



800 Westchester Ave.  
Suite N-501  
Rye Brook, NY 10573  
800-405-2200

## **Product-Specific Terms & Conditions**

### **POTS SERVICE**

**(Capitalized terms herein shall have the same meaning as such capitalized term shall have in the Master Terms and Conditions)**

**Term:** The Term shall commence on the earlier of (i) the date the Services are activated by Customer or Company, or (ii) fifteen (15) days after written notice by Company of its readiness to schedule service turn-up. The Term shall be minimally twelve (12) months or longer, as set forth in the Order Form. Billing shall commence on the commencement of the Term.

#### **Early Termination:**

If the customer discontinues service in whole or part prior to the expiration of this agreement, the customer is liable for an amount equal to the Broadview Networks monthly recurring charge per line for each month of service remaining on the agreement.

#### **Termination:**

- (a) In the event Customer elects to disconnect a circuit, Customer shall provide written notice to Company using a Company-provided Letter of Disconnect (available at [www.ecareenterprise.com](http://www.ecareenterprise.com)), which shall be effective thirty (30) days from the date of Company's receipt thereof.
- (b) All Company-provided equipment must be returned in good working order, normal wear and tear excepted. Customer shall ship equipment to Company within three (3) business days of disconnection of the Frontline MPLS VPN Services. For equipment not returned, Customer shall be liable for the full retail value or, in Company's discretion, the replacement value of the equipment. Company-provided equipment remains the property of Company.

#### **POTS Services Generally:**

##### **Centrex Service:**

If any lines are Centrex lines, there will be an additional \$5.00 per line charge added to



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the MRC(s) listed above.

**For Unlimited plans:**

Flat monthly fee includes outbound direct dialed calls. State to State Long Distance includes calling to the (50) United States and Canada only. Plans available for voice use only. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to receive this plan.

The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff. Inappropriate usage includes, but is not limited to, using certain Company services or calling plans in conjunction with an autodialer, call center or certain automated switching equipment, or for calls made to numbers used in connection with hotlines or radio broadcasting services.

**For Measured plans:**

Local and Long Distance usage rates are per minute. State to State Long Distance includes the Continental United States only.

**For Elite Unlimited Complete Plans:**

Flat monthly fee includes outbound direct dialed calls. State to state long distance includes calling to the (50) United States and Canada only. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to receive these plans. Rates and Charges. Price includes fees and surcharges such as FCC, PICC, LNP, CCRC, USF, and USF Admin. Price does not include applicable local, state and federal taxes and charges including e911 and USF derived from international usage.

**For all POTS plans:**

**Rates and Charges:**

Except for the early termination penalty as described below, rates and charges for the services are set forth in the Tariffs described in the Terms and Conditions on the Enrollment Form.

The Hunting and Call Waiting features are incompatible with each other. If Hunting is selected, Call Waiting will NOT be provisioned.



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