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2. TERMS AND CONDITIONS

2.1	Application		
.1	This Product Catalog sets forth the prices, charges, terms and conditions under which BRETTON WOODS TELEPHONE COMPANY, INC. ("BWTC" or "Company") agrees to provide the services described herein to its customers ("customer," "you" or "your") and under which its customers agree to purchase and use the services. These General Terms and Conditions apply to all services in this Product Catalog.		
.2	This Product Catalog is available at http://www.bwtc.net . Further information regarding the terms and conditions applicable to a service can be obtained by calling BWTC at 603-278-9911 for residential and business customers.		
.3	This Product Catalog becomes a binding contract following customer acceptance of the terms and conditions applicable to each service ordered by customer. Customer is deemed to have accepted such terms and conditions of this Product Catalog upon customer's order of, use of, or payment for the service.		
.4	Unless expressly stated otherwise, this Product Catalog also applies to customers who have entered into a separate contract for services for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in this Product Catalog, the terms in the separate contract shall control with respect to services subject to that contract.		
2.2	General Provisions		
.1	Services. "Service" or "services" means all retail products and services offered by BWTC in New Hampshire for which the prices, charges, terms and conditions of sale are specified in this Product Catalog, except where the context indicates otherwise.		
.2	Prices/Rates. Customers are responsible for all charges associated with the services and rate plan selected, including all taxes, fees, surcharges, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the services. Such amounts are subject to change without notice to customer, except as may be required by law. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services will be assessed at BWTC's current prices and such charges are also subject to change without notice to customer, except as may be required by law. Promotional pricing and terms expire in accordance with the terms applicable to each promotion, without further notice to customer.		
.3	Unauthorized Use. BWTC shall not be liable for any damages, including charges for services that customer may incur, resulting from the unauthorized use or misuse of the services by customer's family, guests, employees, third parties, or the public. Customer shall remain responsible for all charges for service to the extent permitted by law.		
.4	Indemnification. Customer agrees to defend, indemnify and hold BWTC, its employees, officers, board of director members, affiliates and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever, arising from any use of the services by customer or any person customer permits to use the services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, any modification or combination of the services with other products or services not provided by BWTC, any modification of the services or any infringement of intellectual property.		

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<p>2.2 General Provisions (Continued)</p> <p>.5 WARRANTY DISCLAIMERS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PRODUCT CATALOG, BWTC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF BWTC KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BWTC DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.</p> <p>.6 LIMITATION OF LIABILITY</p> <p>a. EXCEPT FOR DAMAGES RESULTING FROM THE UNAUTHORIZED OR ILLEGAL USE OF THE SERVICES BY CUSTOMER OR CUSTOMER'S FAMILY, GUESTS OR EMPLOYEES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>b. EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:</p> <ol style="list-style-type: none">1. FOR DAMAGES DUE TO FAILURES OR DISRUPTIONS IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE PRODUCT CATALOG, THE CHARGES FOR THE AFFECTED SERVICES PRORATED FOR THE PERIOD OF THE FAILURE;2. FOR DAMAGE TO REAL OR PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;3. FOR INDEMNITY, THE REMEDIES SET FORTH HEREIN;4. FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;5. FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS PRODUCT CATALOG, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE-MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO BWTC FOR THE ONE-MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION FOR THE SERVICE UNDER THIS PRODUCT CATALOG THAT GAVE RISE TO THE CLAIM. <p>c. NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO BWTC FOR ANY AND ALL CHARGES INCURRED FOR THE SERVICES.</p>		
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<p>2.3 Limitations and Use of Service</p> <p>.1 Customer Obligations</p> <p>a. Service is furnished by BWTC subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if BWTC receives other evidence that such service is being or will be so used.</p> <p>b. Accessories which aid a customer's convenience in the use of BWTC's services are permissible provided any such accessory does not endanger the safety of BWTC employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of BWTC; or interfere with the proper functioning of such equipment or facilities; or impair the operation of BWTC's network or otherwise injure the public in its use of BWTC's services.</p> <p>c. Customer-provided terminal equipment may be used and customer-provided communications systems may be connected to BWTC's facilities, as provided in Section 13 of this Product Catalog.</p> <p>.2 Assignment of Service</p> <p>Customer shall not transfer, assign or resell a service without the prior written consent of BWTC. BWTC may freely assign or transfer all or part of its rights under this Product Catalog without notice to customer, unless otherwise required by law.</p>		
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<p>2.3 Limitations and Use of Service (Continued)</p> <p>.3 Cancellation of Service for Cause</p> <p>a. BWTC may, with or without notice, suspend or terminate a customer's service and remove any of its equipment from the customer's premises.</p> <p>1. BWTC may terminate or suspend service without notice if the customer abandons the service or uses the service in such a way as to impair or interfere with the service of other customers, or in an unlawful, fraudulent or otherwise improper manner.</p> <p>2. BWTC may terminate or suspend service with notice if a customer:</p> <p>a. Fails to make a deposit as required by this Product Guide.</p> <p>b. Fails to pay any sum due for service, except that the following shall not constitute sufficient cause for cancellation or suspension of service:</p> <p>1. Nonpayment of charges for service by a previous occupant of the customer's premises, unless the customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and shall benefit from the current service.</p> <p>2. Nonpayment of charges for separate telephone service of another customer in the same residence.</p> <p>3. Nonpayment of administrative charges as provided in Section 2.5.3b 1.</p> <p>c. Violates any other terms or conditions applying to customer's service.</p> <p>b. If BWTC refuses to establish service or terminates service, BWTC shall notify the applicant or customer in writing of the reasons(s) for such refusal or termination.</p> <p>c. Cancellation of Service Due to Network Changes:</p> <p>1. BWTC may cancel a customer's service, on thirty (30) days' notice, if:</p> <p>a. BWTC determines that network facilities that provide the customer's existing service will no longer be used to serve the customer's premises and alternative facilities that BWTC determines to use are not available; or</p> <p>b. BWTC determines that network facilities that provide the customer's existing service will no longer be used to serve the customer's premises, alternative facilities that BWTC determines to use are available, and the customer does not agree, within the time period specified by BWTC, to receive voice (which may be the same or different from the customer's existing service) over the alternative facilities.</p> <p>.4 Cancellation of Service by Customer</p> <p>Subscribers of services based on packet, optical and wave technology, including Frame Relay Service, Transparent LAN Services, Asynchronous Transfer Mode Cell Relay Service (ATMCRS), and data services in bandwidths greater than 1.5 Mbps may cancel such services by giving thirty (30) days' notice in writing. If the service is cancelled during a term contract, customer may be liable for Termination charges as described in charges as provided in Product Guide. Subscriber requests to disconnect services may be submitted via the Telephone Company's online account management tool, at http://www.bwtc.net. Notice is deemed effective only if the subscriber receives confirmation of receipt from the Telephone Company; subscriber should contact its account representative or Telephone Company's customer service if it does not receive such confirmation within two business days.</p>		
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<p>2.4 Establishment and Furnishing of Service</p> <p>.1 Availability of Facilities</p> <p>a. BWTC may determine, in its sole discretion, which network facilities (for example, copper or fiber) will be used to provide service. BWTC shall furnish service at its discretion, subject to the availability of the facilities BWTC has determined to use.</p> <p>b. The rates and charges quoted in this Product Guide provide for the furnishing of service and facilities where suitable facilities are available and are subject to any other applicable Product Guide provisions.</p> <p>c. When providing services under this Product Guide would involve extending Company facilities to an applicant's property or would otherwise be uneconomical or not justified based on economic factors, as determined in the Company's sole discretion, the Company in its discretion may provide the services upon the application for service and payment of construction charges as determined by the Company in accordance with the regulations set forth in Section 5, "Charges Applicable Under Special Conditions," except as otherwise specified.</p> <p>d. In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Service. If, in its best judgment, the Company deems it necessary to preempt, then the Company will ensure that:</p> <ol style="list-style-type: none">1. The service(s) preempted have a lower or do not contain NSEP assigned priority levels.2. Reasonable effort is made to notify the preempted service customer of the action to be taken.3. A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.5.4. <p>.2 Flat and Measured Rate Service</p> <p>a. Individual Lines</p> <ol style="list-style-type: none">1. When flat, message, or measured service rate lines are available, a business and/or residential customer may select only one type of service.2. In compliance with RSA:H-8 services may not be installed in multiple locations.3. A combination of both flat and message rate or measured service may be furnished on the same premises to unaffiliated customers where none of the customers have access on either an incoming or outgoing basis to the other's service. A combination of flat and message rate or measured service will not be furnished on the same premises to the same business and/or residential customer.	
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<p>2.4 Establishment and Furnishing of Service (Continued)</p> <p>Flat and Message Rate Service (Continued)</p> <p>a. Individual Lines (Continued)</p> <p>3. Flat Rate Business and/or Residential lines:</p> <p>a. Are available based on description set forth in Section 2.4.4.</p> <p>b. In no case will Flat rate Business or Residential lines be provided in connection with PBX systems.</p> <p>4. Message rate lines:</p> <p>a. Service is obsolete and no longer available as of December 16, 2012</p> <p>b. Private Branch Exchange Trunk Lines</p> <p>1. Message rate PBX trunks line service is obsolete and no longer available as of December 16, 2012.</p> <p>2. Flat rate PBX trunks are available in connection with PBX service at business locations.</p> <p>3. Flat rate PBX trunks are the only lines available in connection with PBX service at hotels, motels, inns, guesthouses and the like, for the use of guests.</p> <p>4. For administrative use at locations as listed in the preceding paragraph, flat rate PBX trunks are available for termination on PBX systems.</p> <p>c. When an IntraLATA Interexchange Private Line or Private Bypass facility is connected to a device capable of and intended to complete calls into the Local Exchange Network, there will be an additional Measured or Message charge associated with the flat rate Exchange Service Rate for that device (e.g., the PBX trunk in the case of a PBX) as specified in Section 3 of this Product Guide.</p>		
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2.4	Establishment and Furnishing of Service (Continued)	
.3	Application for Service	
a.	BWTC shall accept orders for new service, changes to existing service, and orders to discontinue service only from the customer or any representative duly authorized by the customer.	
b.	Orders for service shall be made in the manner prescribed by BWTC. A new customer must provide proof of identity acceptable to BWTC.	
c.	Where the applicant has any past due or unpaid accounts with BWTC, the application for service may be rejected until the amount due is paid in full and the amount required for advance payment or deposit has been paid. If service has already been established, BWTC may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.	
d.	Where an application for service is canceled prior to the start of installation or special construction of facilities, no charge applies.	
e.	Where costs for installation, rearrangement, or modification of facilities or equipment, other than those included as part of special construction, have been incurred prior to the cancellation, the charge specified in (1) or (2) below, whichever is lower, applies.	
1.	A charge equal to the estimated costs incurred.	
2.	The charge for the minimum period of the service ordered by the customer as provided in this Product Guide, plus the full amount of any termination charges applicable.	
f.	When a customer requests a change in location of all or part of the facilities covered by a service order, or requests additions, rearrangements or modifications of existing service and equipment prior to completion of the work involved, the customer shall pay the difference between the total costs incurred by BWTC in completing the work involved and the costs that would have been incurred had the final location of the facilities been specified initially.	

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2.4	Establishment and Furnishing of Service (Continued)		
.4	Application of Rates for Business and Residence Service		
a.	Business rates apply at business locations and residence rates apply at residence locations.		
b.	Business rates apply whenever the service is used primarily or substantially in a business, professional, institutional or otherwise occupational nature or where the directory listing indicates business use.		
c.	Locations at which business rates apply include, but are not limited to:		
1.	Offices, stores, factories, rental properties and all other places of a strictly business nature.		
2.	Boarding houses, except as modified under 2.4.4.d.2 below; offices of hotels, motels, halls, lodge and offices of apartment houses, quarters occupied by clubs and fraternal societies, except as modified under 2.4.4.d.2; schools, municipal offices, nursing homes, libraries and in churches.		
3.	Those where a business designation is provided or when any title indicating a trade or profession is listed in the telephone directory or in other advertising, except as modified under 2.4.4.d.3 below.		
d.	Residence rates apply for:		
1.	Private residences (owner occupied) where a business listing in the telephone directory or business advertising is not utilized.		
2.	Private apartments within hotels, clubs and boarding houses where service is confined to the domestic use of the customer and business listings are not employed.		
3.	The place of residence of a clergyman, physician, registered or practical nurse, midwife, dentist, veterinary surgeon or other medical practitioner or religious practitioner, provided the service is not installed in that portion of the customer's residence which is used as an office, but is located in the customer's domestic establishment, and provided no business designation is employed. Titles such as "Dr.", "Rev.", "Judge", and "Professor" are not considered business designations.		

2. TERMS AND CONDITIONS

2.4	Establishment and Furnishing of Service (Continued)		
.4	Application of Rates for Business and Residence Service (Continued)		
	d. Residence rates apply for: (Continued)		
	4. Private stable or garage when strictly a part of the customer's domestic establishment.		
	e. A change from residence to business service may be made without a change in telephone number. Service charges, which apply for such changes, are included in Section 4. of this Product Guide.		
	f. A change from business service to residence service may be made only in the event of a change in the customer's arrangements which would entitle the customer to a residence classification of service. In such instances, a new telephone number is assigned to the reclassified service.		
.5	Transfer of Service between Customers		
	a. An existing customer may transfer service to a new customer so long as there is no lapse in the provision of service. The Network Access Change Charge, as specified in Section 4.6 of this Product Guide, will apply to the new customer's account for such a transfer.		
	b. If existing service is transferred to a new customer, the assigned telephone number may be retained by the new customer only if the former customer consents and an acceptable arrangement is made to pay all outstanding charges on the account.		

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<p>2.4 Establishment and Furnishing of Service (Continued)</p> <p>.6 Initial Service Periods</p> <p>a. Unless otherwise specified herein or in a separate service contract, a rate specified for a service is a monthly rate and the initial service period is one month commencing on the date service is installed.</p> <p>b. A service for which no early termination charge is specified may be terminated prior to the expiration of the initial term of service provided reasonable written notice of termination is provided by the customer and payment of all accrued charges is made.</p> <p>.7 Floor Space, Electric Power and Operations at the Customer's Premises</p> <p>a. The customer is responsible for the provision, maintenance, and expense of all space and floor arrangements required on customer's premises for the BWTC facilities required to provide services. Suitable power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the customer.</p> <p>b. In the event of a power failure, no allowance is made for interruption of service. BWTC shall not be liable for any damage to the customer's premises resulting from or arising out of the customer-provided power supply.</p> <p>c. All operations required by the customer to use the communications facilities provided by BWTC shall be performed at customer's expense and must conform to the operating practices and procedures of BWTC to maintain a proper standard of service.</p>		
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<p>2.4 Establishment and Furnishing of Service (Continued)</p> <p>.8 Provision and Ownership of Equipment and Facilities</p> <p>a. Equipment and facilities furnished by BWTC are the property of BWTC and, except as otherwise provided, herein shall be installed, maintained and removed by BWTC. Customer shall provide BWTC access to such equipment and facilities on reasonable terms.</p> <p>b. Customers may not disconnect or remove, or permit others to disconnect or remove any equipment installed by BWTC, except as expressly provided in this Product Guide or upon the written consent of BWTC.</p> <p>.9 Provision and Ownership of Telephone Numbers</p> <p>Telephone numbers are used to facilitate use of the services provided by BWTC. A customer has no ownership interest in a telephone number or any other call number designation associated with services furnished by BWTC, and no right to the continuance of service through any particular central office. BWTC reserves the right to change telephone numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever BWTC deems it necessary to do so. Each customer acknowledges and consents to the disclosure of the telephone number (whether published, nonpublished or nonlisted) and associated name and address for use in connection with Emergency Reporting Services (i.e., Basic and Enhanced 911) and upon demand of lawful authority.</p>	
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<p>2.4 Establishment and Furnishing of Service (Continued)</p> <p>.10 Work Performed Outside Regular Working Hours</p> <p>Whenever a customer requests that work associated with the provision of service be performed outside BWTC's regular working hours; or that BWTC expedite the installation or rearrangement of service; or that work once begun be interrupted, so that BWTC incurs costs that would not otherwise have been incurred, the customer may be required to pay, in addition to the standard rates and charges otherwise applicable for the service, the amount of additional costs incurred by BWTC to meet the customer's special requirements.</p> <p>.11 Vacation Service – Business and/or Residential</p> <p>a. General</p> <ol style="list-style-type: none">1. Vacation Service permits Business and/or Residential customers to temporarily suspend their service and retain the existing telephone number. It is available to flat rate individual line service.2. Customers who subscribe to Message Rate Service or the Basic Calling Plan of BWTC are not eligible for Vacation Service. PBX, Centrex, Foreign Central Office (FCO) and Foreign Exchange (FX) services are not eligible for Vacation Service.3. Vacation Service is provided only where required facilities are available.4. Vacation Service is not available for periods of less than one (1) month or greater than six (6) months. Regular service must be active for at least one hundred eighty (180) days in a calendar year. Vacation service will not apply during the first ninety (90) day service period.5. No outward or inward service is provided during the period of Vacation Service. At the request of the customer, inward calls to a location at which service is suspended may be referred by electronic announcement to the call number of another location in the same or a distant exchange.6. Monthly bills for line service are rendered at the Vacation Service rate during the Vacation Service period and are to be paid in accordance with regular collection practices.7. During the period of Vacation Service, no installations, moves, changes or maintenance are permitted. Changes to a billing address are permissible.8. Unless the customer specifically requests a service restoration date earlier than the latest permissible restoration, complete service and billing will be restored on the last day of the maximum allowable vacation period of six (6) months.	
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<p>2.4 Establishment and Furnishing of Service (Continued)</p> <p>.11 Vacation Service – Business and/or Residential (Continued)</p> <p>b. Application of Charges –Vacation Service</p> <p>1. The charge during the period of Vacation Service is as follows:</p> <p>a. 50% of the regular monthly service and equipment charges.</p> <p>b. All taxes, fees, surcharges, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees, End User Access Charge) or other applicable governmental charges due on account are not discountable during Vacation Service.</p> <p>c. Any Miscellaneous Services directly associated with the line service, such as Directory Listing, 3rd Party Charges, Collect, Calling Card or Operator Service will continue at standard Product Guide rates.</p> <p>d. A Seasonal Service Establishment Charge as specified in Section 4.3.9 of this Product Guide shall apply at the time a customer requests Vacation Service. No service order charges apply to restore service at the completion of the Vacation Service period.</p>		
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<p>2.4 Establishment and Furnishing of Service (Continued)</p> <p>.12 Residence Service for BWTC Employees</p> <p>a. Provision of service to BWTC employees will be furnished in accordance with subparagraphs b. and c. below, upon application by the employee and approval of the application by the proper official of BWTC.</p> <p>b. The services specified in subparagraph c. below are available to the following:</p> <ol style="list-style-type: none">1. BWTC board members serving in an active capacity2. Executive officers and management employees3. Management employees who have completed one hundred and eighty (180) days of continuous service with BWTC. <p>c. The services furnished to those in paragraph b. above include the following:</p> <ol style="list-style-type: none">1. Residence Local Exchange Service as specified in Section 3 of this Product Guide. <p>d. Service provided to an employee under this Section is furnished for personal use only and must not be used for business purposes. Only one (1) residence service, as specified in Section 2.4.12.c. 1 above, will be provided to an employee and such service will be provided only at an employee's primary residence located within the BWTC service area.</p>	
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<p>2.4 Establishment and Furnishing of Service (Continued)</p> <p>.12 Residence Service for BWTC Employees</p> <ul style="list-style-type: none">e. Services, provided under this section, will be furnished at no charge to the following categories of employees: BWTC board members, executive and management employees.f. Toll calls are furnished at no charge to active BWTC board members, executive officers, and management employees.g. Provision of service under this Section will continue to the surviving spouse for a period of one (1) months following the death of an active or retired employee.h. Regular rates and charges may be applicable to all employees for all other services that are not specified in this section. <p>.13 Termination Liability</p> <p>a. In the event service is terminated by a customer prior to completing the applicable term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be fifty percent (50%) of the monthly recurring charge(s) (MRC) for the remainder of the term.</p> <p>For example: $50\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$</p> <p>b. If the rate for any service is increased during the term commitment period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.</p> <p>c. End of Term Options</p> <p>1. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:</p> <ul style="list-style-type: none">a. Renew the service with the same term commitment,b. Renew the service with a new term commitment,c. Arrange for a change of service, ord. Arrange for termination of the service.	
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<p>2.4 Payment Arrangements and Credit Allowances</p> <p>.13 Termination Liability (Continued)</p> <p>c. End of Term Options (Continued)</p> <p>2. In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under this Product Guide (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer contacts BWTC to terminate the service sixty (60) days prior to the conversion date.</p> <p>d. Early termination charges will not be assessed under the following circumstances:</p> <ol style="list-style-type: none">1. Customer moves existing service either to a new location at the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term commitment;2. Customer desires to move the existing service to a new location within BWTC's service area, but the service is unavailable at the new location;3. Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or4. Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:<ol style="list-style-type: none">a. The value of the new term commitment is equal to or greater than the remaining value of the existing term commitment, andb. The order to discontinue the existing service and the order for the new or upgraded service are submitted to BWTC at the same time. <p>e. The provisions set forth in Sections 2.4.13 d 1-4 above apply only to those services that reference this section regarding termination liability. Different termination liability may apply to a service depending on the specific Product Guide or contract terms for that service.</p> <p>.14 Damage to BWTC Property</p> <p>If BWTC's property is damaged, lost, stolen, or destroyed due to the negligence or willful act of the customer or other persons authorized by the customer to use the service, the customer shall be required to pay BWTC the actual cost to repair or replace such property.</p>	
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<p>2.4 Establishment and Furnishing of Service (Continued)</p> <p>.15 Affordable Basic Residential Service (In compliance with Amend RSA 374.22-p)</p> <p>A. For purposes of this section “affordable basic residential service” means:</p> <ol style="list-style-type: none">1. Safe and reliable single-party, single line voice service;2. The ability to receive all noncollect calls, at telephone lines capable of receiving calls, without additional charge;3. The ability to complete calls to any other telephone line, which is capable of receiving calls, in the state;4. The opportunity to presubscribe to interLATA toll carriers;5. The opportunity to presubscribe to intraLATA toll carriers;6. Dialing parity;7. Number portability;8. Enhanced 911, pursuant to the requirements of the department of safety, bureau of emergency communications, or its successor agency;9. Access to statewide directory assistance;10. Telecommunications relay service (TRS);11. A published directory listing, at the customer’s election;12. A caller identification blocking option, on a per-call basis;13. A caller identification line blocking option that is available to all customers without a recurring charge and is provided upon customer request without charge to customers who have elected nonpublished telephone numbers and is available without a nonrecurring charge to customers who certify that caller identification threatens their health or safety and is available without a nonrecurring charge when requested with installation of basic service;14. A blocking option for pay-per-call calls, such as blocking all 900 or all 976 area code calls;15. The ability to report service problems to the customer’s basic service provider on a 24-hour basis, 7 days a week; and16. Automatic Number Identification (ANI) to other carriers which accurately identifies the telephone number of the calling party. <p>B. Ordering additional services with Affordable Basic Residential Service is prohibited.</p> <p>C. Any combination of basic service along with any other service offered by the telecommunications service provider is nonbasic service.</p> <p>D. Any telecommunications service provider which is not an incumbent local exchange carrier shall not be required to provide basic service.</p>	
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2. TERMS AND CONDITIONS

<p>2.5 Payment Arrangements and Credit Allowances</p> <p>.1 Advance Payments</p> <p>a. An applicant for service is required to pay the network access charges prescribed under "Service Charges," Section 4 of this Product Guide.</p> <p>b. An applicant for service may be required to make an advance payment equal to the first month of charges for exchange service, equipment, facilities, listings, and mileage.</p> <p>c. Any advance payment is credited to the customer's account after service is established.</p> <p>d. An applicant for service may also be required to make an advance payment of all or a portion of the estimated cost to install service if it involves an unusual installation expense. Any advance payment will be applied to the applicant's account and credited against the construction or installation charge.</p> <p>.2 Credit and Deposits for Applicants</p> <p>The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit or pay a cash deposit before providing service. The Company may also require a new deposit for existing customers in situations where the Company has good reason to believe that payment is in jeopardy.</p> <p>.3 Payment for Service</p> <p>a. All service charges billed to a customer are payable at a BWTC Business Office. Any objection to billed charges must be reported to BWTC in writing. Bill adjustments shall be made to the extent that available records and/or circumstances indicate that such adjustments are warranted. Where a customer is assessed a charge in the incorrect amount, BWTC may limit back-billed charges or credits, as appropriate, to the previous six months. Where a customer is overcharged, regardless of the reason, BWTC shall not be liable for any interest, dividend or other compensation on the amount overcharged unless required by law.</p> <p>b. The customer shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long-distance service. The customer is responsible for payment of all charges for services, including charges for services originated or charges accepted at the customer's location, and for charges incurred by any person entitled to use of the service.</p> <p>1. A charge will be assessed whenever a check submitted by a customer for payment is dishonored by the customer's financial institution. The charge will be \$25.00 or 5% of the face amount of the check, whichever is greater, plus bank fees will be charged for each returned check and collected with a separate electronic transaction. A check will be deemed "dishonored" if it is returned, unpaid, for any reason.</p>	
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2. TERMS AND CONDITIONS

<p>2.5 Payment Arrangements and Credit Allowances (Continued)</p> <p>.3 Payment for Service (Continued)</p> <p>c. A bill shall not be considered delinquent prior to the expiration of fifteen (15) days from the date it is mailed or personally delivered by BWTC. However, BWTC may demand immediate payment:</p> <ol style="list-style-type: none">1. Where service has been terminated or abandoned;2. Where toll service is two (2) times greater than the customer's average usage as reflected on the monthly bills for the three (3) months prior to the current bill or, in the case of a new customer who has been receiving service for less than four (4) months, where the toll service is twice the estimated monthly toll service. <p>d. If service has been suspended for non-payment, it may be restored as provided under Section 4.5 of this Product Guide.</p> <p>e. If service has been disconnected for non-payment, it may be reestablished only upon the creation of a new service account.</p> <p>f. At its discretion, BWTC may restore or reestablish service which has been suspended or disconnected for non-payment prior to full payment of all outstanding charges. Such an act shall not affect BWTC's rights to suspend or disconnect service for non-payment of any such or other charges due and unpaid, nor shall a decision not to suspend or disconnect service for non-payment prevent BWTC from subsequently suspending or disconnecting service for such non-payment.</p>	
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2. TERMS AND CONDITIONS

<p>2.5 Payment Arrangements and Credit Allowances (Continued)</p> <p>.4 Allowance for Interruptions</p> <p>a. Customers experiencing a service outage exceeding the periods prescribed in subsections b. and c. below may receive a credit allowance. For purposes of this provision, every month is considered to have thirty days.</p> <p>b. Exchange Service</p> <p>If service is interrupted due to any cause other than the negligence or willful act of the customer or the failure of facilities provided by the customer, a pro rata adjustment of the applicable fixed monthly charges will be allowed during the period of time the interruption continues in excess of twenty-four hours from the time it is reported to or detected by BWTC, except as otherwise specified in this Product Guide. Such an adjustment shall not include any period during which BWTC stands ready to make repairs but is unable to do so because of customer's failure to provide BWTC required access or notification.</p> <p>c. Private Line Service</p> <p>1. When service utilizing two-wire or four-wire intraexchange Local Channels is interrupted for a period of twenty-four (24) hours or more, credit is allowed against the applicable monthly charge in increments of one (1) day of credit (1/30 of the monthly charge) for each 24 hours, or major fraction thereof, of interruption.</p> <p>.5 Provision for Certain Taxes and Fees</p> <p>When a municipality or subdivision of the state charges BWTC any license, occupational, franchise, inspection or other similar tax or fee, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits, or other facilities, the aggregate amount of such taxes and fees will be billed, insofar as practical, pro rata to exchange customers receiving service in that municipality or subdivision.</p> <p>.6 Late Payment Charge</p> <p>A Late Payment Charge of 1.5% or \$7.00, whichever is greater, will be applied to a customer's bill (including accounts billed in accordance with BWTC's Billing and Collection Services Agreements) when the bill for the previous month has not been paid in full prior to the next billing date. The Late Payment is applied to the total unpaid amount carried forward, and is included in the total amount due on the current bill. This provision shall apply to federal and state government entities pursuant to existing statutes applicable to those governmental entities.</p>		
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2. TERMS AND CONDITIONS

<p>2.5 Payment Arrangements and Credit Allowances (Continued)</p> <p>.7 Service Performance Guarantee</p> <p>a. Business</p> <ol style="list-style-type: none">1. If a business customer requests installation or repair of BWTC-owned facilities used to provide exchange, message toll, private line or enhanced services offered under this Product Guide and the written and signed installation or written and signed repair is not completed as agreed, the customer will be eligible to receive a credit of \$25.00. One credit per order or trouble report may be applied to the affected service to which the customer subscribes.2. Each credit shall be limited to the amount described above for the particular line associated with the service to be installed or repaired.3. Credit will be provided in accordance with the above conditions at the request of the customer. The Service Performance Guarantee will appear as either a \$25.00 credit (not a cash payment) on the customer's bill or something of equal value, as mutually agreed upon between the customer and BWTC, will be provided to the customer.4. Credit will be extended in accordance with the above conditions only for installation or restoration of exchange, private line, message toll, or enhanced services or for installation or repair of BWTC - owned facilities used to provide those services.5. The credit will not apply to conditions resulting from:<ol style="list-style-type: none">a. Willful neglect, misuse or abuse by the customer.b. Problems in the customer's premises equipment or in the customer's inside wire.c. Natural disasters, labor difficulties, governmental orders, civil commotions, acts of terrorism or vandalism, Force Majeure, general network failure, cable cuts affecting BWTC's customers or circumstances beyond the control and/or knowledge of BWTC.d. Temporarily or permanently discontinued service due to nonpayment of bills.		
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2. TERMS AND CONDITIONS

2.5	Payment Arrangements and Credit Allowances (Continued)		
.7	Service Performance Guarantee (Continued)		
b.	Residence		
1.	If a residential customer requests installation or repair of BWTC-owned facilities used to provide service offered under this Product Guide, and the written and signed installation or written and signed repair is not completed as agreed, the customer will be eligible to receive a credit of \$15.00. One credit per order or trouble report may be applied to the affected service to which the customer subscribes.		
2.	Each credit shall be limited to the amount described above for the particular line associated with the service to be installed or repaired.		
3.	Credit will be provided in accordance with the above conditions at the request of the customer. The Service Performance Guarantee will appear as either a \$15.00 credit (not a cash payment) on the customer's bill or something of equal value, as mutually agreed upon between the customer and BWTC, will be provided to the customer.		
4.	Credit will be extended in accordance with the above conditions only for installation or repair of BWTC-owned facilities used to provide services offered in accordance with this Product Guide.		
5.	The credit will not apply to conditions resulting from:		
a.	Willful neglect, misuse or abuse by the customer.		
b.	Problems in the customer's premises equipment or in the customer's inside wire.		
c.	Natural disasters, labor difficulties, governmental orders, civil commotions, acts of terrorism or vandalism, Force Majeure, general network failure, cable cuts affecting BWTC's customers or circumstances beyond the control and/or knowledge of BWTC.		
d.	Temporarily or permanently discontinued service due to nonpayment of bills.		

2. TERMS AND CONDITIONS

<p>2.5 Payment Arrangements and Credit Allowances (Continued)</p> <p>.8 Out of Service (OOS) Support</p> <p>a. Residential or business customers contacting the repair center with an out of service condition on all lines have an option to call forward to another working number (i.e., wireline, wireless or pager) during the time the telephone number is out of service. Customers not currently subscribing to Call Forwarding service will have this option available only for the duration of the out of service condition. Applicable service order and feature charges will apply.</p> <p>b. OOS support is available for customers with outages classified as No Dial Tone (NDT), Can't Call Out (CCO), or Can't Be Called (CBC) . During urgent circumstances customers can request OOS support.</p> <p>c. Where a charge (local or long distance) is applicable for a call between the customer's telephone number and telephone number to which calls are to be forwarded, such charge is applicable to the customer on every call forwarded to and answered at the forwarded-to location.</p> <p>d. BWTC will not credit the customer for any usage charges associated with customer's usage based service including but not limited to wireless service when calls are forwarded.</p> <p>e. OOS does not constitute waiver of the provisions of the Service Performance Guarantee in Section 2.5.7 of this Product Guide.</p> <p>2.6 Liability of BWTC</p> <p>.1 Service Irregularities</p> <p>BWTC's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by BWTC shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect occurs as provided in Section 2.5.4 of this Product Guide.</p> <p>.2 Use of Facilities of Other Connecting Carriers</p> <p>Facilities of other connecting carriers may be used in conjunction with BWTC's facilities in providing service. Neither BWTC nor any such connecting carrier shall be liable for any act or omission of any other company or companies furnishing a portion of such service.</p>	
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2. TERMS AND CONDITIONS

2.6	Liability of BWTC (Continued)		
.3	Defacement of Premises		
<p>BWTC shall not be liable for any defacement or damage to the customer's premises, resulting from the placement or removal of BWTC's equipment, and associated wiring on such premises, when such defacement or damage is not the result of negligence on the part of BWTC.</p>			
.4	Equipment in Explosive Atmosphere		
a.	<p>Explosive atmosphere telephone equipment is designed for use in atmospheres other than those classified, or which may hereafter be classified, in the National Electrical Code in Class 1, Group A atmospheres, such as atmospheres containing Acetylene gas. Such equipment must not be used in locations where acetylene gases may be present.</p>		
b.	<p>BWTC may require a customer to sign an agreement for the furnishing of such equipment.</p>		
c.	<p>The customer shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of BWTC. The customer may be required to install and maintain this equipment within the hazardous area if, in the opinion of BWTC, injury or damage to BWTC employees or property might result from installation or maintenance by BWTC.</p>		
d.	<p>BWTC does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer shall indemnify and hold BWTC harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location or use of said equipment so provided.</p>		

2. TERMS AND CONDITIONS

<p>2.7 Furnishing Service</p> <p>.1 Decision to Furnish Service</p> <p>a. BWTC may determine, in its sole discretion, which network facilities (for example, copper or fiber) will be used to provide service. BWTC's decision to furnish service is dependent, among other things, on its ability to procure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits. Such rights shall include the securing, clearing and retaining of suitable rights of way at reasonable costs for construction along public roads and highways and, in the case of construction on private rights of way, private roads or other private property, the obtaining of suitable easements, the execution of standard agreements or other arrangements that may be reasonably required by BWTC.</p> <p>b. Situations in which BWTC will not provide service include, but are not limited to, the following:</p> <ol style="list-style-type: none">1. Where BWTC, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the service;2. Where providing the service is uneconomical or not justified based on economic and other factors, including the availability of service from other providers, in BWTC's sole discretion;3. Where BWTC is unable to make an economic assessment due to BWTC's inability to secure necessary information from the owner or developer of a property or other relevant party;4. Where any conditions in this Product Guide are not satisfied, including without limitation, conditions requiring payment of construction charges under Section 5 of this Product Guide; or5. Where otherwise specified in this Product Guide. <p>c. BWTC shall furnish service through facilities that extend to the demarcation point on the customer's premises. This is the point of physical interconnection between the BWTC network and the customer's premises wiring. The BWTC side of the demarcation point is part of the BWTC network and is maintained by BWTC.</p>		
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2. TERMS AND CONDITIONS

<p>2.8 Change of Local Service Provider</p> <p>.1 Authorized Change of Local Service Provider Charges</p> <p>a. If a customer authorizes a change in his/her local service provider and subsequently requests that BWTC restore the customer's service(s) as they existed prior to the authorized change, then the customer will be assessed the nonrecurring service charges as specified in Section 4.6 of this Product Guide.</p> <p>b. In addition, the terms and conditions normally associated with a request for new service, as specified in Section 2 of this Product Guide will apply. BWTC will make every reasonable effort to ensure that there is no lapse in the customer's service.</p> <p>.2 Unauthorized Change of Local Service Provider (Slamming) Charges</p> <p>If a customer denies authorizing a change in his/her local service provider, as submitted by the alleged unauthorized local service provider, then the alleged unauthorized local service provider will be assessed the nonrecurring service charges, specified in Section 4.6 of this Product Guide, to restore the customer's service(s) as they existed prior to the alleged unauthorized change, including the customer's PIC and LPIC choices.</p> <p>2.9 Access Service</p> <p>The rates, terms and conditions for access service furnished by BWTC to customers within its service area are the rates, terms and conditions set forth in BWTC's Facilities for Intrastate Access Tariff.</p> <p>2.10 Special Promotions</p> <p>From time to time, the terms and conditions applicable to a service covered by this Product Guide may be modified for a period of time through a promotional offering of that service. BWTC may extend a promotional offer on one or any combination of services to existing and/or prospective customers. Services may be offered at a reduced rate or free of charge for promotional, market research, or rate experimentation purposes. The terms and conditions governing a promotional offer, including duration, shall be as advertised by BWTC.</p>	
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2. TERMS AND CONDITIONS

<p>2.11 Deregulation of Inside Wire and Company-Provided Customer Premises Equipment (CPE)</p> <ul style="list-style-type: none">a. Customer premises wire may be connected to exchange, private line, and WATS services furnished by or through the Company.b. The network interface for the connection of customer premises wire is provided as part of the Network Access Line. The Network Interface Device is normally installed outside the customer's premises at a location designated by the Company as normal, charges as set forth in Section 5 apply. To relocate the Network Interface Device elsewhere is subject to a charge for actual work performed.c. As part of its program to comply with the FCC rules on deregulation of inside wire, the Company will install Network Interface Devices in locations where they are not currently installed as follows:<ul style="list-style-type: none">1. As part of installation of Network Access Lines2. As part of the re-installation of Network Access Lines3. As part of any Premises Maintenance Visit, other than those made as part of troubles arising from natural disasters or emergencies, where the priority concern is to restore service to large numbers of customers.d. When the Company installs a Network Interface Device as part of a Premises Maintenance Visit, where the problem is found to have been caused by faulty equipment or wiring for which the customer is not responsible, there will be no charge for the installation. When a customer requests a Premises Maintenance Visit by Company personnel at a location where an approved Network Interface Device is in place, and the problem is found to have been caused by faulty equipment or wiring for which the customer is responsible, appropriate Section 4 Service Charges will apply.e. When the Company is requested by the customer to install a Network Interface Device at a time other than those outlined above, appropriate Section 4 Service Charges will apply.	
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