to pay CHOICETEL LLC. all reasonable additional cost incurred from Customer change in location.
- 5. CHOICETEL LLC. Property:** All equipment, including but not limited to, cables, wires, amplifiers and remotes delivered to and/or installed in the Customer's home by CHOICETEL LLC. ("Equipment") remains the property of CHOICETEL LLC. Customer must return all Equipment immediately upon termination of service. Failure to do so will result in a charge to be determined

with reference to CHOICETEL LLC.'s then current schedule of charges, which amount shall be due immediately. Customer agrees to pay such charges whether the Equipment is lost (through theft or otherwise) or destroyed, and in the case of a converter, the potential cost to CHOICETEL LLC. of misuse of the converter(s) upon Customer's loss of control over it. Any collateral form of payment Customer provides to CHOICETEL LLC. will be used to cover any and all equipment charges.

6. **Disruption of Service:** In no event shall CHOICETEL LLC. be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstances beyond CHOICETEL LLC.'s reasonable control. Subject to applicable law, credit will be given for qualifying outages. CHOICETEL LLC. shall not be liable for any direct, indirect, consequential, incidental, special, exemplary or punitive damages from whatever cause.
7. **Repair of CHOICETEL LLC. Equipment:** CHOICETEL LLC. will respond to all requests for system repair and will repair and/or replace defective Equipment in Customer's home. CHOICETEL LLC. is not responsible for the maintenance or repair of Customer provided equipment. A service charge may be imposed if damage to CHOICETEL LLC. Equipment is due to negligent use or abuse or if not fault is discovered in CHOICETEL LLC.'s system or Equipment. CHOICETEL LLC. makes no warranties with respect to Equipment or service provided by CHOICETEL LLC. and disclaims any and all implied warranties, including warranties of merchantability or fitness for a particular purpose or use. All Equipment installed by CHOICETEL LLC. shall at all times remain the property of CHOICETEL LLC. Customer agrees not to tamper with same and to return CHOICETEL LLC.'s property upon termination of Service. In order to ensure compliance with applicable laws and performance standards, Customer agrees that equipment installed by CHOICETEL LLC. shall not be serviced by anyone other than CHOICETEL LLC.'s employees or agents. Customer shall not connect or attain directly or indirectly, any additional television set(s) or any other electrical, mechanical or other devices to any such equipment without the prior written approval of CHOICETEL LLC. Should any device or any facility purchased by Customer not comply with the technical specifications established by the Federal Communications Commission, including but not limited to those relating to signal leakage, CHOICETEL LLC. reserves the right to discontinue service until such non-compliance is cured by Customer.
8. **No Warranty:** Neither party shall be liable for any delay or failure of performance or Equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, action or request of a Federal, state or local governmental authority or of any civil or military authority; national emergencies; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties.

9. **Customer Property:** CHOICETEL LLC. assumes no responsibility for the condition or repair of any Customer provided equipment. Customer is responsible for the repair and maintenance of Customer provided equipment, CHOICETEL LLC. is not responsible or liable for any loss or impairment of reception of CHOICETEL LLC.'s service due in whole or in part to a malfunction or defect in Customer provided equipment.
10. **Taxes:** Customer agrees to pay all Federal, state and local taxes, including but not limited to, all sales and excise taxes, imposed or levied on or with respect to service, equipment, installation or placement charges incurred with respect to the same.
11. **Reproduction or Programs:** Customers agrees that the programs provided by CHOICETEL LLC. will be utilized solely for Customer's personal, non-commercial use and will not be duplicated except as may be permitted by applicable law.
12. **Care of CHOICETEL LLC. property:** Customer agrees that neither Customer nor any other person (except CHOICETEL LLC.'s authorized personnel) will open, tamper with, service, make any alterations to, or remove any Equipment from its point of initial installation. Any alteration, tampering, removal or the use of Equipment which causes the receipt of services without authorization constitutes theft of service and is prohibited.
13. **Access to Customer Premises:** Customer warrants that Customer is the owner of, or a tenant in, the service address indicated on the face side hereof and has authority to enter into this Agreement. Customer agrees to indemnify and hold CHOICETEL LLC. harmless from any and all claims resulting from a breach of this warranty. Customer agrees to provide CHOICETEL LLC.'s representatives with access at reasonable times to Customer's premises to inspect and maintain the Equipment supplied by CHOICETEL LLC. and, upon the termination of service, to remove the same from the premises. CHOICETEL LLC.'s failure to remove its property shall not be deemed an abandonment thereof, except as provided by law.
14. **Assignment or Transfer:** This Agreement and the Equipment supplied by CHOICETEL LLC. are not assignable or otherwise transferable by Customer. Customer shall notify CHOICETEL LLC. of any change of occupancy or ownership of the premises immediately upon such transfer of ownership or tenancy.
15. **Termination of Service:** This Agreement and the Service provided hereunder may be terminated (a) by CHOICETEL LLC. at any time without prior notice (i) if the Customer fails to comply in full with all the terms herein; or (ii) if CHOICETEL LLC. loses the right or ability to use public rights-of-way necessary to serve Customer, or (b) by Customer, at any time, upon notice to CHOICETEL

LLC., provided all CHOICETEL LLC. Equipment (including all converters and remote control units) are made available by Customer for removal by CHOICETEL LLC. or are returned immediately to CHOICETEL LLC. by Customer. All Equipment must be returned immediately and outlets disconnected to avoid additional or continuing charges. In the event of termination by CHOICETEL LLC., any restoration of service shall be solely at CHOICETEL LLC.'s discretion and on such terms as CHOICETEL LLC. shall determine are necessary to resume service on a commercially reasonable basis.

16. **Breach of Agreement:** If Customer breaches this Agreement or fails to abide by CHOICETEL LLC.'s rates, rules and regulations, CHOICETEL LLC., at its option, may discontinue the Service and remove the Equipment. Customer shall pay reasonable collection and/or attorney's fees to CHOICETEL LLC. in the event that CHOICETEL LLC. shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
17. **Programming:** All programming, program services, program packages, number of channels, channel allocations and broadcast channels are subject to change in accordance with applicable law. Customer acknowledges and agrees that CHOICETEL LLC. has the right at any time to preempt, without prior notice, specific programs or services advertised as available to Customer and to determine what substitute programming, if any, shall be made available. CHOICETEL LLC. may, at its discretion, make additions, deletions or modifications to its current program line-up without liability to Customer. CHOICETEL LLC. shall not be liable for failure to deliver any programming except to the extent provided in paragraph 3 hereof.
18. **Rates:** Rates for the installation of service or Equipment and rates for programming or other services are subject to change in accordance with applicable law.
19. **Program Disclaimer:** CHOICETEL LLC. assumes no liability for any program or information distributed over the internet unless locally produced by CHOICETEL LLC. CHOICETEL LLC. shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the internet, unless such products, merchandise or prizes are provided directly by CHOICETEL LLC.
20. **Internet Online Agreement:** The Customer agrees to adhere to the terms and conditions of any applicable CHOICETEL LLC. Terms of Use and the CHOICETEL LLC. Acceptable Use Policy. Certain of these documents can be found on the CHOICETEL LLC. home page (<http://www.ChoiceTelOnline.com>) . By signing the Internet Telephone Customer Agreement and by Customer's first use of CHOICETEL LLC.'s Internet Service and or Telephone Service, Customer is deemed to have read and agreed to be bound by these documents.

21. **National Internet Access Number:** CHOICETEL LLC. will not be responsible for any telephone charges incurred while using the Internet. Customers are responsible for verifying that their access number is a local telephone call.
22. **VoIP 911 Dialing:** Under certain circumstances, CHOICETEL LLC.'s Voice-Over-Internet-Protocol ("VoIP) service (where available) will not support Traditional 911 or Enhanced 911 (E911) dialing access to emergency services. The address associated with an E911 call on CHOICETEL LLC.'s VoIP service is specific to Customer's original service location only. Movement of the VoIP equipment from the original service location to a new service location may result in a mistaken identification of the E911 call as having come from the original service location. Furthermore, 911 dialing on CHOICETEL LLC.'s VoIP service will not function in the event of a power failure or improper network connection and/or function. Customer understands and acknowledges that CHOICETEL LLC., its affiliates, subsidiaries, parent companies and network service providers, will have no liability whatsoever with respect to 911 dialing on CHOICETEL LLC.'s VoIP service.
23. **Entire Agreement:** This Service Order, together with the terms and conditions contained herein, constitute the entire agreement between the Customer and CHOICETEL LLC. No undertaking, representation or warranty made by any agent or representative of CHOICETEL LLC. in connection with the sale, installation, maintenance or removal of CHOICETEL LLC.'s services shall be binding on CHOICETEL LLC. except as expressly included herein. CHOICETEL LLC. may amend this Agreement on thirty (30) days prior notice to Customer. Customer's election to continue receiving the Service thereafter shall be deemed to constitute Customer's acceptance of such amendment.
24. **Customer Privacy Notice:** As a Customer of cable services, you are entitled under Federal law to know the following:
  1. In order that we may provide reliable, quality service to you, and to make sure that you are being billed for the services you receive, we keep regular business records relating to you as a Customer. These records contain personally identifiable information which may include your name, spouse's name, address, phone number, identification numbers (such as driver's license and/or social security number), credit card information as required for payment for services, records relating to deposits (if any), cable service and installation agreements, work orders, billing and payment information, service options you have chosen, the number of television sets in your household connected to our service, and records relating to service repairs, maintenance and complaints at your address. Such information is collected and used for billing and collection purposes, programming, marketing and other cable-related aspects of provided, auditing and maintaining your service, and to keep legal, financial, accounting, tax, property and other records as may be required by

CHOICETEL LLC.'s cable television franchise or authorization.

2. Except as otherwise noted, all personally identifiable information is used only for the normal business purposes associated with offering and rendering cable service to you. It is accessible as often as needed (which could be on a daily basis) to cable system employees, contractors, building owners or their agents, and installation and sales agents, to install, market, sell, provide and audit cable service and to measure viewership and Customer satisfaction; businesses which provided services to us (such as our accountants, attorneys and billing and collection services); potential purchases in connection with system sale; tax professionals and bookkeepers to compile records and file reports; outside auditors to verify records; program guide providers; where applicable, programming services for marketing and audit purposes; and representatives of local authorities to demonstrate compliance as may be appropriate, subject to applicable law. We may also electronically test the system from time to time to determine whether you are being properly billed for the cable service you are receiving. The frequency of disclosure varies according to business needs.
3. We will maintain information about you as long as we provide service to you and for a reasonable time thereafter in order to comply with applicable laws and for related business activities, such as follow-up billing, tax and accounting purposes. The personally identifiable information will be destroyed when it is no longer needed for the cable-related activities for which it was collected.
4. We will consider the information we keep to be confidential, and may under Federal law disclose it to a third party only if (i) you consent in advance in writing such as through this disclosure or electronically; (ii) disclosure is necessary to render cable service or other services we provide to you and related business activities (as described in paragraph b. above); (iii) disclosure is required pursuant to a court order and you are first notified of and have an opportunity to contest that order.
5. From time to time, we may also disclose your name and address for mailing lists and other purposes if we have given you prior opportunity to prohibit or limit such disclosure and you have not done so. We will not disclose the extent of your viewing or use of a particular service or the nature of any transaction you make over the cable system, but we may disclose that you are among those who subscribe to a particular service. If you wish to remove your name from such lists or limit the use of your name at any time, please provide written notice to us at the address listed on the face side hereof.

6. You have the right to inspect and request correction of any error in our records that contain information about you, and to enforce your rights by a civil action under Federal law, in addition to other remedies that may be available to you. If you wish to inspect your records, please contact us by mail or telephone, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment during regular business hours.

NOTICE: IT IS UNLAWFUL TO ALTER OR TAMPER WITH ANY DEVICE BELONGING TO CHOICETEL LLC. IN ORDER TO RECEIVE, INTERCEPT OR ASSIST IN RECEIVING OR INTERCEPTING, ANY COMMUNICATION SERVICE OFFERED OVER THE CHOICETEL LLC. NETWORK SYSTEM UNLESS SPECIFICALLY AUTHORIZED TO DO SO BY LAW OR A CHOICETEL LLC. REPRESENTATIVE. VIOLATORS ARE SUBJECT TO FINES AND/OR IMPRISONMENT.