



Business Telephone Service Agreement



Section I: Tell us about Yourself

Business Name:	Phone number:
Fax number:	E-mail address:
Address for New Service:	

IMPORTANT: The Name & Address provided above will be used to register your phone number with the local E911 dispatch center.

Section II: Choose a Service Plan

I am applying for a new phone number with Hybrid Networks. (Allow 5-7 days; \$40 Activation Fee will appear on your 1st bill)
 I want my new phone number to be and to be activated on this Date

OR

I want to keep my existing phone number but transfer service to Hybrid Networks. (Allow 7-10 days; \$40 Activation Fee is waived)
Must attach "Letter of Agency" to authorize Hybrid Networks to transfer your existing phone number(s).

Note: In either case, your name **will not** be listed in the phone book unless you select "Published Number" from the A La Carte services below.

- First Premium Business Line : \$35/month** + tax and government fees
Unlimited Local, Unlimited Domestic Long Distance, All available Calling Features for Free, Competitive international rates with \$0.00 monthly fee
- Second Premium Business Line: \$25/month** + tax and government fees I want my second phone number to be
- Third Premium Business Line: \$20/month** + tax and government fees I want my third phone number to be

Free Calling Features:
Caller ID Plus; Call Waiting Plus; 3-Way Calling; Call Return; Call Privacy; Auto Redial; Call Forwarding/Variable ; Call Forwarding/Busy; Call Forwarding/Don't Answer; Speed Dialing 30

May choose any the following optional **A La Carte** services:

- \$2/month: Publish my First Line phone number in the phone book (Unless checked, I understand my number will be unlisted.)
- Free Answering Machine for First line

Section III: Choose a Payment Plan

- I will pay with check - send a copy of the bill to the address of the new service;
- Charge my credit card on file - send a copy of the bill to the address of the new service;
- Charge my credit card on file - DO NOT send a copy of the bill

Credit Card on File: Visa MasterCard American Express Card Number

Expiration Date Name as it appears on the Card

Your Social Security

Your Billing Address

Section IV: Terms and Conditions

1. This Customer Service Agreement ("Agreement") sets forth the terms and conditions that apply to telecommunications services provided by Hybrid Networks, LLC ("Provider") to you, its customer ("Subscriber"). "Services" shall mean the Hybrid Networks' local and long distance telephone services, along with calling features or "A La Carte" services that Subscriber is enrolled in, uses, or pays for.
2. **Subscriber's Obligations to Provider:** (a) Subscriber must keep his/her telecommunication equipment (to the extent that it is not provided or maintained by Provider) in good working order and must ensure that the said equipment complies with all FCC standards; (b) Subscriber shall not use, nor allow others to use, the Services for any improper or unlawful purpose. If Provider has reason to believe that Subscriber or any other person is abusing the Services or using the Services fraudulently or unlawfully, Provider shall have the right to immediately suspend, restrict, or cancel the Services without advance notice; (c) Subscriber shall comply with this Agreement and any reasonable instructions Provider gives relating to use of the telephone networks; (d) Subscriber shall agree to allow access to all appropriate sites at mutually agreeable times for Provider's agents to remove, install and maintain Provider's equipment when requested by Provider; (e) Subscriber shall meet his/her payment obligations set out in Paragraph 3 herein; and (f) Subscriber shall pay Provider, at its then current published rates, for all necessary repairs where the fault does not lie with Provider or its equipment or when Subscriber has damaged Provider's equipment.
3. **Charges and Payment:** (a) The charges for the Services are set forth in Section II on the reverse side of this sheet and in Provider's price list, a copy of which is available on request; (b) Provider may change the charges for the Services from time to time; (c) Provider shall prepare and send invoices through Ellicott City Cable Company in respect to charges monthly and in advance; and (d) Subscriber shall pay all charges on or before the due date. The charges may also include additional fees such as monthly fees, and regulatory fees and taxes. If payment is not made in full when due, Provider may, without prejudice to its other rights, directly or through Ellicott City Cable Company, charge penalty fees at the rate of the greater of \$5 or 1.5% above the normal rate on any amount Subscriber fails to pay from the date when payment was due until the date of the actual payment. Penalty charges are in addition to applicable tariff for late payments. Provider / Ellicott City Cable Company also reserves the right to bill Subscriber's credit card on file with Provider for payments not received within fourteen (14) days of the due date. If Subscriber's check, bank draft, or electronic funds transfer is returned for insufficient funds, Provider / Ellicott City Cable Company shall bill Subscriber an additional \$25; (e) In the event that Provider launches a web-based billing platform, Provider shall have the option of charging \$2.00 additional per bill for paper bills; (f) Provider reserves the right to discontinue Services with 30-day written notice; (g) if an interruption or failure of Services is caused solely by Provider and not by Subscriber or a third party or other causes beyond the reasonable control of Provider, Subscriber will be entitled to a credit allowance for the pro-rated loss only; (h) Call detail within the unlimited calling area will be provided only on request at no charge for up to 2 months per year, additional detailed statements will be provided on request at \$5/month; (i) Monthly bills and collections will be by Ellicott City Cable Company, except for international and other toll charges which will be billed separately by Provider (j) Provider shall block all 700/900/809/340 calling and usage unless Subscriber explicitly requests access to this service; if access is requested, a deposit shall be required in a reasonable amount determined by Provider. Calls shall be blocked unless the deposit is replenished with additional funds as reasonably requested by Provider; (k) Upon the termination of this Agreement, all amounts owed to Provider / Ellicott City Cable Company shall be due and payable in full on demand and Subscriber shall have no right to withhold or set off any such amounts; (l) Subscriber gives Provider / Ellicott City Cable Company permission to obtain his/her credit information from consumer credit reporting agencies at any time. If Provider / Ellicott City Cable Company determines that Subscriber may be a credit risk, Provider may require a pre-authorization of up to \$150 on Subscriber's credit card on file to ensure payment .
4. **Indemnification and Limitations of Liability:** (A) SUBSCRIBER AGREES THAT PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS THAT ARISE FROM SUBSCRIBER'S USE OF THE SERVICES. SUBSCRIBER ALSO AGREES TO REIMBURSE PROVIDER FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF SUCH CLAIMS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES; (B) PROVIDER'S LIABILITY WITH RESPECT TO THE INSTALLATION (INCLUDING DELAYS), PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION OR RESTORATION OF ANY OF THE SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE CHARGE APPLICABLE UNDER THIS AGREEMENT FOR THE PERIOD DURING WHICH THE APPLICABLE SERVICE WAS AFFECTED. IN ALL CASES, PROVIDER SHALL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION, NOR LIABLE FOR ANY PUNITIVE, RELIANCE, INCIDENTAL OR SPECIAL DAMAGES; (C) THE PARTIES INTEND THE REMEDIES DESCRIBED HEREIN TO BE EXCLUSIVE; AND (E) THE PROVISIONS INCLUDED IN THIS PARAGRAPH SHALL CONTINUE TO APPLY AFTER THE AGREEMENT TERMINATES.
5. **Warranties:** (A) PROVIDER MAKES NO EXPRESS WARRANTY REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT E911 SERVICE WILL BE AVAILABLE TO SUBSCRIBER AT ALL TIMES, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) PROVIDER DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, PROVIDER'S EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND SUBSCRIBER SHALL NOT RELY ON ANY SUCH STATEMENT.
6. **General:** (a) No Third Party Rights: this Agreement does not provide any third party with a remedy, claim, or right of reimbursement; (b) Acts Beyond Provider's Control: Neither Subscriber nor Provider will be responsible to the other for any delay, failure in performance, loss or damage due to acts or causes beyond Provider's reasonable control; (c) Assignment: Provider may assign all or part of its rights or duties under this Agreement, but Subscriber may not assign this Agreement or the Services in whole or in part ; (d) Notices: Provider's address for service of notices is One Jake Brown Road, Old Bridge, NJ 08857. Notices from Subscriber to Provider shall be served in writing by certified mail, return receipt requested. Notices from Provider to Subscriber may be provided by posting on Provider's web site, bill message, bill insert, call to Subscriber's billed telephone number, registered or normal post to Subscriber's billing address, facsimile number provided by Subscriber, or e-mail to an address provided by Subscriber; (e) Separability: if any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable; (f) Governing Law: this Agreement will be governed by the law of the State of New Jersey; (g) Entire Agreement: This Agreement, Provider's rate list, and if applicable, a letter of agency, constitute the entire agreement between Provider and Subscriber and supersede all prior agreements, understandings, statements and representations whether written or oral.

By signing below, I authorize Hybrid Networks to provide the Services selected on this Agreement. I have read and agreed to the terms and conditions of this Agreement and agree to be bound by them. I confirm that I am over 18 years of age and that I am authorized to act as signatory to this Agreement. I understand that telephone numbers are not guaranteed and that charges may apply for any changes made to the account after the initial activation.

Signature: _____ **Date:** _____

To request service, Ellicott City Cable Company will fax this form to 1-800-336-6295

To be completed by Hybrid Networks:

[1] Date Agreement received	[5] Date E911 was tested
[2] Date WO issued	[6] Date billing started
[3] Date port was activated	[7] Date service was verified with subscriber
[4] Date XC was completed	[8] Date CSA was faxed to Subscriber

To request service from Hybrid Networks while keeping your existing phone number(s), you **MUST** complete and sign this Letter of Agency and attach it to your Customer Service Agreement.



Letter of Agency



Section I: Tell us about Yourself

As appears on your current telephone Bill:

Name:

Address:

Your current telephone number(s) you want to transfer to Hybrid Networks:

FOR EACH PHONE NUMBER, ONLY ONE (1) TELEPHONE COMPANY MAY BE DESIGNATED AS YOUR PREFERRED CARRIER FOR EACH OF THE LOCA, LOCAL TOLL, AND LONG DISTANCE SERVICES.

Section II: Choose a LOCAL telephone company

By initialing here and signing below, I authorize Hybrid Networks to become my new **LOCAL** telephone service provider, and to act as my agent to make this change, and direct my current Local telephone provider which is to work with Hybrid Networks to make the change.

Section III: Choose a LOCAL TOLL telephone company

By initialing here and signing below, I authorize Hybrid Networks to become my new **LOCAL TOLL** telephone service provider, and to act as my agent to make this change, and direct my current Local Toll telephone provider which is to work with Hybrid Networks to make the change.

Section IV: Choose a LONG DISTANCE telephone company

By initialing here and signing below, I authorize Hybrid Networks to become my new **LONG DISTANCE** phone service provider, and to act as my agent to make this change, & direct my current Long Distance phone provider which is to work with Hybrid Networks to make the change.

Section V: I Understand ...

I understand that I may be required to pay a one-time charge to Hybrid Networks, LLC to switch providers, and that if I later wish to return to my current telephone company, I may be required to pay a reconnection charge to my current telephone company. I also understand that Hybrid Networks, LLC may have different calling areas, rates and charges than my current telephone company, and I am willing to be billed accordingly. I have read and understand this Letter of Agency. I am at least eighteen years of age and legally authorized to change telephone companies for services to the telephone number(s) listed above.

Signature: _____ Date: _____

Fax this form, along with your Customer Service Agreement, to 1-800-336-6295