

# TCAST Communications Service Agreement

Account # \_\_\_\_\_ Group # \_\_\_\_\_ Affinity # ProDial Sales # \_\_\_\_\_

### SERVICE INFORMATION

### OUTBOUND LINE INFORMATION

Business  
Residential

Account Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Service Contact \_\_\_\_\_

Alternative Service Contact \_\_\_\_\_

Main Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Main Billing Telephone Number \_\_\_\_\_ Total # of Lines \_\_\_\_\_

Account Name as Listed on Telephone Bill \_\_\_\_\_

List all Additional Phone Lines Below:

( ) - LATA PIC? ( ) - LATA PIC?

( ) - LATA PIC? ( ) - LATA PIC?

( ) - LATA PIC? ( ) - LATA PIC?

( ) - LATA PIC? ( ) - LATA PIC?

( ) - LATA PIC? ( ) - LATA PIC?

### BILLING INFORMATION

Same as Service  
Information

Account Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Billing Contact Name and Phone Number \_\_\_\_\_

Alternative Billing Contact Name and Phone Number \_\_\_\_\_

### CREDIT INFORMATION

Individual Sole Proprietorship Partnership Corporation

\$ \_\_\_\_\_ Estimated LongDistance Usage

Social Security Number \_\_\_\_\_ Federal Tax ID Number \_\_\_\_\_

Type of Business \_\_\_\_\_ Years in Business \_\_\_\_\_

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_ Bank Officer \_\_\_\_\_

Bank Telephone # \_\_\_\_\_ Bank Acct # \_\_\_\_\_

Company Trade Reference \_\_\_\_\_ Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

Company Trade Reference \_\_\_\_\_ Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

Company Trade Reference \_\_\_\_\_ Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

### PRODUCT INFORMATION

Business 1+ Service \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Product ID Code Monthly Fee Install Fee

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Term Minimum Usage Discount Code

Business T1 Service \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Product ID Code Monthly Fee Install Fee

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Term Minimum Usage Discount Code

Residential Service \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Product ID Code Monthly Fee Install Fee

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Term Minimum Usage Discount Code

\$5.00 Sign Up Fee

\$2.00 Monthly Fee for billing under \$15.00/month

Toll Free Service \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Product ID Code Monthly Fee Install Fee

New Existing ( ) - \_\_\_\_\_

Existing include reorg ( ) - \_\_\_\_\_

Calling Card \_\_\_\_\_

Name to appear on card \_\_\_\_\_

### EXISTING LOCAL PHONE COMPANY

Pacific Bell GTE Other \_\_\_\_\_

INTERNAL USE ONLY		
Credit Approved By	Date	Credit Limit
Order Processed By	Date Rcvd	Date Processed
Bill Type Code	Billing Cycle	

### AUTHORIZATION

Customer appoints TCAST communications, Inc. (TCAST) as it's primary long distance carrier including IntraLATA (where available) and to act as its agent in all matters relating to the provision of interexchange services. Customer warrants that all credit or financial information provided is true and correct. Customer authorizes TCAST to perform credit checks and to investigate any credit, bank, or trade references included in this agreement. The signature below confirms that the customer has read, understands, and agrees to be bound by the terms and conditions set forth on the reverse side of this agreement, which are part of this agreement. The undersigned states that he/she has the authority to enter into this agreement.

Authorized By/Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## RESIDENTIAL SERVICE AGREEMENT TERMS AND CONDITIONS:

This Service Agreement ("Agreement") authorizes TCAST Communications, Inc. (hereinafter referred to as "Carrier" or "TCAST"), to provide and provision long distance service for Customer or its authorized agent (hereinafter referred to as "Customer") in accordance with the terms and conditions herein set forth and on the Application for Service. TCAST is authorized to provide the following voice and/or data services, using switched access, to Customer including local, and intraLATA toll calls, intrastate, interstate and international calling, as well as inbound (800), calling card and pre-paid debit card service.

This Agreement is subject to final approval of the Carrier. All rates for service shall be based on Carrier's rate plans as specified in this Service Agreement. Customer shall accept full responsibility for all calls made from Customer location or charged to Customer calling card(s). In the event that Customer loses said calling card(s) and/or desires to cancel said calling card(s), Customer shall notify Carrier by phone, and then follow-up in writing by mail or by fax. Customer's liability for lost or canceled calling card(s) shall cease 2 hours after said phone notification.

## INTERRUPTION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Rules and Regulations, which specified the priority system for such activities.

## BILLING, PAYMENTS AND SERVICE CANCELLATION

- a. Customer hereby authorizes Carrier to make any investigations of credit worthiness of Customer that Carrier deems necessary.
- b. Service is billed on a monthly thirty-day (30) basis, until the expiration or termination of this Agreement. Carrier may back bill for services rendered for up to three months, not including current month.
- c. Customer is responsible for payment of all charges for services furnished to Customer.
- d. Invoices will be payable upon receipt. A late fee equal to the lesser of the maximum lawful rate of interest or one and a half percent (1.5%) per month will accrue upon any unpaid amount commencing on the 30<sup>th</sup> day after date of invoice.
- e. If notice of a dispute as to charges is not received, in writing, by Carrier within thirty-days (30) after date of invoice, such invoice shall be deemed correct and binding upon Customer.
- f. If Customer does not pay a due invoice, Carrier, at its discretion, may debit the Customer's authorized credit card number that Carrier has on file, for the full amount of the invoice plus any late charges that may apply.
- g. A charge of \$20.00 will be made on any insufficient fund check to Carrier on Customer's account (unless prohibited by law).
- h. Customer will also be liable for all collection costs including attorney's fees, court fees, and all other costs associated with collection. Customer agrees that all disputes will be under the laws of the State of California; venue shall be Los Angeles County.

Carrier may suspend service or cancel service without incurring any liability for any of the following reasons:

- a. Suspend service for non-payment of any sum more than thirty-days (30) after date of invoice. Carrier will attempt to contact customer prior to suspension.
- b. A violation by Customer of any law, rule or regulation of any governing authority having jurisdiction over the service.
- c. Prohibition against Carrier furnishing services by order of a court or government authority having jurisdiction.
- d. For usage by Customer beyond the credit limit.
- e. If Customer provides false or misleading Customer credit information.

## LIMITATIONS OF LIABILITY

Carrier is not liable for any act or omission of any other company or companies furnishing a portion of their service to Customer. Carrier is not liable for any acts or claims made by authorized Independent Agents unless they are approved by an officer of Carrier, in writing, or contained in a document provided by Carrier. Carrier shall be indemnified and held harmless by Customer against:

- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, or service mark arising out of the material, data, information or other content transmitted by or on behalf of Customer over the Carrier's facilities;
- b. Claims for patent infringement arising from combining or connecting to the Carrier's facilities with apparatus and systems of the Customer;
- c. All other claims arising out of any act or omission of Customer in connection with any Service provided by Carrier; and,
- d. Carrier shall not be liable for, and Customer indemnifies and hold Carrier harmless from, any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or person, for any personal injury to or death of any persons, and for any loss, damage, defacement or destruction of the premises of Customer or any other property, whether owned by Customer or others, caused or claimed to be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of terminal or other equipment that is not the direct result of Carrier's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of Carrier. Carrier shall not be liable for any general, special, indirect, incidental or consequential damages, whatsoever, as a result of the services provided by the Carrier. In addition, Carrier may specifically enforce this agreement by injunctive or other equitable relief.

## ASSIGNMENT AND CHANGE OF UNDERLYING CARRIER

In the event Customer sells transfers or assigns their interest in the Customer's business, this agreement will inure to the benefit of the owner. Carrier may assign, sell or transfer their interest in this agreement without the consent of Customer.

## AUTHORIZATION

Customer appoints TCAST Communications, Inc. (TCAST) as its primary long distance carrier (including IntraLATA where available) and to act as its agent in all matters relating to the provision of interexchange services.

Customer warrants that all credit or financial information provided is true and correct. Customer authorizes TCAST to perform credit checks and to investigate any credit, bank, or trade references included in this Agreement.

The signature below confirms that the Customer has read, understands, and agrees to be bound by the terms and conditions set forth on the this Service Agreement, which are part of this Agreement.

The undersigned states that he or she has the authority to enter into this Agreement.



**TCAST**  
Communications, Inc.

\_\_\_\_\_  
Signature of Customer-Authorized Person

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date