USA COMMUNICATIONS TELEPHONY SUBSCRIBER AGREEMENT

Customer Name: ___________________________ Acct#: ___________________________
Address: __________________________________ Phone#: ___________________________
Service: Telephony Services

Customer Signature: ___________________________ Date: ____________________________

By signing above, I acknowledge receipt of the above SERVICE and that I have read, understand and agree to abide by all terms and conditions of this TELEPHONY SUBSCRIBER AGREEMENT.

Technician Signature: ___________________________

PLEASE READ THIS AGREEMENT FOR MORE DETAILED INFORMATION.

USA COMMUNICATIONS reserves the right to change its terms and conditions of Service under this Addendum from time to time as it deems necessary. If you find any amendments to USA COMMUNICATIONS’ terms and conditions unacceptable, you may cancel your Service, subject to any early termination fees, if any, that may be applicable. Your continued receipt of Service shall be your acceptance of these terms and conditions and any amendments thereto. Except to the extent inconsistent with the below terms, all definitions, terms and conditions of the USA COMMUNICATIONS Cable Television and Internet Services - Subscriber Agreement (the “Agreement”) are incorporated as if set forth in full herein.

Residential Use of Service and Device. If you have subscribed to USA COMMUNICATIONS’ residential services, the Service and any device are provided to you as a residential user, for your personal, residential, non-commercial and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit, including but not limited to home office, business, sales, tele-commuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service or device to any other person for any purpose, without express written permission from USA COMMUNICATIONS in advance. You hereby consent to such forwarding.

Business Use of Service and Device - Prohibition on Resale. If you have subscribed to USA COMMUNICATIONS’ business services, the Service and any device are provided to you as a business user. This means that you are not to resell or transfer the service or device to any other person for any purpose, without express written permission from USA COMMUNICATIONS in advance. You agree that the USA COMMUNICATIONS business plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. USA COMMUNICATIONS reserves the right to immediately terminate or modify the Service, if USA COMMUNICATIONS determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities.

Prohibited Uses. You agree to use the Service and device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in USA COMMUNICATIONS’ sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. USA COMMUNICATIONS reserves the right to terminate your service immediately and without advance notice if USA COMMUNICATIONS, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month’s charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which amounts will become due and payable and may at USA COMMUNICATIONS' discretion be immediately charged to your credit card. You are liable for any and all use of the Service and/or device by yourself and by any person making use of the Service or device provided to you and agree to indemnify and hold harmless USA COMMUNICATIONS against any and all liability for any such use. If USA COMMUNICATIONS, in its sole discretion believes that you have violated the above restrictions, USA COMMUNICATIONS may forward the objectionable material, as well as your communications with USA COMMUNICATIONS and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

Use of Service and Device by Customers Outside the United States. USA COMMUNICATIONS does not presently authorize the use of the Service outside of the United States. USA COMMUNICATIONS makes no warranty express or implied regarding the performance of function of the device if you attempt to use the service outside of the United States.

EMERGENCY SERVICES (911 CALLS). You acknowledge and understand that the USA COMMUNICATIONS Service does NOT support traditional 911 or Enhanced 911 (E911) access to emergency services. You further acknowledge and understand that neither USA COMMUNICATIONS nor its underlying third party providers have any duty to offer emergency services or access to 911. Customer agrees and understands that USA COMMUNICATIONS does NOT hold itself responsible for any and all use of the Service and device by any person making use of the Service or device provided to you, including any and all use of the Service and device by any other person for any purpose, without express written permission from USA COMMUNICATIONS in advance.
out as providing emergency 911 service as a replacement to the traditional local wireline 911 services offered over the public switched telecommunications network and wireless 911 services in your local service area.

USA COMMUNICATIONS’ limited 911-type service is available only on USA COMMUNICATIONS devices and with USA COMMUNICATIONS Services as described herein. You acknowledge and understand that USA COMMUNICATIONS’ 911-type dialing requires you to take affirmative steps to activate and properly install the USA COMMUNICATIONS device and to ensure that the information you provide to USA COMMUNICATIONS Service and is available once you properly connect your USA COMMUNICATIONS device and receive a dial-tone. USA COMMUNICATIONS’ limited 911-type dialing service is only available within USA COMMUNICATIONS’ service areas. You acknowledge and understand that neither USA COMMUNICATIONS nor its third party service providers shall have any responsibility to or liability for provision of the Service and 911-type access if the device is moved to outside of your Service Address. Additionally, even if you do not move your device, USA COMMUNICATIONS cannot guarantee the reliability of the 911-type dialing features offered with your Service. When you dial 9-1-1 using your USA COMMUNICATIONS approved device and Service, your call is generally routed from the USA COMMUNICATIONS network to third party providers who route the emergency call to the Public Safety Answering Point (PSAP) or local emergency service personnel associated with your telephone number. Each PSAP serves a designated geographic area. When you sign up for USA COMMUNICATIONS Service, your telephone number will correspond to your Service Address. Your Service Address is the physical address where you receive your primary cable television and cable modem service from USA COMMUNICATIONS. Your Service Address may or may not be the same as your billing address where you may choose to receive your USA COMMUNICATIONS bill. You acknowledge and understand that it is your responsibility to provide USA COMMUNICATIONS with the proper Service Address. USA COMMUNICATIONS and its third party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Service Address to USA COMMUNICATIONS.

As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 type dialing. Neither USA COMMUNICATIONS nor its underlying service providers nor their officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to USA COMMUNICATIONS’ 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of USA COMMUNICATIONS or its underlying service providers. You agree to indemnify and hold harmless USA COMMUNICATIONS and its third party provider(s) from any claim or action arising out of misroutings of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your USA COMMUNICATIONS device or your provision to USA COMMUNICATIONS of incorrect information in connection therewith.

Service Outage, Power Failure or Disruption. You acknowledge and understand that USA COMMUNICATIONS does not require separate activation for your 911-type dialing. USA COMMUNICATIONS’ 911-type dialing capability is included with your USA COMMUNICATIONS Service and is available once you properly connect your USA COMMUNICATIONS device and receive a dial-tone. USA COMMUNICATIONS’ limited 911-type dialing service is only available within USA COMMUNICATIONS’ service areas. Inability to 911 dialing from your line or to access emergency service personnel, or to correctly route an emergency call if you move your USA COMMUNICATIONS device or your provision to USA COMMUNICATIONS is accurate, and that USA COMMUNICATIONS’ 911-type service is NOT the same as the 911 emergency services you may receive that USA COMMUNICATIONS has apprised Customer of any and all risks necessary include all of the capabilities of traditional 911 and E911 dialing. USA COMMUNICATIONS’ limited 911-type service is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 type dialing. Neither USA COMMUNICATIONS nor its underlying service providers nor their officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to USA COMMUNICATIONS’ 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of USA COMMUNICATIONS or its underlying service providers. You agree to indemnify and hold harmless USA COMMUNICATIONS and its third party provider(s) from any claim or action arising out of misroutings of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your USA COMMUNICATIONS device or your provision to USA COMMUNICATIONS of incorrect information in connection therewith.

Description of USA COMMUNICATIONS’ 911-Type Service: In order to make our services more convenient, USA COMMUNICATIONS does not require separate activation for your 911-type dialing. USA COMMUNICATIONS’ 911-type dialing capability is included with your USA COMMUNICATIONS Service and is available once you properly connect your USA COMMUNICATIONS device and receive a dial-tone. USA COMMUNICATIONS’ limited 911-type dialing service is only available within USA COMMUNICATIONS’ service areas. You acknowledge and understand that neither USA COMMUNICATIONS nor its third party service providers shall have any responsibility to or liability for provision of the Service and 911-type access if the device is moved to outside of your Service Address. Additionally, even if you do not move your device, USA COMMUNICATIONS cannot guarantee the reliability of the 911-type dialing features offered with your Service. When you dial 9-1-1 using your USA COMMUNICATIONS approved device and Service, your call is generally routed from the USA COMMUNICATIONS network to third party providers who route the emergency call to the Public Safety Answering Point (PSAP) or local emergency service personnel associated with your telephone number. Each PSAP serves a designated geographic area. When you sign up for USA COMMUNICATIONS Service, your telephone number will correspond to your Service Address. Your Service Address is the physical address where you receive your primary cable television and cable modem service from USA COMMUNICATIONS. Your Service Address may or may not be the same as your billing address where you may choose to receive your USA COMMUNICATIONS bill. You acknowledge and understand that it is your responsibility to provide USA COMMUNICATIONS with the proper Service Address. USA COMMUNICATIONS and its third party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Service Address to USA COMMUNICATIONS.

As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 type dialing. Neither USA COMMUNICATIONS nor its underlying service providers nor their officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to USA COMMUNICATIONS’ 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of USA COMMUNICATIONS or its underlying service providers. You agree to indemnify and hold harmless USA COMMUNICATIONS and its third party provider(s) from any claim or action arising out of misroutings of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your USA COMMUNICATIONS device or your provision to USA COMMUNICATIONS of incorrect information in connection therewith.

Service Outage, Power Failure or Disruption. You acknowledge and understand that USA COMMUNICATIONS does not require separate activation for your 911-type dialing. USA COMMUNICATIONS’ 911-type dialing capability is included with your USA COMMUNICATIONS Service and is available once you properly connect your USA COMMUNICATIONS device and receive a dial-tone. USA COMMUNICATIONS’ limited 911-type dialing service is only available within USA COMMUNICATIONS’ service areas. You acknowledge and understand that neither USA COMMUNICATIONS nor its third party service providers shall have any responsibility to or liability for provision of the Service and 911-type access if the device is moved to outside of your Service Address. Additionally, even if you do not move your device, USA COMMUNICATIONS cannot guarantee the reliability of the 911-type dialing features offered with your Service. When you dial 9-1-1 using your USA COMMUNICATIONS approved device and Service, your call is generally routed from the USA COMMUNICATIONS network to third party providers who route the emergency call to the Public Safety Answering Point (PSAP) or local emergency service personnel associated with your telephone number. Each PSAP serves a designated geographic area. When you sign up for USA COMMUNICATIONS Service, your telephone number will correspond to your Service Address. Your Service Address is the physical address where you receive your primary cable television and cable modem service from USA COMMUNICATIONS. Your Service Address may or may not be the same as your billing address where you may choose to receive your USA COMMUNICATIONS bill. You acknowledge and understand that it is your responsibility to provide USA COMMUNICATIONS with the proper Service Address. USA COMMUNICATIONS and its third party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Service Address to USA COMMUNICATIONS.

As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 type dialing. Neither USA COMMUNICATIONS nor its underlying service providers nor their officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to USA COMMUNICATIONS’ 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of USA COMMUNICATIONS or its underlying service providers. You agree to indemnify and hold harmless USA COMMUNICATIONS and its third party provider(s) from any claim or action arising out of misroutings of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your USA COMMUNICATIONS device or your provision to USA COMMUNICATIONS of incorrect information in connection therewith.

Limitation of Liability and Indemnification Regarding 911 Emergency Services. You acknowledge and understand that USA COMMUNICATIONS’ liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless USA COMMUNICATIONS, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to You in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) by, or on behalf of, You or any third party or user of Your USA COMMUNICATIONS Service relating to the failure, outage or termination of the Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

Use of TDD or TTY Devices. Although current developments in Internet Protocol technologies provide reliable transfer of voice and data over broadband connections such as cable lines, the nature of the technologies may not be fully compatible with the existing 911 systems currently in place in your area of service. Additionally, VOIP 911 services may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, Customer agrees and acknowledges that neither USA COMMUNICATIONS nor its underlying service providers, hold themselves out as providing or enabling USA COMMUNICATIONS to provide emergency services compatible with any TDD/TTY devices. Customer further acknowledges that USA COMMUNICATIONS has apprised Customer of any and all risks

Subscriber Agreement
associated with Customer’s use of its USA COMMUNICATIONS 911-type service and that USA COMMUNICATIONS does NOT recommend that Customer use the USA COMMUNICATIONS 911 service as its sole primary means of reaching a 911 operator in case of an emergency.

You expressly acknowledge that, in the event of a power outage or other service-affected scenario, (A) neither USA COMMUNICATIONS nor any of its affiliates, subsidiaries, parent companies, agents, network service providers, partners or employees are liable for the availability of 911 service from Your USA COMMUNICATIONS device and (B) neither USA COMMUNICATIONS nor any of its affiliates, subsidiaries, parent companies, agents, network service providers, partners or employees are liable for the availability of the 911 service from USA COMMUNICATIONS device and USA COMMUNICATIONS Service.

Dialing Requires Activation. Customer is required to provide an accurate Service Address and other information to USA COMMUNICATIONS upon purchasing the USA COMMUNICATIONS Service. Customer must connect the USA COMMUNICATIONS device as described in the User Manual in order for the USA COMMUNICATIONS Service to function properly. You acknowledge and understand that 911 dialing does not function unless you have successfully configured and connected your USA COMMUNICATIONS device and Service, provided accurate and updated information. You acknowledge and understand that you cannot dial 911 from this line unless and until you have confirmation that your USA COMMUNICATIONS device is operational as described in your User Manual.

Failure to Designate the Correct Service Address When Activating 911 Dialing or Moving Your Device. Failure to provide the current, updated and correct Service Address and location of your USA COMMUNICATIONS equipment will result in your USA COMMUNICATIONS device being misrouted to the incorrect local emergency service provider. USA COMMUNICATIONS’ Service is intended to function from your Service Address which MUST correspond to the physical address where you receive your primary USA COMMUNICATIONS Cable service and where your USA COMMUNICATIONS device is physically located.

Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911. Due to the technical constraints of USA COMMUNICATIONS’ 911-type dialing feature at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your USA COMMUNICATIONS device and equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your USA COMMUNICATIONS equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider’s facilities when such calls are routed using traditional 911 dialing. You acknowledge and accept that USA COMMUNICATIONS relies on third parties for the forwarding of information underlying such routing, and accordingly USA COMMUNICATIONS and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. USA COMMUNICATIONS, its third party providers, and their respective officers or employees, will not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action. Any and all such claims or causes of action arising out of or relating to USA COMMUNICATIONS’ reliance on such third parties for the forwarding of such information and underlying such routing will be governed by the provisions of this paragraph.

Automated Number Identification. At this time in the technical development of USA COMMUNICATIONS’ 911-type dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency service personnel to identify your phone number when you dial 911. Although USA COMMUNICATIONS’ system is configured to send the automated number identification information in most instances, there are several telephone and Internet telephony companies, other than USA COMMUNICATIONS, that may be involved in routing your call to emergency personnel and PSAPs. The emergency response systems and the PSAPs themselves must be able to receive the information and pass it along properly. Existing emergency response systems and PSAPs are not yet always technically capable of receiving and/or passing routing information properly.

You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement. Additionally, THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING your 911 CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW YOUR PHONE NUMBER AND LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL.

Automated Location Identification. At this time in the technical development of USA COMMUNICATIONS’ 911-type Dialing, it is not always possible to transmit identification of your Service Address or the physical location of your USA COMMUNICATIONS device if the device is located at a location that is different than your Service Address. IF YOU DIAL 911 USING USA COMMUNICATIONS’ SERVICE, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). YOU MUST ALSO NOT DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL YOU BACK and you may be required to redial the 911 call. IF YOU ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION ACCURATELY, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU or dispatch emergency personnel to the correct location. You acknowledge and understand that you any/or anyone using your USA COMMUNICATIONS service will need to state the nature of the emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement. Alternative 911 Arrangements. You acknowledge that USA COMMUNICATIONS does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional emergency services such as 911 or E911.
phone at your Service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the USA COMMUNICATIONS Service; and (2) you agree and acknowledge that if your device is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that you properly install your USA COMMUNICATIONS device prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by USA COMMUNICATIONS via mail, phone or email following your completion of the ordering process.

Disclaimer. USA COMMUNICATIONS and other service providers, who provide service to you in connection with this agreement or the service, disclaim all representations or warranties, expressed or implied, either in fact or by operation of law, statutory or otherwise including warranties of merchantability or fitness for a particular purpose, except as may be expressly set forth herein.

Battery backup power disclosure:
USA Communications has available for purchase at the time of signing a 24-hour backup power source. Without backup, services will be interrupted in the event of a power loss. New and replacement battery backups may be obtained by calling our main office at 877-234-0102. Battery backups purchased from USA Communications will power USA Communications' telephone equipment for 24 hours. Battery backup is to be kept secured in the location that the USA Communications technician installs it. Customer testing of the battery backup is available and will be explained at the time of installation.