

# Digital Phone Service

## Terms & Conditions



X-54898

### NORTHLAND COMMUNICATIONS TERMS AND CONDITIONS FOR DIGITAL PHONE SERVICE

These Terms and Conditions for Digital Phone Service, along with your signed Subscriber Agreement for Video, Internet and/or Digital Phone Service, constitute the terms and conditions (collectively known herein as the “Subscriber Agreement”) governing your use of Northland’s services including video, Internet and/or digital phone services (the “Service(s)”). The information contained herein may also be found at Northland’s website, [www.yournorthland.com](http://www.yournorthland.com). Northland reserves the right to amend any of the terms and conditions set forth or incorporated by reference herein, from time to time as it deems necessary, with such changes being effective as to all use of the Services from and after the effective date. The effective date is stated at the bottom of this document. If you find any amendments to Northland’s terms and conditions unacceptable, you may cancel your Service, subject to any early termination fees that may be applicable. Your continued use of the Service(s) shall be your acceptance of these terms and conditions and any amendments thereto. Any questions regarding Northland’s terms and conditions may be directed to Northland Communications Corporation, 101 Stewart Street, Suite 700, Seattle, Washington 98101, Attn: Legal Department.

#### Definitions

As used in this pamphlet, in either lowercase or uppercase:

“We,” “Northland,” “us,” or “our” means Northland Communications Corporation dba Northland Communications, its affiliates, employees, successors, assigns and authorized agents.

“You” or “your” means a customer who subscribes to Northland’s Service(s). “User” means a person who establishes an account with Northland or uses Service(s).

“Equipment” means one or more of the following: cable modem, converter box, TiVo box, Digital Video Recorder (DVR) remote-control unit, security device, addressable control module, decoding trap(s), A/B switch, coaxial cable, parental lock-out device, MTA or any other device installed in or around your Home, or provided by us, necessary or convenient for you to receive video programming, Internet connectivity, digital phone or other Service(s). Inside wiring is not Equipment.

“Home” means the residence or dwelling, including a single-family home, apartment or any other type of dwelling unit, where the Service(s) are installed. “Hourly service charge” means the hourly charge you pay us for certain services.

“Initial Term” means your initial term of commitment to subscribe to Service(s). (A minimum Initial Term may be required to receive Special Offers).

“Inside wire” or “inside wiring” means the cable that runs inside your Home to a point 12 inches outside of your Home, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

“Installed” means either installed or activated.

“Physical Address” means the physical address or addresses where you receive Service(s).

“Special Offer” means a promotional offering of Service(s) subject to certain conditions and/or restrictions.

### TERMS AND CONDITIONS FOR DIGITAL PHONE SERVICE

1. Payment for Services. You are responsible for all charges for the Service(s), including without limitation any pay per view event(s) or other Service(s) ordered through the converter box. Charges for Service(s) start the day after Service(s) is installed. The charges for one month’s Service(s), any required deposits and any installation or Equipment-lease fees are payable

You may install inside wiring, such as additional cable wiring and outlets. Regardless of who does the work, the inside wiring within your service location must not interfere with the cable system’s normal operations. With respect to the inside wiring, much of the Equipment and devices necessary to receive our Service(s) are available both from us and other third parties. If you do not purchase or lease such Equipment and devices from us, you are responsible for ensuring that they do not interfere with the cable system’s normal operations and other communications systems and devices. For example, you agree not to install anything to intercept or receive, or assist in intercepting or receiving, or which is capable of intercepting or receiving, any Service(s) offered over a cable system, unless specifically authorized to do so by us, or as may otherwise be specifically authorized by law. You also agree that you will not attach anything to the inside wiring or Equipment which singly or together results in a degradation of our cable system’s signal quality or strength. You may not attach any device or Equipment to any inside wiring in a way that impairs the integrity of the local cable system (such as creating signal leakage, which may cause a violation of government regulations, or attaching devices or Equipment, which alone or together, result in a degradation of signal quality). We are entitled to recover damages from you for tampering with any of the Equipment or any other part of the cable system, or for receiving unauthorized Service. Inside wiring maintenance may not be your responsibility if you rent your Home or business location. Contact your landlord or building manager to determine responsibility.

7. Limited 30-Day Warranty; General Disclaimer of Warranties; General Limitation of Liability; Indemnification. WE WARRANT FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF OUR INSTALLATION OR REPAIR THAT THE EQUIPMENT WE HAVE INSTALLED OR REPAIRED WILL MEET ACCEPTED INDUSTRY STANDARDS AND BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP. IF YOU REPORT TO US WITHIN THE 30-DAY PERIOD ANY FAILURE OF OUR EQUIPMENT TO CONFORM TO THIS WARRANTY, WE SHALL REPAIR OR REPLACE THE NONCONFORMING EQUIPMENT. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION, ALL SERVICE(S) AND EQUIPMENT ARE PROVIDED ON AN “AS-IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES AS TO THE SERVICE(S)’ PERFORMANCE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY THAT ANY DATA, FILES OR OTHER COMMUNICATIONS BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICE(S). WE MAKE NO WARRANTY AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA THE SERVICE(S), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR ONLINE OR DIGITAL PHONE COMMUNICATIONS. REPAIR OR REPLACEMENT OF NONCONFORMING EQUIPMENT AS PROVIDED IN THIS SECTION SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY, REGARDLESS OF WHETHER CLAIMS OR REMEDIES ARE SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WITHOUT LIMITATION. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR PROVISION OF OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICE(S) TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN

at the time Service(s) is installed. Thereafter, we will bill you each month in advance for Service(s) (except for usage based fees, pay-per-view movies or events, which will be billed after they are provided to you). You agree to pay us monthly by the payment due date shown on the bill for such month’s Service(s) and for any administrative fees due to late payments, any returned-check fees or other charges due us. Payments made online may incur additional charges. If you change the Service(s) you receive, we may charge you an upgrade or downgrade charge. We do not extend credit to our customers and the administrative fee is not interest. You agree to pay all taxes, franchise fees and other charges, if any, which are now or may in the future be assessed because you receive our Service/Equipment. If you receive Internet connectivity services, you may also access certain information, products and services of others, for which there may be a charge. You agree that you are solely responsible for all fees or charges for these online services, products or information. If your Service(s) is disconnected because you do not pay your bill by the due date, we may require you to pay all past-due charges, a reconnect fee and a minimum of one month’s advance charges before we reconnect your Service. You must bring any billing errors or requests for credit to our attention within six months of the time you receive the bill for which you are seeking correction. If we are required to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs, fees and expenses of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorneys’ fees and court costs.

2. Changes in Service and Charges. Subject to any Special Offer pricing commitments, we reserve the right to change our Service(s), Equipment, prices and fees at any time. We also may rearrange, delete, add to or otherwise change the Service(s). If the change affects you, we will provide you notice of the change and its effective date. The notice may be provided on your monthly bill, as a bill insert or by other reasonable means including cablecasting the information on our local information channel, posting on the Internet or by email. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service(s) after the effective date of the change, we will consider this your acceptance of the change. You may obtain information about our current fees and prices for any Service(s) by calling your local Northland Communications office.

3. Termination of Service. Subject to any early termination fees for a Special Offer, you have the right to cancel your Service for any reason at any time by giving us notice. In the event you cancel your Service prior to the expiration of the Initial Term, you agree to repay us, in addition to any other amounts you may owe, the value of all discounts you received. In the event, after all discounts have been repaid, there is a balance remaining due to you, we will refund any balance due to you within thirty (30) days of receipt of such cancellation notice or upon the return of the Equipment in working order, normal wear and tear excepted, if later. You may not assign or transfer the Service without our written consent. These policies and practices shall survive the termination of your Service.

4. Equipment; Inside Wiring. At the time we installed any Equipment, you acknowledge that we (a) demonstrated that the Equipment was functioning properly; (b) instructed you in its use; (c) provided you with a copy of these Terms and Conditions for Digital Phone Service; and (d) demonstrated how to set up a unique purchase authorization code for the ordering of programming or other services through the converter box, if applicable. You are responsible for maintaining the security of the Equipment and the purchase authorization code. The Equipment is and at all times shall remain the sole and exclusive property of Northland unless you have purchased it.

SERVICE(S), LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU OR FROM YOUR USE OR INABILITY TO USE THE SERVICE(S). SOME STATES MAY NOT ALLOW THE EXCLUSION OF OR LIMITATION OF ANY OR ALL OF THESE TYPES OF DAMAGES OR THE LIMITATIONS ON IMPLIED WARRANTIES, AND ONLY IN SUCH CASES THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS OR REMEDIES AS TO CERTAIN SERVICE(S) UNDER THE TERMS OF THE FRANCHISE GRANTED US IN YOUR AREA. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NORTHLAND, ITS PARENT COMPANY, SUBSIDIARIES AND THEIR [these are included in the definition of “Northland.”] CONTRACTORS, OFFICERS AND DIRECTORS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES THAT ARISE FROM YOUR USE OR MISUSE OF THE SERVICE(S). NORTHLAND RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH NORTHLAND IN ASSERTING ANY AVAILABLE DEFENSES.

8. Residential Use of Phone Service and Device. If you have subscribed to Northland’s digital phone service (the “Phone Service”) for use at your Home, the Phone Service and any device are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial, governmental, profit-making or non-profit activities, including but not limited to home office, business or sales activities, telecommuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcasting, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Phone Service or the device to any other person for any purpose, or make any charge for the use of the Phone Service, without prior express written permission from Northland. You agree that your use of the Phone Service and/or device, or the use of the Phone Service and/or device provided to you by any other person for any commercial or governmental purpose will obligate you to pay Northland’s higher rates for commercial service for all periods, including past periods, in which you use, or used, the Phone Service for commercial or governmental purposes. Northland reserves the right to immediately terminate or modify your Phone Service if Northland determines, in its sole discretion, that the Phone Service is being used for non-residential or commercial use.

9. Business Use of Phone Service and Device; Prohibition on Resale. If you have subscribed to Northland’s Phone Service for use at your place of business, the Phone Service and device are provided to you as a business user. This means that you are not to resell or transfer the Phone Service or device to any other person for any purpose, without prior express written permission from Northland. You agree that the Northland business service plans do not confer the right to use the Phone Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Northland reserves the right to immediately terminate or modify your Phone Service, if Northland determines, in its sole discretion, that the Phone Service is being used for any of the aforementioned activities.

10. Prohibited Uses. You agree to use the Phone Service and device only for lawful purposes. This means that you agree not to use the Phone Service for transmitting or receiving any communication or material of any kind when in Northland’s sole judgment the transmission, receipt or possession of such communication or material would (a) constitute a criminal offense, give rise

We may, at our option, supply new or reconditioned Equipment to you. You must have our prior written consent to sell or give away the Equipment. The Equipment may only be used in your Home for your residential and personal use, or in the case of a business account, at your business solely for the use of your business; penalties and damages may result from unauthorized use of the Equipment. If you cease to be our customer, you will be responsible for promptly returning the Equipment to us. If you move, do not leave the Equipment in your vacant Home/place of business or with anyone else. You are responsible for preventing the loss of, or damage to, the Equipment we provide to you. If the Equipment is damaged, destroyed or stolen, you will be liable for the cost of repair or replacement of the Equipment. The Equipment must be returned to us in working order, normal wear and tear excepted, or else you may be charged the retail price for a new replacement for each piece of Equipment not returned or returned but not in working order, normal wear and tear excepted. In the event you have us repair or maintain the inside wiring, we are not responsible for problems with the operation of your television, television-related equipment, computer or computer-related equipment. We do not service computers, television receivers or any other television-related or computer-related equipment (such as VCRs, home antennas or other cable-compatible equipment) which is not owned by us, even if it is attached to the cable or to the Equipment. Certain other limitations may apply. None of the Equipment, inside wiring or any of our cable placed under, over, on or about your Home, business or property in connection with the installation of the Equipment and Service(s) shall be deemed fixtures or in any way part of your real property. It may be removed by us, at our option, at any time during or following the termination of your Service. If you voluntarily cancel your Service, you may have the option of purchasing the inside wiring at the per-foot replacement cost of the cable. If you decide not to purchase the inside wiring, we may remove it in accordance with applicable rules and regulations.

5. Access to Customer’s Home or Business. You authorize us to enter your Home or business, in your or your representative’s presence, or enter upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the Equipment and Service. This authorization includes allowing us to be on your property outside your Home or business at reasonable times even if you are not at the premises. You authorize us to make connections and perform other tasks we deem necessary or desirable to enable us to provide Service(s) to you. If you are not the owner of your Home or business location, you acknowledge that you have obtained consent from the owner of the Home or business location for installation, and you agree to supply us, upon request, with the owner’s name and address, and evidence that you are authorized to give us access on the owner’s behalf. We will not be liable for any damage, loss or destruction to your Home, business or any property during installation. If you are the owner of your Home or business location, you grant us an easement over and across your property to attach our cables and related facilities to any utility pole currently on your property during the term that you are a customer. This easement is in addition to and not in substitution for, any other right we may have to place our cable property in and along any existing easement or right-of-way, regardless of the nature, origin or theory underlying such right.

6. Unauthorized Service and Use of Equipment. We provide Service(s) to you for your private use and enjoyment. This consent may be withheld at the sole discretion of either party. You agree not to attach any unauthorized device to the cable or Equipment. If you make any unauthorized connection or modification to the Equipment or any other part of the cable system, you will be in breach of these policies and practices and we may terminate your Service(s) and pursue the other remedies available to us by law.



to a civil liability, or otherwise violate any applicable local, state, national or international law or (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. Northland reserves the right to terminate your Phone Service immediately and without advance notice if Northland, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at Northland's discretion be immediately charged to your credit card. You are liable for any and all use of the Phone Service and/or device by yourself and by any person making use of the Phone Service or device provided to you and you agree to indemnify and hold harmless Northland against any and all liability for any such use. If Northland, in its sole discretion, believes that you have violated the above restrictions, Northland may forward the objectionable material, as well as your communications with Northland and your personally identifiable information, to the appropriate authorities for investigation and prosecution and you hereby consent to such use, disclosure and/or forwarding.

11. Use of Phone Service and Device by Customers outside the United States. Northland does not presently authorize the use of the Phone Service outside of the United States. Northland makes no warranty express or implied regarding the performance or function of the device if you attempt to use the Phone Service outside of the United States.

12. Voice Mail. If you are a customer of Northland's voicemail service, your voicemail greeting is limited to five (5) minutes in length and messages left in your voicemail cannot exceed ten (10) minutes in length. Your voicemail mailbox size limit is ten (10) MB (or about 100 messages). New, accessed or saved voicemail messages are automatically deleted from the system after 180 days. If you require indefinite storage of your voicemail messages, you may activate email message forwarding through your online account portal or request that Northland do so on your behalf.

13. EMERGENCY SERVICES (911 CALLS). Customer agrees and understands that Northland does not hold itself out as providing emergency 911 services as a replacement to the traditional local wireline 911 services offered over the public switched telecommunications network and wireless 911 services in your local service area. Northland's limited 911-type service is available only on Northland devices and with Northland Services as described herein. You acknowledge and understand that Northland's 911-type dialing (a) requires you to take affirmative steps to activate and properly install the Northland device and to ensure that the information you provide to Northland is accurate, (b) is NOT the same as the 911 emergency services you may receive from traditional landline or wireless service providers, and (c) is different in many significant ways (some, but not necessarily all, of which are described herein) from traditional 911 service. You agree to inform any household residents, guests, employees and any other persons who may be present at the physical location where you utilize the Phone Service of the non-availability of traditional 911 and E911 dialing from your Northland Phone Service and device(s). You further agree to inform any household residents, guests, employees and any other persons who may be present at the physical location where you utilize the Phone Service as to the differences and limitations of Northland's 911-type dialing service as compared with traditional 911 or E911 dialing that are set forth herein and in any user manual.

14. Description of Northland's 911-Type Service. You acknowledge and understand that neither Northland nor its third-party service providers shall have any responsibility to or liability for provision of the Phone Service and

911-type access if the device is moved outside of your Physical Address. Additionally, even if you do not move your device, Northland cannot guarantee the reliability of the 911-type dialing features offered with your Phone Service. When you dial 911 using your Northland-approved device and Phone Service, your call is generally routed from the Northland network to third-party providers who route the emergency call to the Public Safety Answering Point ("PSAP") or local emergency service personnel associated with your telephone number. Each PSAP serves a designated geographic area. When you sign up for Northland Phone Service, your telephone number will correspond to your Physical Address. Your Physical Address, for purposes of your Phone Service, is the location where you receive your Phone Service from Northland. Your Physical Address may or may not be the same as your billing address (where you receive your Northland bill). You acknowledge and understand that it is your responsibility to provide Northland with your proper Physical Address. Northland and its third-party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Physical Address to Northland. When you dial 911 from a Northland device using Northland's Phone Service, you acknowledge and understand that Northland and/or its underlying service providers will endeavor to route your call to the general PSAP or local emergency service personnel (which may not be answered outside business hours) assigned to your telephone number. You acknowledge and understand that you may not be routed to the same 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Northland relies on third parties for the forwarding of information underlying such routing, and accordingly, Northland and its third-party provider(s) hereby disclaim any and all liability or responsibility in the event such information or routing is incorrect. Neither Northland nor its underlying service providers nor their 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 Northland's 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage or loss constitutes gross negligence or intentional misconduct on the part of Northland or its underlying service providers. You agree to indemnify and hold harmless Northland and its third-party provider(s) from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your Northland device or your provision to Northland of incorrect information in connection therewith.

15. Service Outage, Power Failure or Disruption. You acknowledge and understand that 911 dialing will not function in the event of a power failure or disruption. Should there be an interruption in the power supply for any reason whatsoever, the Phone Service and 911 dialing will not function unless and until power is fully restored. A power failure or disruption may require you to reset or reconfigure the Northland device or other Northland equipment at your premises prior to utilizing the Phone Service or 911 dialing.

16. Broadband Service/Internet Service Provider Outage or Termination/Suspension or Termination by Northland. You acknowledge and understand that Service(s) outages or suspension or termination of Service(s) for any reason will prevent ALL Phone Service including 911 dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Phone Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described herein.

17. Limitation of Liability and Indemnification Regarding 911 Emergency Services. YOU ACKNOWLEDGE AND UNDERSTAND THAT NORTHLAND'S LIABILITY IS LIMITED FOR ANY PHONE SERVICE OUTAGE AND/

24. Alternative 911 Arrangements. You acknowledge that Northland does not offer the Phone Services as the primary line for emergency services. You should always have an alternative means of accessing emergency services such as 911 or E911.

25. Provisions Regarding Compatible Customer Equipment and Services. You acknowledge and agree that the Service(s) may not support and that Northland has no responsibility for the operation or support, maintenance or repair of any customer equipment. You acknowledge and understand that Northland and/or the Service(s) may not support or be compatible with non-recommended configurations including but not limited to MTAs not currently certified by Northland as compatible with the Service(s); customer equipment, including, but not limited to, non-voice communications equipment, alarm and security systems or devices, fire or smoke detection systems or devices, medical monitoring devices, fax machines, and "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets, and other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, traditional Caller ID units and point of sale (POS) equipment and any all other communications or electronic equipment. In order to use the Service(s), you may be required to provide certain equipment such as a phone handset, inside phone wiring and outlets, and an electrical power outlet. In order to use online features, where Northland makes those features available, you may be required to provide certain hardware, such as a personal computer, software, an Internet browser and access to the Internet. You hereby waive any claim against Northland and/or Northland's third-party providers for interference with, disruption of or failure of (such as power and service outages) any such equipment or Service(s).

26. Local Number Portability. In the event you are not utilizing a new phone number for your Northland Phone Service, but rather are transferring an existing phone number, you must sign Northland's Letter of Authorization (the "LOA"), authorizing Northland or its designated agent to work with your previous service provider to transfer your existing number. In addition to the terms and conditions of the LOA, the terms and conditions of this paragraph shall also apply: (a) you agree and acknowledge that if you set up your Northland device prior to the date that the number port becomes effective ("Port Effective Date"), you will only be able to make outgoing calls with your Northland device. In such event, Northland strongly recommends that you keep another phone at your Physical Address to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Northland Phone Service; and (b) you agree and acknowledge that if your device is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. Therefore, to avoid an interruption in Service(s), it is extremely important that you properly install your Northland device prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by Northland via mail, phone or email following your completion of the ordering process.

27. Failure to Comply with these Policies and Practices. If you fail to pay your bill when it is due or if you fail to comply with any other of these policies and practices, we may exercise any rights we have to collect amounts due and seek other remedies, including (a) terminating your Service(s), (b) recovering the Equipment, (c) charging your credit card or otherwise charging you the retail price for a new replacement for each piece of Equipment not returned or returned but not in working order, normal wear and tear excepted, and/or (d) bringing such other legal action as allowed by law.

OR INABILITY TO DIAL 911 FROM YOUR LINE OR TO ACCESS EMERGENCY SERVICE PERSONNEL, AS SET FORTH HEREIN. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NORTHLAND, ITS OFFICERS, DIRECTORS AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE PHONE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR NORTHLAND PHONE SERVICE RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE PHONE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF YOUR NORTHLAND PHONE SERVICE TO BE ABLE TO DIAL 911, TO ACCESS EMERGENCY SERVICE PERSONNEL, TO ACCESS THE CORRECT PSAP ASSOCIATED WITH YOUR TELEPHONE NUMBER OR TO CORRECTLY ROUTE AN EMERGENCY CALL IF YOU MOVE YOUR NORTHLAND DEVICE OUTSIDE OF YOUR PHYSICAL ADDRESS. YOU EXPRESSLY ACKNOWLEDGE THAT, IN THE EVENT OF A POWER OUTAGE OR OTHER SERVICE-AFFECTING SCENARIO, NEITHER NORTHLAND NOR ANY OF ITS SUBSIDIARIES, PARENT COMPANIES, AGENTS, NETWORK SERVICE PROVIDERS, PARTNERS OR EMPLOYEES ARE LIABLE FOR THE AVAILABILITY OF 911 SERVICE FROM YOUR NORTHLAND DEVICE AND NORTHLAND PHONE SERVICE.

18. Use of TDD or TTY devices. Although current developments in IP technologies provide reliable transfer of voice and data over broadband connections such as cable lines, the nature of the technologies may not be fully compatible with the existing 911 systems currently in place in your area of service. Additionally, Voice over Internet Protocol ("VoIP") 911 services such as Northland's 911-type service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, you agree and acknowledge that neither Northland nor Northland's third-party providers hold themselves out as providing or enabling Northland to provide emergency services compatible with any TDD/TTY devices. You further acknowledge that Northland has apprised you of any and all risks associated with your use of Northland's 911-type service and that Northland does NOT recommend that you use the Northland 911-type service as your sole and primary means of reaching a 911 operator in case of an emergency.

19. Dialing Requires Activation. You are required to provide an accurate Physical Address and other information to Northland upon purchasing the Northland Phone Service. You must properly connect the Northland device in order for the Northland Phone Service to function properly. You acknowledge and understand that 911 dialing does not function unless you have successfully configured and connected your Northland device and Phone Service and provided accurate and updated information. You acknowledge and understand that you cannot dial 911 from this line unless until you have confirmation that your Northland device is operational.

20. Failure to Designate the Correct Physical Address When Activating 911 Dialing or Moving Your Device. Failure to provide your current, updated and correct Physical Address and location of your Northland Equipment may result in any 911 call you make being misrouted to the incorrect local emergency service provider. Northland's Phone Service is intended to function from your Physical Address which MUST correspond to the physical address where you receive your primary Northland Service and where your Northland device is physically located. If you have more than one Northland device at your Physical Address and each device has a different number, you must make sure that the Physical Address corresponds to each number

28. Privacy Disclosures. Information required to be disclosed by the Cable Act and the Privacy Act, including information relating to personally identifiable information, is described in Northland's Customer Privacy Policy and is also posted at [www.yournorthland.com](http://www.yournorthland.com). You acknowledge receipt of the Customer Privacy Policy.

29. Applicable Law; Severability. These policies and practices, including all matters relating to their validity, construction, performance and enforcement, shall be governed by applicable federal law, the rules and regulations of the FCC and the laws and regulations of the state and local area where the Service(s) is provided. These policies and practices are subject to amendment, modification or termination if required by such regulations or laws. If any provision in these policies and practices is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other policies and practices.

30. Notice. Notices to you shall be deemed given when deposited in the U.S. mail, addressed to you at your last-known address, hand delivered to you or your place of residence or provided by other reasonable means, including to an email account. We reserve the right to provide electronic or telephonic notice to you including cablecasting such notice on our local information channel, which shall be deemed given when provided. Notice to us shall be deemed given when received by us in writing.

31. Procedure for Resolving Customer Complaints. If you have any complaints regarding the quality of your service, you should contact your local Northland office by phone or in writing. We will promptly try to resolve the problem. If you are dissatisfied with our resolution of the matter, you may notify the responsible official for your community. Please refer to your monthly cable bill or statement for your local franchising authority's name and address.

32. Force Majeure. We will not be liable for any delay or failure to perform our obligations, including interruptions in the Service(s), if such delay or nonperformance arises in connection with any acts of God, fires, earthquakes, floods, strikes or other labor disputes, acts of any governmental body or any other causes beyond our commercially reasonable control.

33. Entire Agreement. The Subscriber Agreement, these Terms and Conditions for Digital Phone Service, the Terms and Conditions for Video and Internet Service, the Supplemental Internet Services Agreement and the Acceptable Use Policy constitute our entire agreement concerning your use of the Service(s), and supersede any other prior or contemporaneous communications. In the event of a conflict between the above listed agreements and any other writing, the terms and conditions of these agreements shall control.

Sections 1, 3, 4, 5, 7, 17, 29, 30, 31 and 32 of these Terms and Conditions for Digital Phone Service shall survive termination of the Subscriber Agreement.

Northland is an equal employment opportunity employer.

Thank you for being our customer. We appreciate your business.

Effective Date: 12/16/11