



## OHIO.NET TERMS OF SERVICE

These Terms of Service are the agreement ("Agreement") between OHIO.NET ("we," "us" or "OHIO.NET") and the user ("you," "user" or "Customer") of OHIO.NET DIGITAL PHONE's residential or business communications services and products ("Service"). This Agreement covers both the Service and any devices, such as an IP phone, Terminal Adapter or any other device ("Device" or "Equipment"), used with the OHIO.NET DIGITAL PHONE.

**BY USING OHIO.NET DIGITAL PHONE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**SERVICE Term of Service.** Service is offered on a monthly basis starting with the first full month your OHIO.NET DIGITAL PHONE is activated. Subsequent terms of this Agreement automatically renew on a monthly basis unless you provide notice of disconnection. You are purchasing the Service and will be responsible for the all service charges, including unbilled charges, plus a termination fee, if applicable.

**Residential.** OHIO.NET DIGITAL PHONE residential services provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. OHIO.NET DIGITAL PHONE is not for use with auto-dialing, continuous or extensive call forwarding, telemarketing, fax or voicemail broadcasting or fax or voicemail blasting. OHIO.NET may immediately terminate or modify your Service if we determine, at our discretion, or at any time usage is inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device that was inconsistent with normal residential use.

**Business.** If you subscribe to OHIO.NET DIGITAL PHONE Business services are provided to you as a business user. You shall not resell or transfer the Service or the Device to another party without our prior written consent. OHIO.NET DIGITAL PHONE is not for use with auto-dialing, continuous or extensive call forwarding, telemarketing, fax or voicemail broadcasting or fax or voicemail blasting. OHIO.NET may immediately terminate or modify your Service if we determine, at our discretion, or at any time usage is inconsistent with normal business usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device that was inconsistent with normal business use.

### Prohibited Uses.

**(a) Unlawful.** You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, OHIO.NET DIGITAL PHONE will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

**(b) Inappropriate Conduct.** You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, OHIO.NET DIGITAL PHONE will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

**Service Outside the United States.** Although we encourage you to use of the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States. If you use the Service or the Device outside of the United States, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device outside of the United States.

**Service Definition.** OHIO.NET DIGITAL PHONE is not a telecommunications service and we provide it on a best efforts basis. Important distinctions exist between telecommunications service and the OHIO.NET DIGITAL PHONE offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

**Ownership and Risk of Loss.** User will bear all risk of loss of, theft of, casualty to or damage, for entire length of service in accordance with this Agreement.

**Operator Assisted Calling; May Not Support x11 Calling.** The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

**Third Party Billed Calling; Not Supporting 900/976 Calling.** The Service will not support third party billed services in one or more (or all) service areas.

**Home Security Systems.** The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business.

**Incompatible Broadband.** You acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

### EMERGENCY SERVICES - 911 DIALING

**Traditional 911 or E911 Dialing Service.** The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as "911 Dialing" which is a limited emergency calling service available only on OHIO.NET DIGITAL PHONE-certified Devices or Equipment. The 911 Dialing feature cannot be used in conjunction with an OHIO.NET DIGITAL PHONE Soft Phone. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each OHIO.NET DIGITAL phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under "Features," and below. You shall 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 OHIO.NET DIGITAL PHONE 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at 330-658-2121.

**Physical Location** For each phone number that you use for the Service, you must register with OHIO.NET DIGITAL PHONE the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may contact us to update your records at 330-658-2121. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

**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 the Device prior to utilizing the Service, including 911 Dialing.

**Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service.** Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

**Service Outage Due to Suspension or Termination of Your OHIO.NET DIGITAL PHONE Account.** Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

**Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that OHIO.NET DIGITAL PHONE is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, that may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

**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 Agreement.

**Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. 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 OHIO.NET DIGITAL PHONE 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 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless OHIO.NET DIGITAL PHONE, 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 Dialing 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 the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

**Charges for Directory Calls (411).** We will charge you \$0.95 for each call made to OHIO.NET DIGITAL PHONE directory assistance.

**INDEMNIFICATION; WARRANTIES Limitation of Liability.** We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by, but not limited to, any of the following:  
an act or omission of an underlying carrier, service provider, vendor or other third party;  
equipment, network or facility failure;  
equipment, network or facility upgrade or modification;  
acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;  
equipment, network or facility shortage;  
equipment or facility relocation;  
service, equipment, network or facility failure caused by the loss of power to you;  
any act or omission by you or any person using the Service or Device provided to you  
any other cause that is beyond our control, including, without limitation, a failure of or defect in any

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

IN NO EVENT WILL OHIO.NET DIGITAL PHONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, 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 ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. 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 WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

OHIO.NET DIGITAL PHONE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR INFRINGEMENT OR ANY WARRANTY ARISING BY USE, WE DO NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER OHIO.NET DIGITAL PHONE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR 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 OHIO.NET DIGITAL PHONE'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY OHIO.NET DIGITAL PHONE OR OHIO.NET DIGITAL PHONE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

## **NUMBER PORT AND PREVIOUS SERVICE CANCELLATION**

Upon successful port of phone numbers, the customer is responsible to confirm cancellation of service with the losing carrier. Number ports that are canceled by a customer request after the LOA is submitted to the carrier are subject to a number porting fee due to the added port cancellation fee assessed by the porting carrier. A porting push (change of port date) is not subject to additional fees.

## **SIP TRUNK ADDENDUM TO TERMS OF SERVICE**

**911 Call Completion.** Two-way SIP Trunks also include static 911 services, 411, Operator services, inbound caller id, caller location or white page listing. These services require Customer to provide their own legitimate service address. Only TN's (Outbound Phone Numbers) or Toll-Free TN's provided by Ohio.net, or ported to the Ohio.net network, or numbers identified by the customer can be used in conjunction with this service. Any TN sent to the sip trunks for use in a 911 call is subject to a service charge for each incident.

All special configurations are subject to Ohio.net's approval and Ohio.net reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of Ohio.net's network may be blocked by Ohio.net.

**National Call Center service.** Customer systems sending a non-registered TN to either E911 or basic 911, emergency calls placed using the digits 9-1-1 will be sent to a national emergency call center. A trained agent at the emergency call center will ask for caller's name, telephone number, and location and then transfer the caller to the appropriate local emergency center or otherwise determine the best way to provide emergency services to the caller. Like Basic 911, the trained operators answering calls in the national call center will not have automatic access to the caller's telephone number, so the caller must be prepared to provide this information.

**DISCLAIMER OF LIABILITY:**

CUSTOMER ACKNOWLEDGES AND AGREES THAT SIP SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TN ASSOCIATED WITH THE TWO-WAY SIP TRUNKING SERVICE FOR THE REGISTERED ADDRESS, IN THE 'USERPART' OF THE 'FROM URI' CONTAINED IN THE SIP 'FROM' HEADER.

CUSTOMER ACKNOWLEDGES THAT THE BANDWIDTH TWO-WAY SIP TRUNK SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS UNDERLYING CARRIER, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS Ohio.net FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY BADNWIDTH.COM FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

**Signature of Authorization**

I have received and understand the Terms of Service document regarding use of voice over IP service.

X

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date