

# Reasonable Use Policy

## **Reasonable Use of Residential Service**

Residence service rates apply if the service is used primarily for social or domestic purposes. Residential service is for use by a single family – the immediate family who reside in your personal residence, including the Customer’s spouse, domestic partner, children, parents, etc.

Residential service does not include Business-class lines or Trunks. Residential service is a consumer-grade product and is not to be used for commercial or resale purposes. Residential service is not to be used for Business activity. Multi-family and community use of a Residential line is disallowed. FairPoint’s service may not be used for fraudulent or illegal activities. Excessive use of service is prohibited. Excessive use is considered activity that exceeds the typical use of our customer base. Excessive use may cause network congestion and busy signals for the Customer as well as other FairPoint subscribers.

Residence service and business service may be furnished on the same premises provided that the lines are non-hunting and the residence service, when located in the business portion of the premises, is furnished as extension service and arranged to prevent outward calling and is not used for business purposes. The use of unlimited residence exchange service is restricted to the customer and members of the household.

## **Unlimited Long Distance**

Unlimited Long Distance Plans are available for average residential Customer use. Average residential Customer use will be determined by the Company based on average minutes of use of the plan by residential Customers served by the Company who subscribe to the plan. Average residential Customer use will exclude use for non-residential purposes. If a Customer has substantially more than average residential Customer use, the Company may regard such use as non-residential use subject to the Company remedies set forth following. If the Customer uses the plan for non-residential voice calling purposes, including but not limited to commercial facsimile, resale, three way calling, telemarketing, prolonged internet connections, or autodialing, the Company may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. The customer may switch to a measured long distance service, if desired. Unlimited domestic calling is available to the forty-eight contiguous states and the District of Columbia, Alaska, Guam, Hawaii, American Samoa, Puerto Rico, the Northern Mariana Islands, the US Virgin Islands, and Canada.

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## Reasonable Use of Business Service

The use of business exchange service and business foreign exchange service, as described in the Telephone Company's Catalog, is restricted to the customer, his agents and employees when engaged in his business; to residential tenants of the customer in clubs, lodging houses, hotels and motels (tenants or guests), marinas (transient guests or tenants), fraternity houses, dormitories, nurses' homes, apartment houses; to patients of hospitals; to patrons of the customer in connection with automatic dialing telephone units arranged for the origination of telephone calls only to pre-recorded telephone numbers and to joint users as arranged for.

Business service is not to be used for resale purposes. Business service is not to be used for Residential activity. FairPoint's service may not be used for fraudulent or illegal activities. Excessive use of service is prohibited. Excessive use is considered activity that exceeds the typical use of our customer base. Excessive use may cause network congestion and busy signals for the Customer as well as other FairPoint subscribers.

## Unlimited Long Distance

Unlimited Toll Usage for Business applies to voice traffic and may not be used for the transmission of data, for internet connections, or for any other non-voice application with the exception of facsimile or TTY use. This service may also not be used for autodialing. The Telephone Company reserves the right to restrict the amount of other services and equipment furnished or used in connection with any particular class of service in order to prevent any impairment in the quality of service furnished. If the Customer uses this Service for any non-eligible purpose, including, but not limited to, the examples noted above, the Company may suspend, restrict or cancel the Service. The customer may switch to a measured long distance service, if desired. Details on calls made will not be available for this service. Unlimited domestic calling is available to the forty-eight contiguous states and the District of Columbia, Alaska, Guam, Hawaii, American Samoa, Puerto Rico, the Northern Mariana Islands, and the US Virgin Islands. Some unlimited Long Distance Plans include unlimited calling to Canada.

## Impermissible Use(s)

The following activities are impermissible on FairPoint's service. Impermissible use includes, but is not limited to:

- Illegal, unlawful, or harmful activity
- Telemarketing/Call Center activity
- Fax and/or voice blasts
- Auto-dialers
- Data transmission, excluding reasonable fax and TTY use

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- Resale
- Residential use on a Business service
- Business use on a Residential service, or any enterprise level activity, including work for non-profit and government entities
- Infringement or violation of property or proprietary rights
- Use in excess of 5,000 minutes per month in Business or 3,000 minutes a month in Residence
- Excessive minutes in combination with any other abnormal activity
- Consecutive months of abnormal activity
- Abnormal calling patterns, including frequent unique numbers dialed, unusual call durations, frequency of calling services such as call forwarding, transferring, and three way or conference calling, number of calls started and terminated consecutively, or any other calling pattern deemed unusual by FairPoint
- Any use that interferes with the use of FairPoint's network, systems, or equipment
- Recording of telephone conversations transmitted over service provided by the Company is prohibited except as authorized by applicable federal, state and local laws

## International Calling

FairPoint may apply a Premium Surcharge to any international call that terminates to a location that is designated as a premium service by a foreign telecommunications company. Premium services may include calls to wireless telephones, pagers, personal computers, personal digital assistance (PDAs), devices that use satellite technology, and calls to chat lines or other information services, such as 900-type numbers. Unless otherwise stated in the RTC, international service is only provided with the corresponding interstate domestic service. Unless otherwise stated in the RTC, international service and interstate domestic service are not offered separately.

## FairPoint's Rights

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier or service provider, as appropriate.

FairPoint has the right at any time to audit, review, or analyze an accounts activity for unusual patterns or activity. FairPoint may take action to block or terminate a Customer's service as needed in reaction to its findings. FairPoint may select to move a Customer to a different per calling plan as defined within the Rates, Terms, and

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Conditions. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of the Reasonable Use Policy or the law.

The Company reserves the right to refuse to process Travel Card, Joint Offer Card and Calling Card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service. The Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment. In such circumstances, the Company's RTC will be revised accordingly.

## Liability

The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Telephone Company occurring in the in the course of furnishing service or other facilities and not caused by the negligence of the customer, or by the Telephone Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities, occurs.

The Telephone Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Telephone Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Telephone Company.

Neither this Telephone Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

The Telephone Company is not responsible to the customer, authorized user, joint user, sharer of service or patron of a reseller for damages arising out of mistakes, omissions,

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interruptions, delays, errors, or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Telephone Company caused by customer premises equipment (except where a contributing cause is the malfunctioning of a Telephone Company provided connecting arrangement, in which event the liability of the Telephone Company will not exceed an amount equal to a proportional amount of the Telephone Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission, or injury occurs).

The Telephone Company is not responsible to the customer, authorized user, joint user, and sharer of service or patron of a reseller for injuries or damages to persons or property arising from the existence or failure of customer provided power supply.