



Topsham Communications, LLC
113 Fairground Rd. PO Box 1075
East Corinth, VT 05040
802-439-5325
www.topshamcommunications.com

Welcome to Topsham Communications,

Enclosed in this customer packet is information about our company and services that are available. Please see the enclosed brochure with an explanation of features and pricing.

Our billing cycle runs from the 26th of one month to the 25th of the next month. Customers are billed one month in advance and payments are due by the 15th of each month. When you establish service, you will be prorated at a daily rate until the next billing, as well as, billed for the upcoming month of service.

To establish service, you must:

- ___ Complete and return to us the enclosed Applications for Service
- ___ Have a valid 911 service address and billing address
- ___ Establish a CPNI (Customer Proprietary Network Information) password for your account

Please note: New FCC regulations require a CPNI password to access your account. The password must be 4 or more characters long. Please add this information in the space provided to you on your application.

___ Prepayment for Bundle Package or Internet for one month of one billed service and a onetime processing fee of \$10.00 for Internet and TV service. A connection fee of \$25.00 for phone is required.

___ Pay \$100 security deposit or provide 2 credit references from former Utilities.
Credit References can be submitted by:
Email to info@mytopsmail.com
Fax to 802-439-5600
Mail to P.O. Box 1075 East Corinth, VT. 05040

(Deposit held for 1 year of on-time consecutive payments then returned to your account as a payment. References are from utilities showing service for over one year and that your account is in good standing)

Please note: If Construction is required Topsham Communications will cover the first 150 feet. Any amount over this is an additional charge to the customer.

If you elect not to subscribe to our service(s) once pre-work has been started, you may be billed for charges accrued during this process.

TOPSHAM COMMUNICATIONS
HOURS OF OPERATION
MONDAY THROUGH FRIDAY 8:00 a.m. – 4:30 p.m.



Topsham Communications
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East Corinth, VT 05040
802-439-5325

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Dear Customer,

Thank you for your interest in High Speed Internet (HSI). Topsham Communications, LLC is proud to be able to offer this service to all of our residential customers. We offer several different speeds of HSI and prices. You will love the ease of HSI, no dialing up or tying up your phone line. Enclosed you will find all the information and application in order to sign up for the HSI service.

Monthly charges for Residential HSI

	DOWNLOAD	UPLOAD	COST PER MONTH
HSI#1	1 Mbps	256 Kbps	\$29.99
HSI#2	5 Mbps	2 Mbps	\$42.99
HSI#3	25 Mbps	4 Mbps	\$59.99
HSI#4	50 Mbps	4 Mbps	\$129.99
HSI#5	100 Mbps	25 Mbps	\$179.99

Add an additional \$10.00 to any speed to make symmetrical.

There is a onetime installation fee of: \$100.00* and a processing fee of: \$10.00 due with the application along with your first month of billed service. Please complete the application and sign the agreement in order to start the activation process for your HSI service. Return the application, signed agreement and initial payment of: \$110.00 plus your first month of HSI service charges to our business office. Once we have received these items, we will contact you to set up an installation appointment.

***Please Note:** Installation fee can be waived with a signed agreement to subscribe to HSI service for (24) twenty four consecutive months. During this time, cancellation of service or termination for non-payment will result in a \$100.00 early termination fee.

Technical Support is available 24 hours a day at: 1-800-905-2756.

Please feel free to contact our business office with any further questions or comments.

Thank you for choosing Topsham Communications for your HSI services.



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High Speed Internet

CUSTOMER AGREEMENT FOR RESIDENTIAL ACCOUNTS ONLY

1) Definitions: “Computer” means Customer’s personal computer that will be used to access the service. A computer will need to meet certain requirements that will be specified by Topsham Communications. **A 10/100 Ethernet card is required in order for the service to be installed on a customer’s computer.** “Equipment” means the modems and other equipment, if necessary, to be installed at a Customer’s premises, as described in section 4a. “Service” means the High Speed Digital Subscriber Line (HSI) Internet Service offered by Topsham Communications. “Software” means the computer software licensed by Topsham Communications to Customer to enable a single computer to access the Service through the Equipment, as described in Section 4a. “Customer” means a person who establishes an authorized account (“Account”) for access to and use of the service.

2) General: **a)** This Agreement sets forth the terms and conditions which apply to the use of the Service by Customer. No representation, warranty, term or condition, other than as specifically set forth in this Agreement, shall be binding on Topsham Communications. **b)** Topsham Communications shall have the right at any time to change or discontinue any aspect or feature of the Service, including but not limited to content, hours of availability, and equipment needed for access to and use of the Service. **c)** *Customer is responsible for all use of Customer’s Account in all circumstances, including under any screen name or password by any person. Customer will ensure that all use of Customer’s Account complies fully with the provisions of this Agreement.* Customer shall be responsible for protecting the confidentiality of Customer’s passwords. **d)** Customer represents and warrants that he or she is at least 18 years of age. Customers may, at their discretion, permit minors to use the Service under adult supervision.

3) Charges: **a)** Customer agrees to pay for the Service that he or she has subscribed for, including applicable charges for installation and all applicable local, state or federal fees or taxes. **It does not include any additional Category 5 wiring, jack work or labor.** Monthly charges for the Service are set forth on a separate price list and are subject to change in the future upon notice to customers. Service charges will be billed monthly in advance and are payable on the due date specified on the bill. **b) Your monthly charges can be conveniently added to your telephone bill.** **c)** If Customer discontinues or Customer’s Service is discontinued, he or she may be required, in addition to payment of all balances, to pay a reconnect charge or trip charge (where applicable) before reconnection occurs. **d)** Topsham Communications may charge a service fee for all returned checks and bankcard or charge card charge backs. **e)** Customer will be responsible for all expenses (including reasonable attorneys’ fees) incurred by Topsham Communications in collecting any amounts due in accordance with this Agreement and unpaid by Customer.)

4) Equipment and Software: **a)** The charges for the Service include (1) rental of a modem and other equipment, if necessary, to be installed at the Customer’s premises (the “Equipment”) to permit connection, and (2) additional IP addresses will require payment of additional charges. **b)** Topsham Communications will install the Equipment. Topsham Communications may enter Customer’s premises and have access to disconnect and remove the Equipment. **c)** If Customer is not the owner of the premises upon which Equipment is to be installed, Customer represents and warrants that he or she has obtained the necessary consent of the owner of the premises for Topsham Communications personnel to enter the premises for the purposes described in Section 4b. **d) Equipment:** (I) **The Equipment is and at all times shall remain the sole and exclusive property of Topsham Communications and Customer shall acquire no interest therein by virtue of the payments provided for herein or otherwise. Customer will not open, alter or tamper with the Equipment as and where installed by Topsham Communications and will not remove any markings or labels from the Equipment indicating Topsham Communications ownership. Customer will safeguard the Equipment from loss or damage of any kind and will not permit anyone other than an authorized representative of Topsham Communications to perform any work on the Equipment.** (II) Upon termination of the Service, for whatever reason, Customer acknowledges that his or her right to possess and use the equipment shall likewise terminate. In such event, the Equipment shall be reverted to Topsham Communications in the same condition when received, ordinary wear and tear expected. If the foregoing conditions are met, Topsham Communications will return to Customer his or her security deposit, if any, within a reasonable time thereafter. (III) If the Equipment is damaged, destroyed, lost or stolen while in Customer’s possession, Customer shall be liable for the cost of repair or replacement of the Equipment. If the Equipment is not returned to Topsham Communications as described in section 4d(II) upon termination of the Service, Customer will pay Topsham

Communications the sum of 200 Hundred Dollars (\$200.00) representing the replacement cost of the Equipment without any depreciation, wear and tear or the physical condition of such Equipment. Topsham Communications may apply any security deposit to any such obligation of Customer, and collect any remaining balance from Customer. In the event any amount is deducted from the security deposit and the Customer continues the service, the Customer must replace the amount so deducted. If the Customer has paid by credit card, Topsham Communications shall have the right to charge Customer's account for any cost of repair or replacement of equipment.

5) Customer Conduct: a) Customer shall use the Service for lawful purposes only. Customer shall not post or transmit through the Service any material (including any message or series of messages) that violate or infringes in any way upon the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or that, without Topsham Communications' prior written approval, contains advertising or any solicitation with respect to products or services. b) The Service contains copyrighted material, trademarks and other proprietary information, and the entire contents of the Service are copyrighted as a collective work under the United States copyright laws. Customer may download copyrighted material solely for Customer's personal use. Except as otherwise expressly permitted without copyright law, no copying, redistribution, publication or commercial exploitation of material will be permitted without the express prior written consent of Topsham Communications and where applicable, the third party copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no change in or deletion of author attribution or copyright notice shall be made. Customer may download public domain materials for Customer's own use or noncommercial distribution. c) Customer shall not upload, post, or otherwise make available on the Service any material protected by copyright or other proprietary right without the express permission of the owner thereof. Customer may upload public domain materials and is responsible for and assumes all risks with respect to the determination of whether materials are in the public domain. d) The provisions of this Section 5 are for the benefit of Topsham Communications and its subsidiaries and each shall have the right to assert and enforce such provisions directly on its own behalf.

6) Use of Services by Others. Services provided by Topsham Communications are for the sole use of the Customer and those other persons designated by the Customer (collectively called "users" in the agreement or shared among family members in one household. All other sharing and re-offering, and all resale of the Services to other persons is strictly prohibited. (a) The use of the Services must be specifically authorized in advance by the Customer; and (b) Customer is responsible for compliance with all applicable federal, state and local laws and regulations. The Customer may not make the Services available to unknown members of the public. For example, if the Customer were to use a wireless network to enable access to the Services, Customer must take steps to ensure that only those persons specifically authorized by the Customer can use the wireless network to access the Services. Wireless networks made available to the public are forbidden, regardless of whether a network is operated for profit or not. Customer is and shall be responsible for any misuse of Services, even if the inappropriate activity was committed by a friend, family member, guest, employee or any other person who obtained access to Customer's account. Topsham Communications will not give permission for the Customer to offer access to friends, neighbors, or other tenants in a multi-tenant facility, regardless of whether the endeavor is for profit or not. Under no circumstance may the customer use, or make available, the high-speed Internet service for the operation of an Internet Service Provider, regardless of whether the enterprise is for profit or not.

7) Service and Repairs: Topsham Communications will repair damage to Equipment, modify software, and attempt to correct interruptions of Service, due to reasonable Equipment wear and tear or technical malfunction, at Topsham Communications' expense. Other repair or replacement will be at Customer's expense under Section 4d (III).

1. **Access to Subscriber Premises:** Subscriber agrees to provide Topsham Communication's representatives with access at reasonable times to Subscriber's premises to install, inspect, maintain and/or repair the Equipment supplied by a Topsham Communications and, upon the termination of service, to remove the same from the premises.

8) Service Interruptions: In the event of complete failure of Service due to technical malfunction for twenty-four (24) consecutive hours or more, Customer is entitled to a prorated credit upon request. To qualify for an adjustment, Customer must request a credit within thirty (30) days of the failure. Topsham Communications shall have no liability, including as set forth in this Section 7, for interruption of Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbances, strike or weather. Topsham Communications will issue credit to individual internet customers only in the event that connection to the internet is interrupted for a period of more than five days from the time that the trouble was first reported to our business office.

9) Disclaimer of Warranty: Limitation of Liability:

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK, NEITHER TOPSHAM COMMUNICATIONS OR ITS SUBSIDIARIES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT OR INFORMATION SERVICE PROVIDERS OR LICENSORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICE. CERTAIN CONTENT MAY BE OBJECTIONABLE AND CUSTOMERS MUST EXERCISE THEIR OWN DISCRETION WHEN ALLOWING MINORS TO USE THE SERVICE.

TOPSHAM COMMUNICATIONS DOES NOT ENDORSE OR WARRANTY AND SHALL NOT BE RESPONSIBLE IN ANY REGARD FOR, ANY MERCHANDISE OR SERVICES ORDERED THROUGH THE SERVICE FROM THIRD PARTIES OR OTHER COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH

CHARGES AND SHALL INDEMNIFY TOPSHAM COMMUNICATIONS FOR ALL LIABILITY IN CONNECTION THEREWITH.

NEITHER TOPSHAM COMMUNICATIONS NOR ITS SUBSIDIARIES NOR ANY OF ITS SUPPLIERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO THE OPERATION OR REPAIR OF CUSTOMER'S COMPUTER, OR FOR ANY LOSS OF DATA BY CUSTOMER, HOWEVER CAUSED.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, IN NO EVENT (INCLUDING NEGLIGENCE) WILL TOPSHAM COMMUNICATIONS OR ITS SUBSIDIARIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICE (INCLUDING THE CONTENT INCLUDED THEREIN OR THE INFORMATION SERVICES ACCESSED THEREBY), THE EQUIPMENT OR THE SOFTWARE, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR OUT OF THE BREACH OF ANY WARRANTY.

CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF SECTION 8 SHALL APPLY TO ALL CONTENT OR INFORMATION SERVICES INCLUDED IN OR ACCESSIBLY THROUGH THE SERVICE, AND ARE FOR THE BENEFIT OF TOPSHAM COMMUNICATIONS, IT'S SUBSIDIARIES, THIRD PARTY CONTENT AND INFORMATION SERVICE PROVIDERS AND ITS SUPPLIERS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS (EACH OF WHICH SHALL HAVE THE RIGHT TO ASSERT AND ENFORCE THE PROVISIONS OF THIS SECTION 8 DIRECTLY ON ITS BEHALF).

10) Indemnification: Customer agrees to defend, indemnify and hold harmless Topsham Communications, its subsidiaries and third party content and information service providers and their respective officers, directors, employees and agents, from and against all claims and expenses.

11) Miscellaneous: This Agreement, the work order being entered into between the parties concurrently herewith, and any operating rules for the Service established by Topsham Communications now or hereafter, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter, *provided that any other subscription or customer agreement relating to the customer's telephone service with Topsham Communications shall remain in full force and effect. Acceptance of Service shall constitute acceptance of the terms and conditions herein. In the event that any portion of this Agreement is held to be invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.*


RESIDENTIAL

Installation & Set Up Fee	\$100.00**
Processing Fee	\$10.00 *
Monthly Service Fee	\$29.99/\$42.99 \$59.99/\$129.99 \$179.99
Smart RG Net Care Wireless Router	\$5.99 per month
Reconnect Fee (per reconnection)	\$45.00

** Indicates one time set up fee only applies to customers who are not signing the 2 year agreement.

*Indicates one time set up fee

TOPSHAM COMMUNICATIONS, LLC APPLICATION FOR RESIDENTIAL SERVICE

Name: _____ (Last)	(First)	(Initial)
Billing Address: _____	911 Address: _____	
Credit References Provided Yes / No or Security Deposit.....\$100.00	*Authorized User (s) _____ <i>*Can add or remove features, inquire about bill, and report troubles. Cannot terminate or start new service.</i>	
 What is Your Preferred Method of Contact: (Home Phone, Cell or Email) _____		

The undersigned makes application for the above service and equipment, and for such additional service or equipment as may be ordered later, and agrees to pay established rates for all such services and equipment. In making this application the undersigned agrees to the rules and regulations of the Telephone Company as set forth in this application and to any general changes in the rules, regulations, tariffs or rates for the service furnished under this application becomes a contract when accepted in writing by the Communication Company.

Please Note: *If the undersigned chooses not to subscribe to our services after the pre-work is started, you will be charged for time and materials that were incurred during this process.*

Once account is closed equipment such as ONT and power supply are to be returned or customer will be billed.

CPNI PASSWORD _____ **Signed:** _____ **Date:** _____

<input type="checkbox"/> RENT <input type="checkbox"/> OWN YOUR HOME
RIGHT OF WAY EASEMENT FORM MUST BE FILLED OUT BY OWNER OF PROPERTY

Phone Service

- Unlimited local and long distance, calls to Canada, Caller Id with name, Call Waiting, 3 Way calling \$30.00
- Phone Hookup Charge \$25.00
- Additional Phone Numbers _____

NOW YOU CAN BUILD YOUR OWN BUNDLE!

Choose from two or more services to create your own customized bundle!

- Choose any two services and receive a **\$10.00 discount.**
- Choose all three services and receive a **\$15.00 discount.**

PLEASE NOTE: *Discounts are a monthly credit to account. In order to maintain discount, bill must be paid on a timely basis. Prices are subject to change with a 30 day notice. Service fees may apply. If service(s) are disconnected for nonpayment then discount will be no longer be valid.*

OTHER AVAILABLE TELEPHONE FEATURES

Description	per month		
<input type="checkbox"/> Caller ID Block	\$1.50	<input type="checkbox"/> Call Trace	\$4.00 per use
<input type="checkbox"/> Call Back	\$2.25	<input type="checkbox"/> Call Transfer	\$1.50
<input type="checkbox"/> Call Block	\$1.50	<input type="checkbox"/> Distinctive Ring	\$5.00
<input type="checkbox"/> Call Forwarding *	\$1.00	<input type="checkbox"/> Non-Published Number	\$3.00
<input type="checkbox"/> Call Forwarding No Answer	Free with Call Forwarding	<input type="checkbox"/> Priority Call	\$2.25
<input type="checkbox"/> Call Forwarding Busy	Free with Call Forwarding	<input type="checkbox"/> Selective Call Accept	\$2.25
<input type="checkbox"/> Call Forwarding Fixed	Free with Call Forwarding	<input type="checkbox"/> Selective Call Forward	\$2.25
<input type="checkbox"/> Remote Call Forwarding	Free with Call Forwarding	<input type="checkbox"/> Speed Dialing (8)	\$1.00
<input type="checkbox"/> Call Reject	\$1.50	<input type="checkbox"/> Speed Dialing (30)	\$4.00
<input type="checkbox"/> Call Return (*69)	\$2.25	<input type="checkbox"/> Voice Mail (1 box)	\$4.95 # of rings
		<input type="checkbox"/> Voice Mail Family (4 boxes)	\$7.95 # of rings

Please Note: Taxes, surcharges, international and 411 calls are not included in bundle prices.

NAME

PHONE



Topsham Communications, LLC
PO Box 1075 East Corinth, VT 05040
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CONSTRUCTION POLICY FOR TOPSHAM COMMUNICATIONS

Topsham Communications, LLC will provide 150 feet of normal fiber telephone construction at no cost. The decision to place the service either aerial or buried is at the sole discretion of the Telephone Company. Beyond 150 feet, the customer will pay \$1.95 per foot for normal fiber telephone construction. Under certain conditions, construction charges above the \$1.95 per foot will be applied to cover all of the excessive expense that is incurred by Topsham Communications, LLC. Payment for these expenses is expected in full before the start of construction unless an agreement is made in writing with the customer and the company.

For the installation of underground buried service wires (BSW), to the customer's premise, the following specifications must be met if the company is to maintain the BSW.

- Conduit must be placed in all cases.
- Conduit must be a minimum of 1¼" inside diameter.
- Conduit must have a pull string (not mason string) installed.
- Conduit must be brought up on the outside of the house.
- Conduit must be exposed and capped at both ends.
- Conduit must be installed with electrical sweeps, not plumping elbows.
- Topsham Communications, LLC will inspect all communication conduit installs, prior to backfill, to insure proper installation.
- Customer is liable for the opening and closing of the ditch in the event that the cable or conduit needs repair.

Please feel free to contact the business office at 439-5325 if you have any questions.

**Topsham Communications
113 Fairground Rd
PO Box 1075
East Corinth, VT 05040
(802) 439-5325**

RIGHT OF WAY EASEMENT

_____ being the property owner, does Hereby grant unto Topsham Communications, Fairground Road, East Corinth VT, and to its successors or assigns, the right to enter upon the lands of the undersigned situated along the _____ road in the county of _____, State of _____ to construct and maintain anchors, poles, wires, and to cut and trim trees and brush that interfere with or threaten to endanger the operation and maintenance of above in order to provide Cable TV, Telephone and High Speed Internet service in your area.

The undersigned agree(s) that all poles, wires, and other facilities installed on the above route at the company's expense shall remain the property of the corporation, removable at the option of the company.

_____ Date: _____
Signature - Landowner

Print Name – Landowner

_____ Date: _____
Signature – Topsham Communications Representative



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Letter of Agency

For each of the following telephone numbers listed herein, and for each of the service types indicated herein, I hereby authorize the change of my telecommunications provider from that which I am currently using to Topsham Communications, LLC.

I appoint Topsham Communications, LLC to act as my agent in order to activate these change(s). I represent that I have the authority to change the communication carriers for each of the telephone numbers identified and that I am over 18 years of age.

I understand that Topsham Communications, LLC is going to be my carrier for local, instate, and international service. I understand that Topsham Communications LLC, may charge a per-line fee for this change. With this understood, I select Topsham Communications, LLC to provide the service types indicated herein.

Local Measured Toll Service:	<u>Topsham Communications, LLC</u>
Instate Long Distance Toll:	<u>Topsham Communications, LLC</u>
International Long Distance Toll:	<u>Topsham Communications, LLC</u>
Current Local Service Provider:	_____

Name on the Account:	_____
Numbers to be ported:	_____ _____ _____ _____
Physical Address:	_____ _____
Mailing Address:	_____ _____
Customer's Signature:	_____ Date: _____
Verified by CSR:	_____