

Unlimited Long Distance Terms & Conditions

Customers must subscribe to local service provided by Randolph Telephone and Randolph Telephone Telecommunications Inc. (RTTI) long distance. Calls not included in the CustomChoice Unlimited package will be billed at tariff rates. The unlimited plan is for residential voice calls terminating within the continental United States (excludes Hawaii & Alaska). This plan may not be used to place calls to on-line data services, or Internet access services. The plan may not be used for commercial use or for any services that do not involve a person-to-person conversation or voice messages. Charges not included in the plan include calling card services, calls to International exchanges, calls to 900 numbers, Directory Assistance, operator services, data calls, calls to Hawaii & Alaska and any other use of the line other than for residential voice service. Randolph Telephone reserves the right to discontinue or change service to customers on the Unlimited Long Distance Plan if the Company determines that the long distance calling patterns are atypical of normal residential usage. If the Company determines that usage is not consistent with typical residential customer usage, the customer may be subject to discontinuation of this service and additional fee or offered an alternative plan at the Company's sole discretion. Additional regulatory charges apply with package. This package may not be used to qualify for any other tariff packages; all other tariff discounts do not apply. Billing month-to-month and rates are subject to change. Randolph Telephone reserves the right to discontinue the plan at its sole discretion with due notice to the customer. Must retain all elements of bundle to qualify for package pricing.

DSL Internet Terms & Conditions

Limitation of Liability

It is understood that Randolph Telephone is not an insurer, and that customer is responsible for obtaining any insurance coverage. Customer agrees to look exclusively to customer's insurer to recover for injury or damage in the event of any loss or injury, and releases and waives all right of recovery against Randolph Telephone arising by way of subrogation. The amount payable to Randolph Telephone hereunder is based upon the value of the services and the scope of liability as herein set forth and is unrelated to the value of the customer's property or property of others located in the customer's premises. The customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, including Randolph Telephone's negligence, shall be a refund of any service charges and fees paid to Randolph Telephone by the customer up to the time the damage is discovered. Randolph Telephone shall in no event be liable for any consequential or incidental damages of any nature, including without limitation, damages for personal injury, damages to property, or loss of business. Unless a longer period is required by applicable law, any action against Randolph Telephone in connection with this system must be commenced within one year after the cause of the action has accrued. The provisions of this paragraph shall apply if loss, damage or injury irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Randolph Telephone, its agents or employees. It is further agreed that the limitation on liability, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated Randolph Telephone companies. In the event any person not a party to this agreement shall make any claim or file any lawsuit against Randolph Telephone in any way relating to the equipment or services that are subjects of this agreement, including for failure of its equipment or services that are the subjects of this agreement, including for failure of its equipment or service in any respect, customer agrees to indemnify and hold harmless Randolph Telephone from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

Limited Warranty

If any equipment supplied by Randolph Telephone pursuant to this Service Agreement is found to be defective in material or workmanship within twelve (12) months of the date of completion or installation, then any such equipment will be repaired or replaced at Randolph Telephone's option with a new or functionally operative equipment. Labor and material required to repair or replace such defective equipment will be free of charge for a period of twelve (12) months following the completion of the original installation.

This limited warranty does not apply to: a) damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse; b) failure of the customer to properly follow operation instructions provided at the time of installation or at a later date; and c) trouble due to interruption of commercial power or to the phone service.

The foregoing limited warranty is in lieu of all other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No agent, employee or representative of Randolph Telephone nor any other person is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Acknowledgment and Consent

Customer hereby acknowledges that Randolph Telephone has the capability to identify the URLs of the sites on the World Wide Web that the customer accesses through his or her Randolph Telephone High Speed Data Service. Customer hereby consents to Randolph Telephone's access to and use of that information to improve its High Speed Data Service offerings. If the customer does not consent to such access to and use of this information, customer can request to be designated as "anonymous." Randolph Telephone will continue to track such usage information on an aggregated basis, and will not associate such usage with customer's name or account number.

General

Randolph Telephone assumes no liability for delays in installation of the equipment and line, or for interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of Randolph Telephone. Randolph Telephone will not be required to supply service to the customers while interruption of service due to any such cause continues.

Customer grants permission to Randolph Telephone to enter upon its premises if necessary to perform the service to the equipment as agreed herein.

This agreement constitutes the entire agreement between the customer and Randolph Telephone. In executing this agreement customer is not relying on any advice or advertisement of Randolph Telephone. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in the agreement shall not be binding upon any party, and that the terms and conditions hereof applied as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order, service or other document submitted by the customer.

Term and Termination: Termination Fee

This agreement will have either a month to month term or other term ("Term") as selected by you when you placed your order. At the end of the Agreement's initial Term, this Agreement will automatically renew for successive one month period ("Renewal Terms") unless either party provides the other party of its intent not to renew. If you terminate the Agreement before the end of the Initial Term, you agree to pay Randolph Telephone the termination fee described on page one of this Agreement.