



SERVICE AGREEMENT

This Service Agreement (“Agreement”) applies to all Company services you subscribe to, except for those provided under: 1) a tariff or 2) another agreement, unless that agreement references this Agreement (“Services”). When you receive this Agreement, your subsequent purchase or use of Services or your payment for them is your agreement to the terms and conditions of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. YOU HAVE THE RIGHT TO BRING ANY DISPUTE YOU MAY HAVE TO THE FEDERAL COMMUNICATIONS COMMISSION OR PUBLIC UTILITIES COMMISSION OF OHIO, IF THE CLAIM IS WITHIN THE AGENCY’S JURISDICTION. THIS AGREEMENT ALSO DISCLAIMS WARRANTIES (SEE SECTION 7) AND ESTABLISHES LIMITATIONS OF LIABILITY IN THE EVENT OF A DISPUTE (SEE SECTION 8).

1. DEFINITIONS

Terms not otherwise defined in this Agreement have the following meanings:

“Company”, “we”, “our” and “us” mean The Doylestown Telephone Company providing your detariffed services under this Agreement.

“Detariffed” means that the description, price, and other terms and conditions for the service are no longer governed by tariffs filed with the Public Utilities Commission of Ohio (intrastate services) or the Federal Communications Commission (interstate and international services).

“Force Majeure” means causes beyond our control that prevent or hinder the delivery of any Service, such as fire; flood; lightning; meteorological phenomena; earthquakes; volcanic action; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of the Company or others); embargoes; acts of God; and acts of terrorism.

“Service(s)” are all the detariffed Company services you subscribe to that are provided under this Agreement.

“Guidebook(s)” are documents that contain the description, price, and other terms and conditions for each detariffed service. Guidebooks are available online at www.doylestowntelephone.com. If you do not have web access, you may call the Company for assistance.

“Tariffs” are documents that are filed with the Public Utilities Commission of Ohio (intrastate services) or the Federal Communications Commission (interstate and international services). They contain certain services, prices, and other terms and conditions that have not been detariffed. Tariffs are available online at www.puco.ohio.gov. If you do not have web access, you may call the Company for assistance.

“You” means the person subscribing to the Services provided under this Agreement.

2. GUIDEBOOKS AND TARIFFS INCORPORATED BY REFERENCE

Certain generally applicable terms and conditions remain in Tariffs and also govern the Services. The Guidebooks and such generally applicable Tariffs are incorporated into this Agreement by reference. In the event of a conflict between an applicable Tariff, the Guidebooks, and this Agreement, the Tariffs control, followed by this Agreement, and then the Guidebooks.

3. USE OF SERVICES

You agree not to use the Services for any illegal, unlawful, abusive, or fraudulent purpose. You understand and agree that you are responsible for use of the Services by all persons you authorize to use the Services. You also understand and agree that applicable residential Services are to be used for residential household purposes and not for business purposes.

4. CHARGES AND PAYMENT

a. General. You agree to pay all applicable charges for Services purchased or used by you or by anyone you authorize. This includes governmental charges, including taxes, that we are required to bill you (“Mandatory Fees”) or are permitted to recover from you (“Discretionary Fees”). Discretionary Fees are designed, in a commercially reasonable manner, to recover local, state and/or federal charges we are required to pay to governmental entities, including, but not limited to, Universal Service Fund charges, some of which can change quarterly or more often. It is presumed that all calls dialed from your home or business were authorized by you. Any mathematical error made by the Company or any of our representatives does not constitute an offer and thus may subsequently be corrected by the Company.

You agree to pay no later than the “due by” date specified on your bill. Monthly recurring charges may be billed one month in advance. Usage-based charges may be billed after the charges are incurred. Calls billed on a per-minute basis may be billed by rounding up to the next full minute for any fractional minutes. When a percentage discount is applied, the resulting discount may be rounded down to the nearest cent. Your first bill may include charges for the partial month in which Services began and for the following month. If you pay by phone, a reasonable convenience fee may apply. If your payment is dishonored, we may charge you an insufficient funds or returned check fee. If you do not pay by the due date, we may charge you a collections fee, late payment charge, and/or an interest charge. The amounts of applicable charges and fees are available either in Tariffs; Guidebooks; on your bill; or, in the case of the convenience fee, by phone prior to incurring it. Our acceptance of late or partial payment (even if marked, “PAID IN FULL” or similar words) or late payment charges shall not constitute waiver of any of our rights to collect the full amount due under this Agreement.

b. Credit. Based on your credit worthiness, we may require that you make an advance payment or deposit and/or we may set a credit limit or approved usage threshold on your account at any time. If you fail to pay for the Services when due, we may apply the deposit, other security, or advance payment to the amount you owe us. You agree that in order for us to service our accounts or collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers which may result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide to use. Methods of contacts may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

c. Notice of Price and Fee Increases. We will provide at least thirty (30) days’ notice of price increases to all affected customers, by bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method permitted by law. For increases in Mandatory and Discretionary Fees, we will provide notice as required by law.

When notice is required, we may, where permitted, provide notice of increases in Discretionary Fees by web posting only. If we provide notice by web posting only, we will advise you of that fact by bill insert,

bill message or other reasonable method (other than web posting) at the time you receive this Agreement or within a reasonable period of time thereafter, or prior to the time that we initiate notice by web posting only. We will also send you a reminder, at least once a year, to regularly check our web site for such increases. Where commercially reasonable, we will post notice to the web site thirty (30) days prior to the effective date. Otherwise, we will post notice within a commercially reasonable time after we receive notice from the governmental entity. If you do not have web access, you may call us for such information at the Company telephone number shown on your bill for our Services. If you are notified that notice for increases in Discretionary Fees is by web posting only, you agree to check our web site at least once a month if you want to stay current on such increases.

For increases in prices associated with transaction-based calls, including, but not limited to, calls billed to a calling card/credit card and operator-assisted calls, and for increases in prices of international calls not covered by a calling plan and international mobile termination charges, we may provide notice by web posting or in newspapers of general circulation only, where permitted.

d. Expiration of Promotional Prices. Promotional pricing and terms shall expire in accordance with the terms applicable to each promotion, without further notice to you.

5. SUSPENDING AND CANCELING SERVICES

a. Cancellation of Services by You. You may cancel all or a portion of your Services by calling the applicable Company phone number on your bill. The Guidebooks specify conditions applicable to cancellation of Services, including termination fees, if any. If you do not call to cancel, you agree to pay for all Services you order, use, or pay for, and those Services continue to be governed by this Agreement.

b. Discontinuance, Suspension, or Cancellation of Services by the Company. We reserve the right to discontinue providing Services in all or part of a service area at any time, subject to applicable law and regulation, by providing thirty (30) days' notice to affected customers. If we believe the Services are being used fraudulently, abusively, illegally, or unlawfully, we reserve the right to immediately and without notice suspend, restrict, or cancel them. If you do not pay the undisputed portion of your bill by the required due date, we may suspend, restrict, or cancel the Services with advance notice to you. If you violate any other term or condition of this Agreement, we may suspend, restrict, or cancel the Services if the violation is not remedied within a reasonable period of time after we provide notice to you. If you ask us to reinstate your Services following suspension or cancellation for any of the above reasons, we may require you to pay a deposit or a reconnection fee, or both. We may suspend or terminate any Services affected by a Force Majeure event, without notice to you.

c. Repair of Services. We have the right at any time to suspend or interrupt Services to make necessary repairs or changes in our facilities. We may refuse to repair Services if we determine that the conditions at your premises are unsafe for us, our agents, and/or our contractors.

6. INDEMNIFICATION

You agree to indemnify and hold harmless the Company, our employees, officers, directors, affiliates, subsidiaries, assignees and agents for any claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses, including reasonable attorney fees, arising from or relating to any use of any Services by you or any person you authorize or permit to use any Services, including but not limited to claims relating to: incorrect, incomplete or misleading information; defamation, libel or slander; invasion of privacy; identity theft; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or service sold or otherwise distributed through or in connection with any Services or any injury or damage to person or property caused thereby; or violation of any applicable law or regulation (collectively "losses"), unless such claims are based on or arise from our

willful misconduct or gross negligence. This provision will continue to apply after the cancellation or termination of this Agreement.

7. DISCLAIMER OF WARRANTIES

THE COMPANY DOES NOT WARRANT THAT ANY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ALL SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (OTHER THAN THOSE WARRANTIES, IF ANY, THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT), ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. THE COMPANY DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO THE COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON THE COMPANY’S BEHALF, AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT.

8. LIMITATION OF LIABILITY

a. You acknowledge and understand that – due to the nature of the Services – calls, messages, or service may be lost for many reasons, including but not limited to: dialing errors, power failures (including your power failures), malfunctioning of Services and equipment, electronic interference, and Force Majeure events. Therefore, except as set forth in Subsection 8b below, your monetary remedy for loss or damage caused by the provision, operation, or use of any Services or for the delay, malfunction, or partial or total failure of any Services, including such loss or damage caused by the Company’s negligence, shall not exceed the credit specified in the applicable Tariff or Guidebook, or, if no credits are specified, shall not exceed the amount of the charges paid or owed by you to the Company for such Services for the period of such delay, malfunction, or failure. You also acknowledge and understand that the Company is not responsible for any loss or damage caused by the interruption or other absence of commercial power and that it is your responsibility to maintain any desired backup power, including battery backup, in the event of a power outage.

b. The limitations of liability in Subsection 8a do not apply if it is determined that the Company’s gross negligence or willful misconduct caused you damage. In that event, the Company will be liable only for the direct damages for which it is found responsible.

c. In no event will the Company be liable or responsible for indirect, incidental, special, punitive, or consequential damages arising out of, resulting from, or in connection with the provision, operation, or use of the Services, or for the delay, malfunction, or partial or total failure of any Services, including but not limited to loss of revenue, profit or other economic loss; emotional distress; harm to reputation; loss of consortium; and/or pain and suffering, regardless of whether the Company knew or should have known of the possibility of such damages and regardless of whether the Company’s negligence caused such damages.

d. The provisions in this Section 8 will survive and continue to apply after this Agreement terminates. As used in this Section 8, the Company means the Company, its employees, officers, directors, affiliates, subsidiaries, as signees, agents, and suppliers. The disclaimers and limitations of liability in this Section 8 apply unless prohibited by applicable law.

9. CHANGES TO THIS AGREEMENT

From time to time, we may change this Agreement, including the terms and conditions of the Guidebooks and Tariffs which are part of this Agreement. If

any such change results in more restrictive terms or conditions, we will provide you at least thirty (30) days' notice, by bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method permitted by law.

10. MISCELLANEOUS

After receipt of any notice required by this Agreement, your purchase or use of Services or your payment for them is your agreement to the changes described therein, as of their effective date. Services are provided subject to billing and technical limitations, and not all Services are available in all areas. This Agreement does not give any third party a remedy, claim, or right of reimbursement. You understand that it may be possible for unauthorized third parties to monitor data traffic. If you desire to secure your transmissions in connection with any Services, you shall procure, at your own cost, encryption software or other transmission protection. You assume full responsibility for the establishment of appropriate security measures to control access to your equipment and information. You agree that we may call you about the Services we provide you under this Agreement and the services that other Company affiliates provide you under separate agreements, whether such calls are automated, handled by a live attendant, or are provided through other means.

11. ASSIGNMENT

Except as otherwise may be provided under any applicable state laws or requirements, we reserve the right to assign or otherwise transfer by merger or operation of law all or part of our rights or duties under this Agreement without notice. You may not assign this Agreement or the Services to which you subscribe without our prior written consent, which will not be unreasonably withheld.

12. ENTIRE AGREEMENT

This Agreement, which incorporates by reference applicable Guidebooks and Tariffs, sets forth the entire agreement between you and the Company and, with respect to the Services covered by this Agreement, takes the place of all previous agreements, understandings, statements, proposals, and representations between us, whether written or oral. This Agreement can be amended solely as provided in Section 9.

13. SURVIVABILITY

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the completion of performance, cancellation, or termination of this Agreement. Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

14. SEVERABILITY

If any provision, phrase or wording of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision, phrase or wording and the rights and obligations of the parties to this Agreement shall be construed and enforced accordingly.

15. GOVERNING LAW

Federal law or Ohio law applies, without regard to its conflict of law principles, except to the extent that such law is preempted by applicable federal law.