



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

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

### **BROADVIEW VOICE**

**(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:**

##### **Cancellation for Broadview Voice over Dedicated Internet Access DS3 (DS3)**

(a) If Customer cancels an order for Broadview Voice Service before Company has accepted a circuit on Customer's behalf, Customer shall be subject to a \$4,000 Order Cancellation Fee for each canceled circuit.

##### **Cancellation for Broadview Voice (All Other Transports)**

(b) If Customer cancels an order for Broadview Voice Service before Company has accepted a circuit on Customer's behalf, Customer shall be subject to a \$2,000 Order Cancellation Fee for each canceled circuit.

If Customer cancels an order after Company has accepted a circuit on Customer's behalf but before installation is complete, Customer shall be subject to an Early Cancellation Fee for each terminated Service in an amount equal to the Monthly Recurring Charge (MRC) for the Broadview Voice Service multiplied by the number of months remaining in the then-current Term.

If Customer terminates Broadview Voice Service, in whole or in part, or if Company terminates Broadview Voice Service for Cause, before the expiration of the Term, Customer shall be subject to an Early Cancellation Fee for each terminated Service in an amount equal to the MRC for the Service multiplied by the number of months remaining in the then-current Term.

(c) Service Provided without Access.

If Customer terminates Broadview Voice Service, in whole or in part, or if Company terminates Broadview Voice Service for Cause, before the expiration of the Term, Customer shall be subject to an Early Cancellation Fee for each terminated Service in



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an amount equal to the MRC for the Service multiplied by the number of months remaining in the then-current Term.

- (d) Order Cancellation and Early Cancellation Fees shall be immediately due and payable upon order cancellation or Service Termination.

**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 Broadview Voice 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.

**Customer Obligations:**

Sale of VT-1/PRI/Channel Bank services is contingent upon Customer subscribing to Broadview Networks local and long distance services. Provision of service is subject to availability. Access services are for retail customers only. If necessary, Broadview Networks will make commercially reasonable efforts to have the CPE installed at a specific location at the site, i.e. the DMARC location. However, additional inside wiring costs may be required, with prior customer approval. Cross-Connect(s) between Broadview Networks and customer cross-connect block is not included. Any additional inside wiring required at the time of installation will be billable at a rate of \$75 per 30 minute increment(s), 1 hr. minimum, plus the cost of materials.

**Services:**

- (a) Flat Rate Local Plan(s) includes up to 100,000 minutes of local calling.



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- (b) Flat Rate Local Plan(s) and Call by Call Feature not available in: WI, IN, IL, OH, MI, ME, VT, CT (Lata 920), and parts of NY (Latas-133/138/974) and PA (Latas 232/230/924/234)
  
- (c) 100k Allowance Plan(s) is not available in ME
  
- (d) \$150.00 minimum usage requirement per month applies per circuit whenever Measured with MUG plan is selected.
  
- (e) Customers who exceed the Allowance per VT-1/PRI/Channel Bank per month will be charged the above Overage per minute rate. This service is available only to business customers and is only for voice use. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to receive this plan. Customers who violate the restrictions on use or Customers who exceed the Flat Rate/Allowance per VT-1/PRI/Channel Bank for three (3) consecutive months may have their rates adjusted to the Standard Measured Plan.
  
- (f) **DS3 Transport Customers:** Internet port is provisioned on a dedicated T3 facility from Customer premises to nearest Broadview Networks Fiber Node and then transported via Sonet backbone to BVN Data Center/Internet Access Central Office and to the Public Internet.
  
- (g) **DS3 Transport Customers:** Due date for service is approximately 120 days from date of order. Customer must accept both voice and data services on installation date or no services will be provisioned and customer will be assessed \$149 Missed Appointment Fee.