

AccessPhone

ADDITIONAL TERMS OF SERVICE

In addition to the General Terms of Service, the following Terms of Service apply to the provision of Telephone Service.

RELOCATION OF EQUIPMENT

Telephone service is delivered using an adaptor which connects our network to telephone wiring within the customer's premises. This adaptor shall remain in the specific location on the customer's premises where it was initially installed.

CUSTOMER PREMISE EQUIPMENT

The customer must provide and maintain all inside wiring and telephones used in conjunction with Telephone Service.

CUSTOMER LIABILITY FOR CALLS AND USAGE

The Customer is liable to Access Communications for all calls originating at the Customer's telephone number, regardless of who may originate such calls; for all calls received at the customer's telephone, and for the charges for calls accepted by any person receiving such calls, regardless of who may accept such calls and charges.

BLOCKED ACCESS TO OUR NETWORK

We may immediately, and without notice, block access to our network from, and/or restrict call termination to particular telephone numbers where we are experiencing significant amounts of toll fraud.

TELEPHONE DIRECTORY/DIRECTORY ASSISTANCE

We will make your name, address and telephone number(s) available to publishers of paper and electronic telephone directories and to providers of operator services, in accordance with CRTC requirements. We will not be liable to you or to any third party for any error or omission in any telephone listings, including, without limitation, any error or omission regarding telephone numbers(s), individual name(s) and/or corporate name(s).

Subject to the 9-1-1 system operator exception described below, if you have requested and are paying for an unlisted telephone number, we will not provide your listing information to any directory publisher; or, if you have requested and are paying for a non-published telephone number, we will not provide your listing information to any directory publisher or to providers of operator services. However, we cannot guarantee that these publishers and/or providers will not otherwise receive or obtain your telephone number(s) and address from a source other than us. Your name, address and telephone number(s) will be accessible by 9-1-1 system providers, even if you have requested, and paid for, an unlisted telephone number.

EMERGENCY 9-1-1 SERVICE

Access Communications is directly connected to the Enhanced 9-1-1 (E 9-1-1) system, where E 9-1-1 service is available. A 9-1-1 call is directly routed to the Public Service Answering Point (PSAP) serving the address

provided to us by the customer when telephone service is ordered. If necessary, a 9-1-1 PSAP dispatcher will cause emergency responses from fire, police, and/or ambulance to be dispatched to this address. To ensure appropriate 9-1-1 responses, the adaptor should not be disconnected or moved without notifying Access Communications. **The Customer understands that any breach hereof may result in the 9-1-1 emergency services being unavailable. We are not liable to you or to any third party for your failure to comply with this requirement.** 9-1-1 services will only be unavailable in the event of a disruption or other unavailability of the services:

- i. if your equipment fails or is not configured correctly;
- ii. if you disconnect the equipment from a power source;
- iii. in the event of a network outage or power failure;
- iv. if you tamper with or move your equipment to a location other than your service address; and/or
- v. following suspension or termination of your service.

THE CUSTOMER ACKNOWLEDGES THAT IN NO EVENT SHALL ACCESS COMMUNICATIONS AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CARRIERS BE HELD LIABLE WITH REGARD TO ANY DIRECT OR INDIRECT DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE OPERATION OF THE 9-1-1 SERVICE.

My signature below authorizes Access Communications to transfer the telephone numbers listed on this form from my existing Local Service Provider to Access Communications.

Primary Phone number: _____

Secondary Phone number: _____

I authorize Access Communications to also be my supplier of Long Distance services

Calls to mobile/cellular phones in international destinations or special country code terminations are not part of the unlimited long distance plan and will be billed at higher rates

Name: _____

Address: _____

Account #: _____

ID: _____

ID: _____

Serial #: _____

_____ Date

_____ Access Communications Rep.

_____ Subscriber's Signature