



Topsham Telephone Company
113 Fairground Rd. PO Box 1075
East Corinth, VT 05040
802-439-5325
www.tops-tele.com

Welcome to Topsham Telephone,

Enclosed in this Customer packet is information about our company and services that are available at this time as well as features we are working on for the future. Please see the enclosed brochure with an explanation of features and pricing.

Our billing cycle runs from the 26th of one month to the 25th of the next month. Customers are billed one month in advance and *payments are due by the 15th of each month.* When you establish service, you will be prorated at a daily rate until the next billing, as well as, billed for the upcoming month of service.

Please note: New FCC regulations require a password to access your telephone account. The password must be 4 or more characters long. Please add this information in the space provided to you on your application.

To establish telephone service, you must:

- _____ Complete and return to us the enclosed Telephone Application for Service
- _____ Must have a valid 911 service address
- _____ Establish a CPNI password for your telephone account (New FCC regulation)
- _____ Must sign Application for Service
- _____ Pay security deposit or send 2 credit references from former utilities or they can be faxed to 802-439-5600
(Deposit held for 1 year of on-time consecutive payments then returned to your account as a payment.)

NOTE: A 439- NUMBER IS YOUR ONLY **FREE** EXCHANGE. Other exchanges in our Local Measured Service Area cost 3.5 cents per minute during peak hours and 1.5 cents per minute during off peak hours. (See enclosed list of towns in your local measured service area.)

You have equal access to several long distance companies for your long distance telephone service. (See enclosed list of available long distance carriers.) Topsham Telephone also offers long distance service at competitive rates.

Due to legislation, we no longer have the authority to contact our customers before making a PIC change on their telephone number. (A PIC change is when you choose to change your in-state and/or out-of-state long distance carrier.) Legislation states that we are required to make the changes on your account based on information from the carrier and not from the customer. We need your permission to put a PIC freeze on your account that would give us the authority to call you to verify the changes before making a PIC change. All of our customers, by signing our application for service card, agree to a PIC freeze unless we are notified otherwise.

Topsham Telephone is also an internet service provider with dial up, high speed DSL internet and Digital Television service available to **all** of our customers. Contact our business office to request an internet application sent to you by mail or fax. You can also print our applications via the web site at: www.tops-tele.com.

TOPSHAM TELEPHONE HOURS OF OPERATION ARE MONDAY THRU FRIDAY 8:00am – 4:30pm



Topsham Telephone offers Long Distance telephone service

WITH NO HIDDEN FEES

Topsham Telephone Long Distance Plan: **\$3.95 per month plan charge**
\$0.05 per minute out-of-state calls
\$0.09 per minute in-state calls

Topsham Telephone No Plan: **No Monthly Charges & only \$0.15 per minute in and out-of-state**
Long distance rates apply day or night, no peak or off peak hours.

International calling included with no added plan charge. Rates vary by country.
 Call our business office for specific international rates.

You have the option of using any long distance provider listed below. You will need to contact the provider and set up service with them, then, contact us so we can properly route it through our computer switch.

You will receive a separate bill from these long distance providers.

THE FOLLOWING COMPANIES ARE AVAILABLE FOR YOUR LONG DISTANCE SERVICE

AMERIVISION/ AFFINITY 4 Residential/Business	800-800-7550	MCI TELECOMMUNICATIONS Residential Business	800-444-3333 800-444-2222
AT & T (Directly Billed) Residential/Business	800-303-1612	POWERNET GLOBAL Residential/Business	866-216-0332
BROADWING/LEVEL 3 Residential/ Business	800-422-1199	QWEST Residential Business	800-860-2255 888-560-0466
EXCEL Residential Business	800-875-9235 800-209-8133	SBC Residential/Business	800-448-1008
FAIRPOINT COMMUNICATIONS Residential/Business	877-625-2366	TALK AMERICA Residential/Business	800-728-3288
GLOBAL CROSSING Residential Business	800-249-4672 800-466-4600	TOPSHAM COMMUNICATIONS Residential/Business International	802-439-5325 Same
IDT Residential/Business	800-889-9126	VERIZON BUSINESS Business	800-275-0100
LIGHTYEAR Residential/Business	800-393-7300	WORKING ASSETS Residential/Business	866-753-6123

THERE IS A \$2.75 FEE TO CHANGE YOUR IN & OUT-OF-STATE LONG DISTANCE
Customers using Topsham Telephone long distance will be billed on their telephone bill.

AVAILABLE TELEPHONE FEATURES
CHECK FEATURES YOU WANT WITH YOUR SERVICE

Description	Per Month
<input type="checkbox"/> Caller ID	\$4.95
<input type="checkbox"/> Caller ID with Name	\$5.95**
<input type="checkbox"/> Caller ID Block	\$1.50
<input type="checkbox"/> Call Back	\$2.25
<input type="checkbox"/> Call Block	\$1.50
<input type="checkbox"/> Call Forwarding *	\$1.00**
<input type="checkbox"/> Call Forwarding No Answer	Free with Call Forwarding
<input type="checkbox"/> Call Forwarding Busy	Free with Call Forwarding
<input type="checkbox"/> Call Forwarding Fixed	Free with Call Forwarding
<input type="checkbox"/> Remote Call Forwarding	Free with Call Forwarding
<input type="checkbox"/> Call Reject	\$1.50
<input type="checkbox"/> Call Return (*69)	\$2.25
<input type="checkbox"/> Call Trace	\$4.00 per use
<input type="checkbox"/> Call Transfer	\$1.50
<input type="checkbox"/> Call Waiting *	\$1.00
<input type="checkbox"/> Call Waiting Caller ID	\$1.00**
<input type="checkbox"/> Distinctive Ring	\$3.00
<input type="checkbox"/> Non-Published Number	\$1.50
<input type="checkbox"/> Priority Call	\$2.25
<input type="checkbox"/> Selective Call Accept	\$2.25
<input type="checkbox"/> Selective Call Forward	\$2.25
<input type="checkbox"/> Speed Dialing (8)	\$1.00
<input type="checkbox"/> Speed Dialing (30)	\$4.00
<input type="checkbox"/> Three Way Calling *	\$1.00**
<input type="checkbox"/> Voice Mail (1 box)	\$4.95
<input type="checkbox"/> Voice Mail Family (4 boxes)	\$7.95
<input type="checkbox"/> *Bundle Pkg-Call Wait, C fwd, 3way	\$1.00

**FREE PHONE FEATURES WITH BUNDLE PURCHASE

LOCAL MEASURED SERVICE AREA TOWNS

Charges are mandated by the state of Vermont

Barre (214, 249, 272, 461, 476, 477, 479, 505, 522 & 661)

Bradford (222, 261 & 449)

Chelsea (402, 625 & 685)

Fairlee (333, 407 & 529)

Groton (584 & 762)

Newbury (243, 616 & 866)

Piermont, NH 1-603 (272 & 308)

Washington (589, 807 & 883)

Wells River (588, 757 & 804)

West Newbury (429)

Williamstown (433, 455 & 906)

Cost 3.5 cents per min. during *peak hours* 9am to 9pm Monday thru Friday

1.5 cents per min. during *off peak hours* 9pm to 9am Mon thru Fri and all day Saturday and Sunday.

BRADFORD & PIERMONT, NH are separately capped at: \$22.00 each

A 439- NUMBER IS YOUR ONLY FREE CALL.

THESE ARE THE ONLY EXCHANGES IN YOUR LOCAL MEASURED AREA.

APPLICATION FOR RESIDENTIAL SERVICE

Name: _____ (Last)	(First) _____ (Initial)
Billing Address: _____	911 Address: _____
Hook Up Charge\$15.00	*Authorized User (s) _____
Credit References Provided Yes / No or Security Deposit.....\$50.00 / \$100.00	*Can add or remove features, inquire about bill, and report troubles. Cannot terminate or start new service.
What is Your Preferred Method of Contact: (Home Phone, Cell or Email) _____	

The undersigned makes application for the above service and equipment, and for such additional service or equipment as may be ordered later, and agrees to pay established rates for all such services and equipment. In making this application the undersigned agrees to the rules and regulations of the Telephone Company as set forth in this application and to any general changes in the rules, regulations, tariffs or rates for the service furnished under this application becomes a contract when accepted in writing by the Telephone Company.

CPNI PASSWORD _____ **Signed** _____ **Date:** _____

RENT
 OWN

If you rent and require additional wiring and jack work, we will need written permission from your landlord



MY CHOICE PHONE PACKAGES

- Package 1** - Caller Id with Name, Call ID Call Waiting, 3 Way calling, Call Forwarding, 200 Minutes of Long Distance
\$30.80 per month
- Package 2** - Caller Id with Name, Call ID Call Waiting, 3 Way calling, Call Forwarding, 400 Minutes of Long Distance
\$42.80 per month
- Package 3** - Caller Id with Name, Call ID Call Waiting, 3 Way calling, Call Forwarding, 600 Minutes of Long Distance
\$57.80 per month
- Package 4** - Caller Id with Name, Call Id Call Waiting, 3 Way calling, Call Forwarding, 1100 Minutes of Long Distance
\$97.80 per month

NOW YOU CAN BUILD YOUR OWN BUNDLE!

Choose from one of our new MY CHOICE PHONE PACKAGES and another service (s) to create your own customized bundle!

- Choose any of our new MY CHOICE PHONE PACKAGES and add TV or INTERNET and receive a **\$10.00 discount.**
- Choose any of our new MY CHOICE PHONE PACKAGES and add BOTH TV & INTERNET and receive a **\$15.00 discount.**

***PLEASE NOTE:** Discounts are a monthly credit to account. In order to maintain discount, bill must be paid on a timely basis. Prices are subject to change with a 30 day notice. Service fees may apply.*

If not interested in the above bundles, please see the attached sheet for other features and long distance options.

Basic Service Requested

Additional features: _____

All Bundles apply to Residential Customers only and include the Basic Phone Service Monthly Rate of \$18.00.

Taxes, surcharges, regional calling and FCC mandated access charge are not included in bundle prices.

Long Distance billed at \$.10 per minute for minutes used over bundle.

NAME

PHONE

Topsham Telephone Residential DSL and Digital Television Application

Please check the speed of internet you want

DOWNLOAD/UPLOAD	COST PER MONTH
<input type="checkbox"/> 768/256 Kbps	\$34.95
<input type="checkbox"/> 1.5 Mbps/512 Kbps	\$54.95
<input type="checkbox"/> 3 Mbps/768 Kbps	\$64.95
<input type="checkbox"/> 5/1 Mbps	\$74.95
<input type="checkbox"/> 7/1 Mbps	\$84.95

**Smart Rg Net Care Modem Router
Combination Lease \$5.99 per month**

Processing Fee (one time) \$10.00

DSL INSTALL FEE \$100.00

(waived with 24-month contract)

Please check the service (s) that you want

Residential Charge Per Month

- Basic Pak \$24.95
- Premier Pak \$59.95
- Premier Pak Plus \$71.95
- DVR** (for 1 Set Top Box) \$5.95
- Whole Home DVR** \$7.95
(up to 3 Set Top Boxes)
- HDTV** \$5.95
(1 Set Top Box)

TV Installation Fee \$100.00 per box
(Waived with 24 month service contract)

Reconnect Fee \$45.00

Additional TV Charges

(1 Set Top Box included with service)
Each additional box \$6.95 per month
Total Number of Set Top Boxes

Premium Movie Channel Packages

- Starz/Encore \$15.95
- Showtime/TMC \$18.95

Premium Movie Package Bundle

- Premium Package \$31.95

Processing Fee (one time) \$10.00

TV Service is not available at all locations.

RENT OR OWN

IF YOU RENT WE WILL NEED WRITTEN PERMISSION FROM YOUR LANDLORD TO DO THE INSTALL

24 MONTH SERVICE CONTRACT WITH FREE INSTALLATION DSL TV

In order to receive free installation from Topsham Telephone, I agree to subscribe to Topsham's Digital Television and/or DSL service for (24) twenty four consecutive months. **I understand that should I cancel or if my service is terminated for non-payment prior to the 24 (twenty four) month agreement an early termination fee of \$20.00 per month for each remaining month left on contract for television service and \$100.00 early termination fee for internet service will be charged to my account.** I understand that any unreturned television and/or DSL equipment will be billed to me (the customer) at current replacement cost. By signing this agreement, I signify that I have read and understood the terms described in it. I agree to all of Topsham Communication's DSL service Standard Terms and Conditions, copies of which are posted at www.tops-tele.com or which have been provided to Customer if so requested, and all of which are incorporated herein by reference and made a part of hereof.

Please note: Your account must be paid up to date in order to install TV and/or Internet Services. A prepayment may be required.

ACKNOWLEDGED AND ACCEPTED:

Customer Signature & Printed Name

Date

NO SERVICE CONTRACT WITH INSTALLATION CHARGES

DSL TV

Please sign here for customer's that are opting out of the (24) twenty four consecutive months of service contract and free installation. There is a onetime installation fee of \$100.00 per internet service and/or \$100.00 per set top box installation fee plus a service order processing fee of \$10.00 due with the application along with your first month of billed service. I understand that any unreturned television and/or DSL equipment will be billed to me (the customer) at current replacement cost. By signing this agreement, I signify that I have read and understood the terms described in it. I agree to all of Topsham Communication's DSL service Standard Terms and Conditions, copies of which are posted at www.tops-tele.com or which have been provided to Customer if so requested, and all of which are incorporated herein by reference and made a part of hereof.

Please note: Your account must be paid up to date in order to install TV and/or Internet Services. A prepayment may be required.

Customer Signature & Printed Name

Date



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Dear Customer,

Thank you for your interest in DSL Internet Service. Topsham Telephone is proud to be able to offer this service to all of our customers. We offer several different speeds of DSL and prices. You will love the ease of DSL, no dialing up or tying up your phone line. Enclosed you will find all the information and application in order to sign up for DSL service.

Monthly charges for Residential DSL

	DOWNLOAD	UPLOAD	COST PER MONTH
DSL#1	768 Kbps	256 Kbps	\$34.95
DSL#2	1.5 Mbps	512 Kbps	\$54.95
DSL#3	3 Mbps	768 Kbps	\$64.95
DSL#4	5 Mbps	1 Mbps	\$74.95
DSL#5	7 Mbps	1 Mbps	\$84.95

There is a onetime installation fee of: \$100.00* and a service order processing fee of: \$10.00 due with the application along with your first month of billed service. Please complete the application and sign the agreement in order to start the activation process for your DSL service. Return the application, signed agreement and initial payment of: \$110.00 plus your first month of DSL service charges to our business office. Once we have received these items, we will contact you to set up an installation appointment. Your telephone account must be paid up to date in order to schedule your DSL appointment.

***Please Note:** Installation fee can be waived with a signed agreement to subscribe to DSL service for (24) twenty-four consecutive months. During this time, cancellation of service or termination for non-payment will result in a \$100.00 early termination fee.

Technical Support is available 24 hours a day at: 1-800-905-2756.

Please feel free to contact our business office with any further questions or comments.
Thank you for choosing Topsham Telephone for your DSL services.



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DIGITAL SUBSCRIBER LINE (DSL) INTERNET SERVICE CUSTOMER AGREEMENT FOR RESIDENTIAL ONLY

1) Definitions: “Computer” means Customer’s personal computer that will be used to access the service. A computer will need to meet certain requirements that will be specified by Topsham Communications. **A 10/100 Ethernet card is required in order for the service to be installed on a customer’s computer.** “Equipment” means the modems and other equipment, if necessary, to be installed at a Customer’s premises, as described in section 4a. “Service” means the High Speed Digital Subscriber Line (DSL) Internet Service offered by Topsham Communications. “Maintenance Service” includes installation of surge protection unit at the time of service installation and use of surge protection unit throughout the life of the service. “Software” means the computer software licensed by Topsham Communications to Customer to enable a single computer to access the Service through the Equipment, as described in Section 4a. “Customer” means a person who establishes an authorized account (“Account”) for access to and use of the service.

2) General: **a)** This Agreement sets forth the terms and conditions which apply to the use of the Service by Customer. No representation, warranty, term or condition, other than as specifically set forth in this Agreement, shall be binding on Topsham Communications. **b)** Topsham Communications shall have the right at any time to change or discontinue any aspect or feature of the Service, including but not limited to content, hours of availability, and equipment needed for access to and use of the Service. **c)** *Customer is responsible for all use of Customer’s Account in all circumstances, including under any screen name or password by any person. Customer will ensure that all use of Customer’s Account complies fully with the provisions of this Agreement.* Customer shall be responsible for protecting the confidentiality of Customer’s passwords. **d)** Customer represents and warrants that he or she is at least 18 years of age. Customers may, at their discretion, permit minors to use the Service under adult supervision. **e)** Transfer of the Account to any other person, or to a new residence, is prohibited.

3) Charges: **a)** Customer agrees to pay for the Service that he or she has subscribed for, including applicable charges for installation and all applicable local, state or federal fees or taxes. **Standard installation includes Ethernet modem and surge protector.** Monthly charges for the Service are set forth on a separate price list and are subject to change in the future upon notice to customers. Service charges will be billed monthly in advance and are payable on the due date specified on the bill. **b) Your monthly charges will be conveniently added to your Communications bill.** **c)** If Customer discontinues or Customer’s Service is discontinued, he or she may be required, in addition to payment of all balances, to pay a reconnect charge or trip charge (where applicable) before reconnection occurs. **d)** Topsham Communications may charge a service fee for all returned checks and bankcard or charge card charge backs. **e)** Customer will be responsible for all expenses (including reasonable attorneys’ fees) incurred by Topsham Communications in collecting any amounts due in accordance with this Agreement and unpaid by Customer.

4) Equipment and Software: **a)** The charges for the Service include (1) rental of a modem and other equipment, if necessary, to be installed at the Customer’s premises (the “Equipment”) to permit connection, and (2) license of the Software Maintenance service and additional IP addresses will require payment of additional charges. **b)** Topsham Communications will install the Equipment and Software. Topsham Communications may enter Customer’s premises and have access to Customer’s Software, or to disconnect and remove the Equipment. **c)** If Customer is not the owner of the premises upon which Equipment and Software are to be installed, Customer represents and warrants that he or she has obtained the necessary consent of the owner of the premises for Topsham Communications personnel to enter the premises for the purposes described in Section 4b. **d) Equipment:** (I) the Equipment is and at all times shall remain the sole and exclusive property of Topsham Communications and Customer shall acquire no interest therein by virtue of the payments provided for herein or otherwise. Customer will not open, alter or tamper with the Equipment as and where installed by Topsham Communications and will not remove any markings or labels from the Equipment indicating Topsham Communications ownership. Customer will safeguard the Equipment from loss or damage of any kind and will not permit anyone other than an authorized representative of Topsham Communications to perform any work on the Equipment. (II) Upon termination of the Service, for whatever reason, Customer acknowledges that his or her right to possess and use the equipment shall likewise terminate. In such event, the Equipment shall be reverted to Topsham Communications in the same condition when received, ordinary wear and tear expected. If the foregoing conditions are met, Topsham Communications will return to Customer his or her security deposit, if any, within a reasonable time thereafter. (III) If the 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. If the Equipment is not returned to Topsham Communications as described in section 4d(II) upon termination of the Service, Customer will pay Topsham Communications the sum of Two Hundred Dollars (\$200.00) representing the replacement cost of the Equipment without any depreciation, wear and tear or the physical condition of such Equipment. Topsham Communications may apply any security deposit to any such obligation of Customer, and collect any remaining balance from Customer. In the event any amount is deducted from the security deposit and the Customer continues the service, the Customer must replace the amount so deducted. If the Customer has paid by credit card, Topsham Communications shall have the right to charge Customer’s account for any cost of repair or replacement of equipment. (IV) **Maintenance Service:** Topsham Communication will install a surge protection unit designed to protect the modem from lightning strike or power surge. Using the maintenance service and by keeping the surge protection unit in place as installed by Topsham Communications, Customer will not be held responsible for the cost of the modem and surge protection unit if destroyed as a result of a lightning strike or power surge. **e) Software:** (I) Topsham Communications grants to the customer a limited, non-exclusive license to use the Software in object code form only, solely for the purpose of connecting Customer’s single computer to the Service. This License will permit such use by Customer. Customer shall be responsible for all use of the Account as described in Section 2d. This license will commence upon acceptance of Customer’s subscription for Service and will terminate immediately upon termination of the Service to Customer for any reason. Topsham Communications retains all rights and interests in and to the Software. (II) Customer is permitted to archive the

Software, provided that all such copies contain the same copyright notices and proprietary markings as the original Software. Customer will not, and will not permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of, or preparation of any derivative works based on the Software, all of which are prohibited. (III) Customer will destroy all Software and any related written material together with any copies promptly upon termination of the Service to Customer for any reason.

5) Customer Conduct: a) Customer shall use the Service for lawful purposes only. Customer shall not post or transmit through the Service any material (including any message or series of messages) that violate or infringes in any way upon the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or that, without Topsham Communications' prior written approval, contains advertising or any solicitation with respect to products or services. b) The Service contains copyrighted material, trademarks and other proprietary information, and the entire contents of the Service are copyrighted as a collective work under the United States copyright laws. Customer may download copyrighted material solely for Customer's personal use. Except as otherwise expressly permitted without copyright law, no copying, redistribution, publication or commercial exploitation of material will be permitted without the express prior written consent of Topsham Communications and where applicable, the third party copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no change in or deletion of author attribution or copyright notice shall be made. Customer may download public domain materials for Customer's own use or noncommercial distribution. c) Customer shall not upload, post, or otherwise make available on the Service any material protected by copyright or other proprietary right without the express permission of the owner thereof. Customer may upload public domain materials and is responsible for and assumes all risks with respect to the determination of whether materials are in the public domain. d) The provisions of this Section 5 are for the benefit of Topsham Communications and its subsidiaries and each shall have the right to assert and enforce such provisions directly on its own behalf.

6) Use of Services by Others. Services provided by Topsham Communications are for the sole use of the Customer and those other persons designated by the Customer (collectively called "users" in the agreement or shared among family members in one household. All other sharing and re-offering, and all resale of the Services to other persons is strictly prohibited. (a)The use of the Services must be specifically authorized in advance by the Customer; and (b) Customer is responsible for compliance with all applicable federal, state and local laws and regulations. The Customer may not make the Services available to unknown members of the public. For example, if the Customer were to use a wireless network to enable access to the Services, Customer must take steps to ensure that only those persons specifically authorized by the Customer can use the wireless network to access the Services. Wireless networks made available to the public are forbidden, regardless of whether a network is operated for profit or not. Customer is and shall be responsible for any misuse of Services, even if the inappropriate activity was committed by a friend, family member, guest, employee or any other person who obtained access to Customer's account. Topsham Communications will not give permission for the Customer to offer access to friends, neighbors, or other tenants in a multi-tenant facility, regardless of whether the endeavor is for profit or not. Under no circumstance may the customer use, or make available, the high-speed Internet service for the operation of an Internet Service Provider, regardless of whether the enterprise is for profit or not.

7) Service and Repairs: Topsham Communications will repair damage to Equipment, modify software, and attempt to correct interruptions of Service, due to reasonable Equipment wear and tear or technical malfunction, at Topsham Communications' expense. Other repair or replacement will be at Customer's expense under Section 4d (III).

1. **Access to Subscriber Premises:** Subscriber agrees to provide Topsham Communication's representatives with access at reasonable times to Subscriber's premises to install, inspect, maintain and/or repair the Equipment supplied by a Topsham Communications and, upon the termination of service, to remove the same from the premises.

8) Service Interruptions: In the event of complete failure of Service to all internet customers due to technical malfunction for twenty-four (24) consecutive hours or more, Customer is entitled to a prorated credit upon request. To qualify for an adjustment, Customer must request a credit within thirty (30) days of the failure. Topsham Communications shall have no liability, including as set forth in this Section 7, for interruption of Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbances, strike or weather. Topsham Communications will issue credit to individual internet customers only in the event that connection to the internet is interrupted for a period of more than five days from the time that the trouble was first reported to our business office.

9) Disclaimer of Warranty: Limitation of Liability:

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK, NEITHER TOPSHAM COMMUNICATIONS OR ITS SUBSIDIARIES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT OR INFORMATION SERVICE PROVIDERS OR LICENSORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICE. CERTAIN CONTENT MAY BE OBJECTIONABLE AND CUSTOMERS MUST EXERCISE THEIR OWN DISCRETION WHEN ALLOWING MINORS TO USE THE SERVICE.

TOPSHAM COMMUNICATIONS DOES NOT ENDORSE OR WARRANTY AND SHALL NOT BE RESPONSIBLE IN ANY REGARD FOR, ANY MERCHANDISE OR SERVICES ORDERED THROUGH THE SERVICE FROM THIRD PARTIES OR OTHER COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH CHARGES AND SHALL INDEMNIFY TOPSHAM COMMUNICATIONS FOR ALL LIABILITY IN CONNECTION THEREWITH.

THE SERVICE, THE EQUIPMENT AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

NEITHER TOPSHAM COMMUNICATIONS NOR ITS SUBSIDIARIES NOR ANY OF ITS SUPPLIERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO THE OPERATION OR REPAIR OF CUSTOMER'S COMPUTER, OR FOR ANY

LOSS OF DATA BY CUSTOMER, HOWEVER CAUSED. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, IN NO EVENT (INCLUDING NEGLIGENCE) WILL TOPSHAM COMMUNICATIONS OR ITS SUBSIDIARIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICE (INCLUDING THE CONTENT INCLUDED THEREIN OR THE INFORMATION SERVICES ACCESSED THEREBY), THE EQUIPMENT OR THE SOFTWARE, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR OUT OF THE BREACH OF ANY WARRANTY.

CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 8 SHALL APPLY TO ALL CONTENT OR INFORMATION SERVICES INCLUDED IN OR ACCESSIBLY THROUGH THE SERVICE, AND ARE FOR THE BENEFIT OF TOPSHAM COMMUNICATIONS, IT'S SUBSIDIARIES, THIRD PARTY CONTENT AND INFORMATION SERVICE PROVIDERS AND ITS SUPPLIERS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS (EACH OF WHICH SHALL HAVE THE RIGHT TO ASSERT AND ENFORCE THE PROVISIONS OF THIS SECTION 8 DIRECTLY ON ITS BEHALF).

10) Monitoring: Topsham Communications shall have the right, but not the obligation, to monitor the content of the Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any operating rules established by Topsham Communications. Topsham Communications will have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service. Without limiting the foregoing, or Topsham Communications' rights under Section 2, Topsham Communications shall have the right to remove any material that Topsham Communications, in its sole discretion, finds to be in violation of the provisions hereof or any operating rules established by Topsham Communications thereafter, or otherwise to be objectionable (including without limitation indecent or obscene words or material: obstructive or disruptive communications: epithets and the like). Under no circumstances, however, does or will Topsham Communications undertake any obligation to review or determine the accuracy of any Customer postings. Customer shall be responsible for and shall indemnify Topsham Communications for any liability resulting from Customer's posting, including for defamation, copyright, trademark or other proprietary right infringement, or otherwise.

11) Indemnification: Customer agrees to defend, indemnify and hold harmless Topsham Communications, its subsidiaries and third party content and information service providers and their respective officers, directors, employees and agents, from and against all claims and expenses.

12) Miscellaneous: This Agreement, the work order being entered into between the parties concurrently herewith, and any operating rules for the Service established by Topsham Communications now or hereafter, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter, provided that any other subscription or customer agreement relating to Customer's Communications service with Topsham Communications shall remain in full force and effect. Acceptance of Service shall constitute acceptance of the terms and conditions herein. In the event that any portion of this Agreement is held to be invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

	<u>RESIDENTIAL</u>
Installation & Set Up Fee	\$100.00**
Processing Fee	\$10.00*
Monthly Service Fee	\$34.95 / \$54.95 \$64.95 / \$74.95 \$84.95
Smart RG Net Care Wireless Router	\$5.99
Reconnect Fee (per reconnection)	\$45.00

* Indicates one time set up fees

**Installation fee can be waived with a signed agreement to subscribe to DSL service for (24) twenty four consecutive months. During this time, cancellation of service or termination for non-payment will result in a \$100.00 early termination fee.

*** The Maintenance Fee is for service which entitles customers the use of one (1) surge protection unit provided and installed by Topsham Communications. The surge protector is designed to prevent high fluctuations in electrical charges from reaching the modem. Topsham Communications will install the surge protector at the time the modem/router is installed and Customer must leave the surge protector and modem in place as installed by Topsham Communications as long as they subscribe to the Service.