



RESIDENTIAL VOICE SERVICE AGREEMENT UPDATED SEPTEMBER 2019

IMPORTANT NOTICE ABOUT YOUR THAMES VALLEY COMMUNICATIONS VOICE OVER IP (VoIP) VOICE SERVICE:

THAMES VALLEY COMMUNICATIONS (TVC) VOICE SERVICE WILL BE PROVIDED TO YOU OVER THE TVC SYSTEM TO YOUR HOME. TVC WILL PROVIDE A VOICE ADAPTER THAT WILL CONNECT YOUR TELEPHONE (S) TO YOUR CABLE MODEM IN ORDER TO PROVIDE YOU WITH HIGH QUALITY VOICE SERVICE AT YOUR HOME ("VOICE SERVICE"). THE TELEPHONE ADAPTER THAT IS PROVIDED TO YOU IS DESIGNATED EXCLUSIVELY FOR USE IN YOUR HOME. USE FROM ANY OTHER LOCATION IS STRICTLY PROHIBITED AND MAY INTERFERE WITH RECEIPT OF EMERGENCY SERVICES.

ACCORDINGLY, TVC WILL NOT BE HELD LIABLE, IN ANY WAY, IN THE EVENT THAT YOU ATTEMPT TO USE YOUR TELEPHONE ADAPTER TO SUMMON EMERGENCY SERVICES FROM ANY LOCATION OTHER THAN YOUR HOME. TVC WILL NOT BE HELD LIABLE FOR ANY DAMAGES, INJURIES OR LOSS OF LIFE RESULTING FROM, OR EXACERBATED BY AN INABILITY TO REACH EMERGENCY SERVICES PERSONEL, OR BY EMERGENCY SERVICES PERSONEL BEING DELAYED OR UNABLE TO LOCATE YOU IN THE EVENT THAT YOU DIAL 911 VIA A TELEPHONE ADAPTER THAT IS BEING USED FROM ANY LOCATION OTHER THAN THE HOME TO WHICH YOUR SERVICE IS REGISTERED.

EMERGENCY SERVICES - 911 DIALING

TVC 911 Service is different from traditional 911 service.

TVC will route all 911 calls to the Public Safety Answering Point (PSAP), which serves your location, but the Service is different in a number of important ways from traditional 911 or E911 Service as described below. You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in, and limitations of the TVC 911 dialing Service as compared to traditional 911 or E911 dialing. The documentation that accompanies your Telephone Adapter includes stickers concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions to place the 911 Sticker on each telephone that you use with the Service. If you did not receive a 911 Sticker with your documentation, or you require additional 911 Stickers, please contact our customer care department at 860-446-4009.

How Emergency Personnel are Contacted and Physical Location. All 911 calls will be transferred to a PSAP, which serves your location. Enhanced 911 (E911) automatically allow the emergency operator to know the telephone number and address of the dialing party. The Service is designed to provide both your telephone number and address to the emergency operator, but the address the emergency operator will see is the registered service address you designated to TVC when you subscribed for the Service. Therefore, use of the Telephone Adapter from any location other than your registered service address (your home) may provide the emergency operator with incorrect information regarding the location from which you are calling. Use from any address other than your registered service address is strictly prohibited. The location information that is provided by the Service to an emergency operator is always the service address that you provided to TVC when the Service was ordered.

Service Outages.

- (a) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure your Telephone Adapter prior to utilizing the Service, including 911 Dialing.
- (b) Service Outages Due to Internet Outage. Service outages by Internet and network providers to TVC could prevent all Service, including 911 Dialing, from functioning.
- (c) Service Outage Due to Suspension or Termination of Your TVC Account. Service outages due to suspension or

termination of your account will prevent all Service, including 911 Dialing, from functioning. (d) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Residential Voice Agreement. (e) Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

Battery Backup. In the event of a power outage in your home, any battery included in your voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that telephone or other service will be available in all circumstances. In the event of a loss of power that disrupts your local TVC cable system, the battery in your voice-enabled cable modem will not provide back-up service and the telephone service will not be available. For further information, please see TVC's Battery Backup Notice available at <https://www.tvconnect.com/wp-content/uploads/2019/01/IMPORTANT-INFORMATION-ABOUT-TELEPHONE.pdf>

Possible Lack of Automatic Number Identification. It may not be possible for the local emergency personnel to automatically obtain your phone number when you dial 911. The system is configured to send the automatic number identification information; however, one or more telephone companies route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

Possible Lack of Automatic Location Identification. It may not be possible for the local emergency personnel to automatically obtain your registered service address when you dial 911. The system is configured to send the location information; however, one or more telephone companies route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 call may not be able to automatically obtain your address and direct emergency personnel if the call is dropped or disconnected or if you are unable to speak to tell the operator your address or if the Service is not operational for any reason.

DISCLAIMER OF LIABILITY AND INDEMNIFICATION. WE DO NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. WE DISCLAIM ALL RESPONSIBILITY FOR THE CONDUCT OF EMERGENCY RESPONSE CENTERS. WE RELY ON THIRD PARTIES TO ASSIST US IN ROUTING 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER TVC NOR ITS 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 OUR SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TVC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING, INCORRECTLY ROUTED 911 CALLS, AND/OR THE INABILITY OF ANY USER OF THE SERVICE TO BE ABLE TO USE 911 DIALING OR ACCESS EMERGENCY SERVICE PERSONNEL.

Alternate 911 Arrangements. If you are not comfortable with the limitations of 911 dialing with the Service, you should consider having an alternate means to summon emergency services or terminating the Service.

Home Security Systems: If you have a centrally monitored home security system, TVC will make reasonable efforts to wire the system to allow the operation of your existing home security system; however, TVC cannot guarantee that any such system will be in complete operational order following the installation without a complete test to your central station. Therefore, it is strongly suggested and your obligation to contact your home security system provider to inform

them of a change in providers and to request a complete operational test of such system immediately following installation of the Voice Service. In addition, it is your responsibility to test your security system on a regular basis. In the event of power outage or network outage (whether unplanned or maintenance related) cable related Service, including any home security system which uses the Voice Service to connect to central station monitoring, will not function. As set forth in Section 11, you may install an uninterruptible power system.

This agreement is incorporated into the Residential Customer Agreement and applies to Customers that subscriber to Voice Services. TVC agrees to provide Voice Services to the Customer that are provided by the TVC System under the following terms and conditions:

1. Voice Service

- a. TVC provides residential Voice Service to TVC residential customers that are served by Thames Valley Communications Internet Service.
- b. This document describes the agreement between TVC and subscribers to Voice Service (“Residential Voice Agreement”).
- c. This Residential Voice Agreement governs both the Voice Service and the telephone adapter (“Telephone Adapter”) that will be used in conjunction with the Voice Service.
- d. By activating the Voice Service, you acknowledge that you have read and understand and agree to the terms and conditions of this Residential Voice Agreement, and that you are of legal age to enter this Residential Voice Agreement and become bound by its terms.

2. Term

- a. Voice Service is offered month to month and TVC will bill accordingly; your billing will begin on the date that TVC activates your Voice Service and continue monthly until canceled.
- b. Terms of this Residential Voice Agreement govern your Voice Service until canceled and automatically renew on the same day each month without further action by you unless you provide TVC written notice of non-renewal at least ten (10) days before the beginning of your billing month.

3. Subscriber Liability – By registering for Voice Service you accept liability for all use of Voice Service and the Telephone Adapter that is provided to you whether it is incurred by yourself or by any person making use of the service or Telephone Adapter provided to you.

4. Residential use of service and Telephone Adapter

- a. The Voice Service and Telephone Adapter that are provided to you as a residential subscriber are for personal, residential, non-business and non-professional use.
- b. The Voice Service and Telephone Adapter are not for use in conjunction with any commercial or governmental activities whether profit-making or non-profit. Prohibited activities include but are not limited to running a home office, running a business from home, sales, tele-commuting, call center operations, and telemarketing including 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 are not allowed.
- c. The Voice Service that will be provided to you are not to be provided by you to anyone else for a fee, they are not to be resold, and your responsibility for service is not transferable to any other person or entity for any purpose.
- d. In the event that you use the service for any unauthorized purposes you will be obligated to pay list business rates for service for all periods, including past periods, in which you use, or used, the service for any unauthorized purpose.
- e. TVC reserves the right to immediately terminate or modify the service without prior notice if TVC concludes, at its sole discretion, that the Voice Service is being used for any unauthorized use or in any unauthorized or objectionable manner.

5. Lawful use of Voice Service and Telephone Adapter - You agree to use the Voice Service and Telephone Adapter only for lawful purposes and in accordance with the terms and conditions of this Residential Voice Agreement. You agree not to use them for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material:

- a. Would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law
- b. Encourage conduct that would constitute a criminal offense, give rise to a civil liability, or

otherwise violate any applicable local, state, national or international law.

- c. TVC reserves the right to terminate your Voice Service immediately and without advance notice if TVC receives a request to do so from an authorized authority, court or law enforcement agency.
- d. TVC will take reasonable care to avoid knowing the content of any transmission over the network, however, in the event that TVC becomes aware of any transmission over the network, and has reason to believe that the content being transmitted is indicative of unlawful behavior, TVC reserves the right to notify law enforcement of the nature of the content and the participants in the transmission.
- e. If TVC is required by a court order to provide any usage records or the content of any transmissions, TVC will forward the requested material, including personally identifiable information in fulfillment of the court order.
- f. In the event that unlawful behavior is reasonably suspected, TVC reserves the right to immediately terminate Voice Service without prior notice.

6. Tampering with the Telephone Adapter or Voice Service

- a. You agree not to tamper with, or alter in any way the electronic serial number or equipment identifier of the Telephone Adapter.
- b. You agree not to attempt to hack or disrupt the service or to make any use of the service that is inconsistent with its intended purpose as residential Voice Service.
- c. TVC reserves the right to immediately terminate your service without prior notice in the event that you tamper with the Telephone Adapter.

7. Theft of Voice Service

- a. Subscribers are required to notify TVC immediately by calling the TVC customer support line at 860- 446-4009, if the Telephone Adapter is stolen or if you become aware at any time that your Voice Service is being stolen or fraudulently used. When you call, you must provide your account information and a detailed description of the circumstances of the theft of the Telephone Adapter, or the circumstances of the fraudulent use of service.
- b. Failure to notify TVC in a timely manner may result in additional charges to you.
- c. Until such time as TVC receives notice of the theft or fraudulent use, you will be liable for all use of the Voice Service using a Telephone Adapter stolen from you and any and all stolen Voice Service or fraudulent use of the Voice Service.

8. Return of Telephone Adapter

- a. The Telephone Adapter must be returned to TVC within fourteen (14) days of the termination of Voice Service or a charge of \$120.00 will be applied to your account.
- b. The Telephone Adapter must not be damaged, reasonable surface wear excluded.
- c. All accessories, documentation and packaging materials must be returned.
- d. If mailed, the subscriber is responsible for the cost and risk of shipping of the Telephone Adapter.

9. Number transfer on service termination - Upon termination of Voice Service TVC will release your telephone number to a new provider under the following conditions.

- a. The new provider must request the telephone number.
- b. The new provider must be able to accept the number.
- c. Your account must be current.

10. Service Location - Voice Service shall not be used from any location other than the home at which the Voice Service is subscribed.

11. Copyright / Trademark / Unauthorized Usage of Telephone Adapter, Firmware or Software

- a. Voice Service, the Telephone Adapter, and any imbedded firmware or software used to provide Voice Service and all information, documents and materials on TVC's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions.
- b. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") shall remain the exclusive property of their respective owners and nothing in

this Residential Voice Agreement shall grant you the right or license to use any such marks.

- c. You acknowledge that you are not given any license to use the firmware or software used to provide the service or provided to you in conjunction with providing the service, or embedded in the Telephone Adapter, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Residential Voice Agreement.
- d. You expressly agree that the Telephone Adapter is exclusively for use in connection with Voice Service, and that TVC will not provide any passwords, codes or other information or assistance that would enable you to use the Telephone Adapter for any other purpose.
- e. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
- f. If you decide to use the service through an interface device other than the Telephone Adapter provided by TVC, which TVC reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the service and you will indemnify and hold harmless TVC against any and all liability arising out of your use of such interface device with the service.

12. Service Distinctions - You acknowledge and understand that the TVC Voice Service is subject to different regulatory treatment than Voice Service provided by Local Exchange Carriers. This fact may limit or otherwise affect your rights of redress before Federal or State telecommunications regulatory agencies.

13. Ownership and Risk of Loss – TVC owns the Telephone Adapter and leases it to you; however you are fully responsible for the Telephone Adapter and bear all risk of loss, theft or damage from the time it is provided to you until the time (if any) when it is returned by you to TVC.

14. Special Calling Services

- a. Voice Service provides access to directory assistance via 411.
- b. Voice Service provides access to Emergency services via 911.
- c. Voice Service provides access to operator services.
- d. Voice Service allows international dialing.
- e. Voice Service does not support collect calls, third party billing or calling card calls, and Voice Service may not support some x11 calls.
- f. Voice Service provides unlimited calling within the Continental United States and Canada. Direct dial international calls are available at additional per minute charges. For a complete list of the services and features provided and the applicable rate or charges, please refer to TVC's website at www.tvconnect.com/services/phone. Services, features, rates and charges may change from time to time. See Section 16.

15. Cancelled Order - If you cancel an order for Voice Service prior to scheduled initiation, TVC is not responsible for any consequences, which may include inability to make telephone calls using your home phone and loss of the use of the assigned telephone number.

16. CHANGES TO THIS RESIDENTIAL VOICE AGREEMENT - TVC may change the terms and conditions of this Residential Voice Agreement from time to time. Notices will be considered given and effective once an updated version of this Residential Voice Agreement is posted on the TVC website, and a notice of the change is posted to the main page of the website at www.tvconnect.com. Such changes will become binding on the date of the notice is posted. No further notice by TVC is required. The Residential Voice Agreement, once posted, will supersede all previous Residential Voice Agreements.

17. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

- a. Billing Disputes - You may review your utilization of Voice Service by logging into your account at www.mydigitalservices.com/. In the event that you dispute any of the charges, you must provide an explanation of the exact charges that you dispute to TVC, in writing, within 7 days.
- b. Termination/Discontinuance of service - TVC reserves the right to suspend or discontinue providing the service generally, or to terminate your Voice Service, at any time in its sole discretion. If TVC discontinues providing the service generally, or terminates your service in its discretion without a

stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your service is terminated for any stated reason, including without limitation violation of this Residential Voice Agreement, or because of any improper use of the service or Telephone Adapter (such as, but not limited to, your attempts to hack, disrupt, or misuse the service or your acts or omissions that violate any acceptable use policy of TVC or of a third party provider to which TVC is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable.

- c. Taxes and Fees - You are responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Voice Service or a Telephone Adapter. This fees include, but are not limited to, public, educational, and governmental access, universal service fund, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of Voice Service. Such amounts are in addition to payment for the Voice Service or Telephone Adapters and will be billed to your credit card as set forth in this Residential Voice Agreement. If you are exempt from payment of such taxes, you shall provide TVC with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date TVC receives such certificate.
- d. Discontinuation of service – In the event that you elect to discontinue your Voice Service, you must notify within 10 days prior to the end of your billing month and return your Telephone Adapter to TVC within 14 days after the end of your billing month, or you will be billed for the Telephone Adapter. You may provide the notice in person at the company's business office, by telephone, or by U.S. mail.
- e. In the event that TVC elects to discontinue your TVC Voice Service, you must return your Telephone Adapter to TVC within 14 days or you will be billed for the Telephone Adapter.
- f. Payphone and Toll-Free Charges – You acknowledge and agree that TVC is entitled to recover from you any charges imposed on TVC by payphone owners or operators, either directly or indirectly through TVC's suppliers in connection with "collect" or "person to person" or "toll free" calls made to your number, or any charges imposed on TVC by its suppliers to recover such costs. TVC may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion, as TVC deems appropriate for the recovery of these costs.
- g. Charges for Directory Calls - TVC will charge a fee for each call made to directory assistance. Please check rate schedule as published at www.tvconnect.com/services/phone.

18. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

- a. **Limitation of Liability** - TVC shall not be liable for any delay or failure to provide the Voice Service, including 911 dialing, at any time or from time to time, or for any interruption or degradation of voice quality that is caused by any of the following:
 - i. act or omission of an underlying carrier, service provider, vendor or other third party;
 - ii. equipment, network or facility failure;
 - iii. equipment, network or facility upgrade or modification;
 - iv. force majeure events such as (but not limited to) acts of God; strikes; fire; war; riot; government actions;
 - v. equipment, network or facility shortage;
 - vi. equipment or facility relocation;
 - vii. service, equipment, network or facility failure caused by the loss of power to Customer;
 - viii. outage of Customers or broadband service provider;
 - ix. act or omission of Customer or any person using the service or Telephone Adapter provided to Customer; or any other cause that is beyond TVC's control, including without limitation a failure of or defect in any Telephone Adapter, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.
- b. TVC's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to TVC's performance or nonperformance hereunder or (iii) any TVC act or omission in connection with the

subject matter hereof shall in no event exceed Voice Service charges with respect to the affected time period.

- c. **DISCLAIMER OF DAMAGES** - IN NO EVENT SHALL TVC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS RESIDENTIAL VOICE AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, TVCECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT TVC WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.
- d. **INDEMNIFICATION** - CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TVC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS RESIDENTIAL VOICE AGREEMENT OR THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF CUSTOMER'S SERVICE, RELATING TO THIS RESIDENTIAL VOICE AGREEMENT, THE SERVICES, INCLUDING 911 DIALING, OR THE TELEPHONE ADAPTER. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS RESIDENTIAL VOICE AGREEMENT.
- e. **NO WARRANTIES ON SERVICE** - TVC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, TVC DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND/OR DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER TVC NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS RESIDENTIAL VOICE AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TVC'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF TVC'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR ADAPTOR, IF ANY, BY TVC OR TVC'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.
- f. **No Third Party Beneficiaries** - No provision of this Residential Voice Agreement provides any person or entity not a party to this Residential Voice Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.
- g. **Content** - You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Voice Service. You shall assure that your or User's use of the Voice Service and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. TVC reserves the right to terminate or suspend affected services, and/or remove

your or Users' content from the services, if TVC determines that such use or content doer not conform with the requirements set forth in this Residential Voice Agreement or interferes with TVC's ability to provide Voice Services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. TVC's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold TVC against any and all liability arising from the content transmitted by or to you or to Users using the services. A "User" means any person, whether authorized or unauthorized, using the Voice Service and/or Telephone Adapter provided to you.