



Welcome to MTC  
**cable**phone



## Contact Us

**Business Hours:**  
Monday-Friday 8:30 a.m. - 4:30 p.m.

**Phone:**  
(845) 586-2288

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PO Box 349, Margaretville, NY 12455

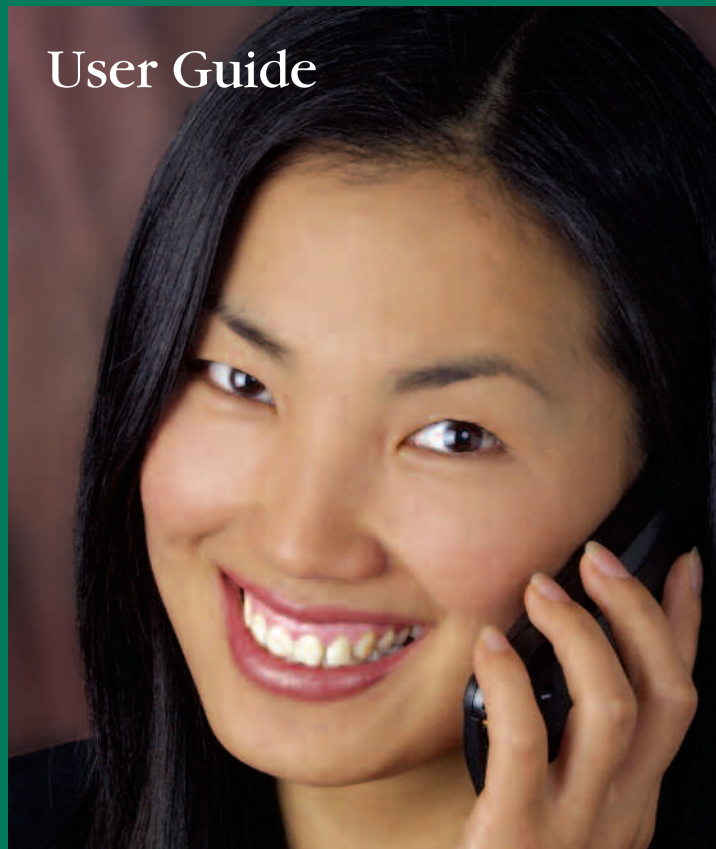
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50 Swart Street, Margaretville, NY 12455

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**Web Site:**  
[www.mtctelcom.com](http://www.mtctelcom.com)

2/2007

## User Guide



# Welcome!

We'd like to take this opportunity to welcome you to Cable Phone, and to thank you for signing up. We're confident you'll enjoy this new service.

This booklet provides detailed instructions for setting up and making the most of all the features of Cable Phone. If you have any questions, please do not hesitate to contact us at any time.

Sincerely,

MTC Cable



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# Using Your MTC Cable Phone Service

## HOW TO MAKE A CALL

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### Domestic

There are no changes in the way you make long distance calls with Cable Phone. Just dial as you normally would. Cable Phone allows you to call anyone, anytime, anywhere in the US and most US Territories, including Puerto Rico, for a flat monthly rate. International calls are billed at rates competitive with other major providers.

### International

To make an international call, dial 011, plus the country code, then the telephone number. If you do not know the country code, or you want an operator to place the call for you, just dial 00.

Note: International Calling Rates and charges for Operator Services, if used, will apply. For prices, please refer to the MTC Cable Phone Service web site <http://www.mtctelcom.com> or call Customer Service at 845-586-3311.

### Operator Services

To contact the operator, dial 0 for local calls and 00 for long-distance calls.

OPERATOR ASSISTANCE IS AVAILABLE FOR  
THE FOLLOWING TYPES OF CALLS:

- Collect Calls
- Person-to-Person Calls
- Bill to Third Party Calls
- Busy Line Verify
- Busy Line Interrupt

*NOTE: Additional Charges will apply, depending on the service requested. For prices, please refer to the MTC Cable Phone Service web site <http://www.mtctelcom.com> or call Customer Service at 845-586-3311.*

### In An Emergency —

#### 911 EMERGENCY CALLS

Police, fire and emergency medical services can be reached by dialing 911. Enhanced 911 (E911) automatically provides the emergency service personnel with your telephone number and address when you dial 911 from your home phone. Remember; dial 911 immediately in case of an emergency.

## Directory Assistance —

### DIRECTORY LISTINGS

To obtain Directory Assistance for local, long distance and international listings, simply dial 411.

### DIRECTORY ASSISTANCE CALL COMPLETION

Dial 411 for access to local and long distance numbers, then press the indicated key or ask the Directory Assistance Operator to complete your call automatically.

*NOTE: Directory Assistance calls are charged on a per-call basis. For prices, please refer to the MTC Cable Phone Service web site <http://www.mtctelcom.com> or call Customer Service at 845-586-3311.*

## CALLING FEATURES

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### Call ID Number and Name

Call ID lets you see the number and, if available, the name of the party that is calling you. You can decide whether or not to answer the incoming call. If you choose not to answer the call it will go to your voice mail.

Note: You must have proper equipment to see the Call ID information transmitted.

### Call Waiting

With Call Waiting, you can take a second call without disconnecting the first. When you are on the telephone, a call waiting tone will alert you that you have another incoming call. You can choose to place your current call on hold and take the second call, or you can simply continue talking and the second call will be forwarded to your voice mail.

#### TO USE CALL WAITING:

- Press and release the switch hook or flash button when you hear the Call Waiting Tone.
- Your first call will be placed on hold, and your second call will be on the line.
- Press the switch hook or flash button as often as you would like to switch between the two calls.
- To end the first call and answer the second, simply hang up. Your telephone will ring and your second call will be on the line.
- You can end either call by having the caller hang up.

#### TO TEMPORARILY DISABLE CALL WAITING:

- Lift the receiver and listen for dial tone.
- Dial \*70 to cancel Call Waiting for the current call.
- Dial the number you wish to call.

### Call Waiting ID

With Call Waiting ID, you will be able to see the name and number of the second caller when you hear the Call Waiting tone. You can then decide whether to place the first call on hold and take the second call or continue talking and let the second call go to your voice mail.

### Call Forward

Call Forward allows you to forward all your incoming calls to another telephone number when you are away from home.

#### TO USE THE CALL FORWARD FEATURE:

- Lift the receiver and listen for dial tone.
- Dial \*72.
- Dial the number that you wish to have your calls forwarded to.
- If no one answers, you need to dial \*72 + the number again.
- Listen for confirmation that the feature has been activated.

#### TO CANCEL THE CALL FORWARD FEATURE:

- Lift the receiver and listen for dial tone.
- Dial \*73.
- Listen for confirmation that the feature has been deactivated.

#### THINGS TO REMEMBER

*Remember to turn the Selective Call Forwarding feature off when you no longer wish to have the selected telephone numbers forwarded to a different telephone number.*

#### CALL FORWARD BUSY

The Call Forward Busy feature is automatically provided with your voice mail service. It will automatically transfer incoming calls to your voice mail service when the line is busy unless you choose to answer them when you hear the Call Waiting tone.

#### CALL FORWARD RING/NO ANSWER

The Call Forward Ring/No Answer feature is automatically provided with your voice mail service.

It will automatically transfer incoming calls to your voice mail service when your telephone rings and you do not answer it.

## Return Call

With Return Call, you will hear the telephone number of the last number that called you.

TO USE THE RETURN CALL FEATURE:

- Lift the receiver and listen for dial tone.
- Dial \*69.
- You will hear the telephone number of the last caller.

## Three-Way Calling

With Three-Way Calling you can set up your own 3-party conference calls.

TO USE THE THREE-WAY CALLING FEATURE:

- Once you are on the line with your first call.
- Press and release the switch hook or flash button to hear a second dial tone.
- Dial the number for your second party.
- When the second party answers, press and release the switch hook or flash button.
- Your three way call will begin.
- When finished with the call, simply hang up.

## Anonymous Call Rejection

With the Anonymous Call Rejection feature, you can choose to reject incoming calls from parties that have suppressed (blocked) the identity of their name and/or directory number (DN), which would otherwise appear on your Call ID display. When the feature is enabled, the caller is routed to an announcement.

TO ENABLE AND DISABLE THE ANONYMOUS CALL REJECTION FEATURE:

- Lift the receiver and listen for dial tone.
- Dial \*77 to reject calls from blocked numbers.
- Dial \*87 to allow calls from blocked numbers.

SELECTIVE CALL REJECTION  
(CALL SCREEN SERVICE)

With the Selective Call Rejection Feature, you can choose to block incoming calls from up to 12 specific telephone numbers.

To access the service and listen to the prompts:

- Listen for a dial tone.
- Dial \*60.
- Dial 0 to hear the instructions.

*The following instructions are available via voice prompts:*

TO ACTIVATE OR DEACTIVATE SELECTIVE CALL REJECTION:

- Listen for a dial tone.
- Dial \*60.
- Listen to the ON/OFF announcement.
- To turn the feature on or off, press or dial 3.

TO ADD A NUMBER TO YOUR BLOCKED NUMBER LIST:

- Listen for a dial tone.
- Dial \*60.
- Press #.
- Enter the selected phone number.
- Press # again.
- Repeat the “#[TN]#” procedure until you have entered all of the desired TN [telephone numbers].
- Hang up.

*Or,*

TO ADD THE NUMBER OF THE LAST INCOMING CALL TO YOUR LIST:

- Listen for a dial tone.
- Dial \*60.
- Dial #01#.

TO REVIEW THE PHONE NUMBERS ON YOUR LIST:

- Listen for a dial tone.
- Dial \*60.
- Dial 1 during the announcement.
- The list entries will be announced.
- After hearing an entry, you may press 07+#[TN]# to remove the telephone number from your list.

TO REMOVE PHONE NUMBERS FROM LIST:

- Listen for the dial tone.
- Dial \*60.
- Dial \*[TN]\* to remove a specific TN [telephone number] from your list.

**THINGS TO REMEMBER:**

*If one of your Selective Call Rejection numbers is also on another Selective Call feature list, you must deactivate Selective Call Rejection before using the other feature.*

## SELECTIVE CALL ACCEPTANCE (AVOID-A-CALL SERVICE)

With the Selective Call Acceptance Feature, you can create a list of up to 12 specific telephone numbers that you will accept calls from. All other callers will be directed to a recording.

### TO ACCESS THE SERVICE AND LISTEN TO THE PROMPTS:

- Listen for a dial tone.
- Dial \*64.
- Dial 0 to hear the instructions. The following instructions are available via voice prompts:

### TO ACTIVATE THE SELECTIVE CALL ACCEPTANCE FEATURE:

- Lift the receiver and listen for dial tone.
- Dial \*64.
- Listen to the ON/OFF announcement.
- To turn the feature on or off, press or dial 3.

### TO ADD A NUMBER TO YOUR ACCEPTED NUMBER LIST:

- Listen for a dial tone.
- Dial \*64.
- Press #.
- Enter the selected phone number.
- Press # again.
- Repeat the “[TN]#” procedure until you have entered all of the desired TN [telephone numbers].
- Hang up.

### TO REVIEW THE PHONE NUMBERS ON YOUR LIST:

- Listen for a dial tone.
- Dial \*64.
- Dial 1 during the announcement.
- The list entries will be announced.
- After hearing an entry, you may press 07 to remove the telephone number from your list.

### TO REMOVE PHONE NUMBERS FROM LIST:

- Listen for the dial tone.
- Dial \*60.
- Dial \*[TN]\* to remove a specific TN [telephone number] from your list.

### THINGS TO REMEMBER

*Remember to turn the Selective Call Acceptance feature off when you wish to return your line to normal status and accept all incoming calls.*

## Speed Calling 8

The Speed Calling 8 feature allows you to assign a speed dial code to up to eight unique numbers.

### TO ASSIGN OR CHANGE THE SPEED DIAL CODE:

- Lift the receiver and listen for dial tone.
- Dial \*74.
- Please press the digit (2 through 9) that you would like to correspond with your speed dialed number.
- Immediately enter the desired 10-digit telephone number that you want to assign the code to (include the 1 for long distance calls or 011 for international calls).
- Dial #.
- The system will return a confirmation tone to indicate that you have successfully assigned or changed the speed dial code.

### TO USE THE SPEED CALLING 8 FEATURE

- Lift the receiver and listen for dial tone.
- Dial the speed digit (2-9) for the number that you wish to call.
- Dial #.

## Call ID Blocking - Per Call

With Call ID Blocking, you can prevent your name and telephone number from being displayed on Call ID on certain calls. If you wish to block your Call ID information from being sent to the party you are calling, simply dial \*67 after going off-hook, but prior to dialing the called number.

*NOTE: Call ID Blocking may not be available on some calls, including calls to E911.*

## Call Trace

The Call Trace feature enables you to protect yourself from threatening, harassing or abusive telephone calls. When you activate the call trace feature, the number of the last incoming call will be traced so that law enforcement officials may take appropriate action against the offending party.

### TO USE THE CALL TRACE FEATURE:

- When you receive a threatening, harassing or abusive call, hang up immediately.
- Lift the receiver and listen for dial tone.
- Dial \*57.
- Hang up.
- Contact the New York State Police at 845-586-2681 or Delaware County Sheriff office at 607-746-2336 to file a complaint. Also contact the MTC Cable business office at 845-586-3311.

## MTC Cable Phone Voice Mail

When you're away from home or if you just don't get to the phone in time, callers are able to leave you a message. Callers can even leave a message while you are on the phone. If you decide not to pick up an incoming call using Call Waiting, the caller will be redirected to your voice mail. The next time you pick up the telephone you will hear a "stutter" dial tone indicating that you have a message waiting. If your telephone has a message waiting indicator light, it will be lit when you have a message waiting.

### Setting Up Your Voice Mail

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To set up your MTC Cable Phone Voice Mail service, follow these easy-to-use instructions.

The first time you access your voice mail, you must call from your home telephone. You will be prompted to create a personalized passcode, record your own voice signature, and record a personal greeting.

#### DIAL YOUR HOME TELEPHONE NUMBER

1. Dial your 7-digit phone number and enter your default passcode when prompted. (The default passcode will be the last four digits of your phone number.)
2. Follow the prompts to: Create your new passcode of four (4) to eight (8) digits;
3. Record your name announcement (you have 10 seconds to record your name),
4. Record a personal greeting or select the standard greeting (you have 30 seconds to record a personal greeting).

*NOTE: You must complete all the steps above during a single call, or you will need to repeat all the steps the next time you call in to your voice mail.*

### Accessing Your Voice Mail

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#### FROM YOUR HOME TELEPHONE:

- Dial your 7-digit home telephone number.
- Enter your passcode when prompted.

*SUGGESTION: You may wish to use the Speed Calling 8 Feature, described elsewhere in this document, to assign a speed dial code to your home telephone number.*

#### WHEN YOU ARE AWAY FROM HOME:

- Dial your telephone number.
- Press the \* key when your personal greeting begins to play.
- Enter your passcode when prompted.

#### TO LISTEN TO YOUR VOICE MAIL MESSAGES

- Press 1.  
*From here, you can do the following:*
- Press 2 to reply to another MTC Cable Phone user.
- Press 4 to replay the message
- Press 7 to erase the message
- Press 9 to save the message
- Press 0 for more options

#### TO CHANGE YOUR GREETING

- Access your voice mail.
- Press 3 for personal options
- Press 3 for greetings
- Press 1 to record personal greeting or 2 to record your name (Voice Signature)

#### TO CHANGE YOUR PASSCODE

- Access your voice mail
- Press 3 for personal options
- Press 2 for administrative options
- Press 4 to change passcode (This can be done as often as you like. Passcodes must be a minimum of 4 digits and a maximum of 8 digits.)

### Additional Information About Your Voice Mail Service

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#### MESSAGE WAITING NOTIFICATION:

- **AUDIBLE** — When you take your phone off-hook, you will hear approximately 10 seconds of stuttered tone prior to hearing normal dial tone.
- **VISUAL** — If you have a telephone that is equipped with a message waiting indicator, the message waiting light on your phone will either flash or illuminate, depending on the type of phone you have purchased.

#### GREETINGS

- **GREETING LENGTH** — Your personal greeting may be up to 30 seconds long.
- Your voice signature may be up to 10 seconds long.
- **IF YOU DO NOT RECORD A GREETING** — If a personal greeting or voice signature is not recorded for the voice mailbox, then the following standard greeting will be used:

*"You have reached the voice mailbox of NPA-NXX-XXXX (Your Telephone Number). To leave a voice message, press 1 - or just wait for the tone. To send a numeric page, press 2 now."*

After three seconds of silence, if the caller does not press 1 or 2, they will hear:

*“At the tone, please record your voice message. When you are finished recording, you may hang up or press pound for more options”.*

The recording tone is then played to the caller, and the caller can record a message or hang up.

#### MESSAGES

- The maximum number of voice messages that can be stored in your voice mail is 30,
- The maximum number of minutes that can be saved is 120 minutes, and
- The maximum length of a single message is 4 minutes.

#### AVAILABLE MESSAGING INFORMATION

- The date and time of each message
- Urgent and Private message classifications
- An announcement detailing the number of messages being held. (e.g. “You have 3 new messages and 1 saved message.”)
- A warning message when message queues exceed the maximum size.

#### MESSAGE STORAGE

- New messages will be retained for 20 days, unless you have marked them as saved.
- Messages that you have marked as saved will be kept for an additional 30 days.

### **Additional Features**

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The following options are available within voice mail:

- Date/Time/Caller information
- Send Reply (To other MTC Cable Phone subscribers)
- Forward 8 seconds
- Rewind 8 seconds
- Delete
- Save
- Skip

#### IF YOU FORGET YOUR PERSONAL PASS CODE

You have three attempts to enter your personal pass code for voice mail authentication. After the third attempt you will need to call MTC Cable Customer Service to have your pass code reset.

- To have your pass code reset, please call 845-586-3311.

## Frequently Asked Questions

### **Q: What is Cable Phone?**

A: Cable Phone is a multi feature, digital phone service available from MTC Cable. Cable Phone is as simple and easy to use as traditional phone service, plus you get unlimited long distance calling within the US and most US territories, all for one low monthly rate.

### **Q: Where is MTC Cable Phone Service Available?**

A: Cable Phone Service is available in most locations where MTC Cable provides existing television or internet service.

### **Q: How does Cable Phone compare to a VoIP Service?**

A: While MTC Cable Phone Service is an IP-based telephony service, Cable Phone is managed over MTC's private IP network so customer's calls never touch the public Internet. Traditional VoIP providers (as advertise regularly on TV) connect your calls via the public Internet and are subject to delays and static which can occur when using this open, public network. Cable Phone operates over the MTC Cable network where sufficient bandwidth is always allocated to voice signals to ensure consistent, high quality.

### **Q: Can Cable Phone replace traditional phone service in my home?**

A: Yes. Cable Phone provides all your local, in-state and long distance calling, so you can replace your current residential phone service.

### **Q: Can I keep my current phone number when switching to Cable Phone service?**

A: Yes, if your number is portable (able to transfer or “port it” to a new carrier) you will be able to keep your existing phone number.

### **Q: Should I disconnect my current phone service?**

A: If you kept your current phone number (ported your number), MTC Cable will have contacted your previous phone provider to ensure that your phone service was disconnected. We recommend that you verify with you previous provider that your service with them has been disconnected. In some instances (where lifeline service or certain security systems are in place), it may be preferred to keep your existing provider and use Cable Phone for its features and unlimited calling options.

**Q: Do I need to buy any special equipment?**

A: No, you can use the phones you have right now. After service is ordered and an installation appointment is scheduled, an MTC technician will come to your home and set up everything for you.

**Q: Can I connect all the phones in my home to Cable Phone?**

A: Yes, up to 5 phones can be connected to Cable Phone. Cable Phone will work with almost all existing telephones (except rotary dial), so there is no additional equipment to purchase.

**Q: Can I connect a fax machine or alarm system to Cable Phone?**

A: Cable Phone is compatible with most newer fax machines and alarm systems. It is advisable to contact your alarm system provider to verify compatibility and any limitations.

**Q: How do I choose a long distance provider?**

A: By subscribing to Cable Phone, you are choosing MTC Cable to be your long distance provider.

**Q: How do I make long distance calls?**

A: There are no changes in the way you make long distance calls with Cable Phone. Just dial as you normally would. Cable Phone allows you to call anyone, anytime, anywhere in the US and most US Territories, including Puerto Rico, for a flat monthly rate. International calls are billed at rates competitive with other major providers.

**Q: How do I make international calls?**

A: There are no changes to how you call internationally. Just dial as you normally would (for example: 011+county code + city code + local number of the person you are calling).

**Q: Are there taxes and other surcharges for Cable Phone?**

A: Your monthly statement will reflect your Digital Phone rate plus taxes, fees, and charges for international calls, directory assistance and operator assisted calls. However, due to the IP voice transport, subscribers should see a savings in certain surcharges applied compared to their current provider.

**Q: Can I use my calling card for long distance calls?**

A: The Cable Phone calling plan includes unlimited long distance calling in the United States and most US Territories, including Puerto Rico. We also offer competitive international rates; however, you can still use a calling card.

**Q: Can I call 911 using Cable Phone?**

A: Yes. Cable Phone supports 911/E911 functionality.

**Q: If my cable service goes out, can I still use my phone?**

A: Yes, in most cases. Cable Phone uses different frequencies than digital cable service, so an interruption in cable service should not affect your phone. However, if inclement weather damages the local plant, or a network outage or prolonged power outage occur, cable and Cable Phone service could be interrupted. The Multimedia Terminal Adapter used to provide Cable Phone Service is equipped with batteries for approximately 8 hours of back-up time during power outages.

**Q: Can I use my high-speed modem and talk on the phone at the same time?**

A: Yes, the MTA (Multimedia Terminal Adapter) will allow you to access the Internet and talk on the phone at the same time because each feature of the MTA (modem) is independent.

**Q: What if there is a power failure?**

A: Your MTC Cable Phone Service is designed to continue to work for up to 8 hours during commercial power outages. In order to continue to use your MTC Cable Phone Service during commercial power outages, you will have to use a wired telephone. Most cordless telephones will not function during power failures.

*NOTE: Your telephone may not work if there is a CATV line failure.*

## MTC Cable Phone Trouble-Shooting Tips

a). Verify proper MTA (modem) operation by examining the lights on the front of the modem. For proper operation, the "Power", "DS", "US", "Online" and "Telephone 1" lights should be lit. If any of these lights are blinking, power cycle the MTA by briefly unplugging and re-plugging the unit from the electrical outlet. After allowing the MTA to recycle (usually less than one minute) and any of the above lights continue to blink, contact MTC Cable for further assistance.

b). If the "Power", "DS", "US", "Online", and "Telephone 1" lights are solid green, please try the following trouble-shooting tips:

- 1). Be certain all telephone outlet and telephone connections are secure including the connection between MTA (modem) and phone or phone outlet.
- 2). Disconnect all telephone accessories such as answering machines and cordless telephone rechargers from the line.
- 3). Disconnect the existing telephone line on the back of the modem and connect a phone directly to the "Telephone 1" outlet on the back of the modem. If dial-tone is present, then the problem is in the wiring back to the rest of the house. If no dial-tone is present, contact MTC Cable.

## MTC Cable Phone Wire Maintenance Policy

MTC Cable offers, on a per outlet basis, a wire maintenance program covering trouble-shooting and repair cost of the telephone outlet and associated wiring should problems occur. This monthly wire maintenance fee is in lieu of MTC repair charges including, but not limited to trip visit charges and material / labor charges. MTC maintained outlets must meet the following conditions:

- a). Outlets installed by MTC, or outlets previously installed by others and determined to meet MTC Cable installation standards. MTC installer to verify at time of activation.
- b). Outlets in which MTC has access to and can replace, if necessary, in a manner consistent with MTC Cable installation standards and practices (ie: no wall fishing, pre-wired outlets, etc).
- c). Outlets which have not been subjected to abuse or misuse.

## MTC Cable Phone Residential Subscription Agreement

Effective: November 1, 2006

### 1. General:

This Agreement is between the Subscriber and MTC Cable (Operator) and sets forth the terms and conditions governing the Operator's provisioning of the Service to the Subscriber. The Agreement includes the MTC Cable Phone Service Installation Agreement, "Letter of Authorization" to Change Subscribers' Local and Long Distance Telephone Service Provider, and "MTC Cable Phone Residential Price List" which are incorporated herein by reference.

By enrolling in, using, or paying for this service, I (Subscriber) agree to the prices, terms, and conditions set forth in this Agreement, including those related to E-911, service interruptions, and limitation of liability. If I do not agree to the pricing or to any terms or conditions, I will contact the MTC Cable offices immediately by calling (845) 586-2288 during normal business hours to CANCEL SERVICE.

### 2. Definitions

- (a). "Cable Phone" means MTC Cable digital phone service which converts voice communications into Internet Protocol ("IP") for two-way local, regional toll, and long distance calling including calling features.
- (b). "Service" means MTC "Cable Phone", also referred to as Cable Phone Service.
- (c). "Agreement" means this MTC Cable Subscription Agreement for Cable Phone Service, referred to as Service, which may be amended from time to time by Operator.
- (d). "Operator" means MTC Cable, as well as all of its corporate parents, affiliates, and subsidiaries, and all of their respective officers, directors, employees, owners, agents, and contractors.
- (e). "Subscriber" (also referred to as "I", "Me", and "My" in this Agreement) means the account holder who is 18 years old or older authorized by Operator to access or use Cable Phone Service.
- (f). "MTA" means Multimedia Terminal Adapter
- (g). "Operator Equipment" shall mean all equipment, such as MTA, external cabling and related electronics, and any software, that is installed and/or provided by MTC Cable. Operator Equipment will remain property of MTC Cable
- (h). "Customer Equipment" shall mean all equipment, such as telephone handsets, existing telephone wiring, and outlets not purchased, installed, or maintained by MTC Cable.

### 3. The Service

- 3.1 Operator will provide subscriber with Multimedia Terminal Adapter ("MTA"), access to the public switched telephone network ("PSTN"), and its services (the "Service") subject to this Agreement, from the date on which subscriber accepts the Agreement until either Operator or Subscriber terminates it as provided in Section 8.
- 3.2 Operator will make reasonable efforts to provide Subscriber with continuous, uninterrupted, expedient, and error-free Service. Nonetheless, I understand that temporary interruptions of the Service may occur as normal events in the provisioning and maintenance of the Service. I understand that Operator has no control over the facilities or services of third parties, including underlying and connecting carriers, and that delays, errors or disruptions involving them are completely beyond Operator's control.

- 3.3 I expressly acknowledge that the Service uses electrical power in my home and understand that if there is an electrical power outage, 911 calling and other calling capabilities may be interrupted if the battery back-up in the associated MTA is not installed, fails, or is exhausted after several hours. Furthermore, calls including 911 may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or other technical problem.
- 3.4 I acknowledge that the Service offered and provided under this Agreement may not be compatible with certain home security systems and that, in order to maintain any necessary alarm monitoring functions, I may be required to maintain a telephone connection through the local exchange carrier. In the event that MTC Cable installs and configures the Service to operate with Subscriber's home security system, I expressly acknowledge that I must contact the provider of the alarm monitoring services in order to test the compatibility of the alarm monitoring services with the Cable Phone product.
- 3.5 The Service is intended for Residential Service. I agree to use the Service solely in a private residence or in the residential area of a premises used for both residential and commercial purposes.
- 3.6 In order to receive the Service offered and provided under this Agreement, any and all of Subscriber's accounts with the Operator, including those for other services, must be paid to current. Subscriber understands and acknowledges that the nonpayment of charges associated with Operator's cable television service, cable modem service, and/or Service may result in disconnection of the Service with notice as required by applicable law.
- 3.7 I agree to ensure that all uses of the MTC Cable Equipment and Service installed at my premises are legal and appropriate. Specifically, I agree to ensure that all uses by me or by any person ("user"), whether authorized by me or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Operator reserves the right to act without notice to terminate or suspend the Service and/or remove from the Service any information transmitted by or to me (ie: Voice Mail), (i) if Operator determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with MTC's ability to provide the Service to me or others, or (iii) reasonable believes that such use may violate laws, regulations, or written and electronic instructions for use.
- 3.8 I expressly agree not to use the Service for auto-dialing, extensive call forwarding, "dial-up" Internet use, telemarketing, call center service, medical transcription, facsimile broadcasting, or any commercial purpose or application.
- 3.9 I agree and represent that I am buying the Service for my own personal use and that I will not resell or permit another to resell the Service in whole or in part.
- 3.10 I will not alter, modify, or tamper with the MTC Cable Phone Equipment or with the Service, or permit any other person (not expressly authorized by MTC) to do so.
- 3.11 I agree that the MTA and Service will only be used at the service address appearing on my service records. I understand and acknowledge that if I attempt to relocate or use the MTC Cable Phone equipment at another location, the Service (including 911) may fail to operate properly and is a violation of this Agreement.
- 3.12 If I violate any of the restrictions in this Agreement, MTC Cable reserves the right to terminate the Service immediately and without Notice.
- 3.13 I understand and acknowledge that the Service is not the subject to the jurisdiction of any state regulatory agency.

#### 4. 911 / E911 Functionality

- 4.1 The Service includes a 911 / Enhanced 911 (E911) function which may differ from the 911 service furnished by other providers. I have carefully read the information below and acknowledge and accept any limitations of the 911/E911 function. I agree to convey these limitations to ALL persons residing in my household and others who may place calls using the Service. I understand anyone with questions regarding the 911/E911 function should contact the MTC Cable Customer Service Group at (845) 586-2288 during normal business hours.
- 4.2 In order for 911/E911 calls to be properly directed to emergency service, MTC Cable must have my correct service address. If I attempt to move the Service and/or MTA to another address without MTC Cable approval, 911/E911 calls may be directed to the wrong emergency authority resulting in delayed or lack of emergency service response. I agree that all changes in service address require MTC Cable prior approval.
- 4.3 Cable Phone uses the electrical power in my home. If there is an electrical power outage to the MTA, 911/E911 calling may be interrupted if the battery back-up in the MTA is not installed, fails, or is exhausted after several hours of use. Furthermore, calls, and 911/E911 calls may not be completed if there is a problem with network facilities.

#### 5). Billing and Payment

- 5.1 Cable Phone rates and charges can be found in the MTC Cable Residential Phone Price List. Operator may change any such rate or charge upon 30 days' notice to Customer. If Customer continues to use any form of the Service after the effective date of such change, he will be deemed to consent to take Service under such changed rates or charges.
- 5.2 Subscriber agrees to pay Operator for his/her subscription to the Service and for all use of Subscriber's account, including applicable charges for installation, if any, and all local state and federal taxes, fees, and surcharges (including, but not limited to, gross revenue and excise tax surcharges), and any assessments imposed on the Service. The calling plans billed as a flat monthly fee do not include certain call types. Both the amounts and types (ie: periodic, time-based, usage-based) of charges for the Service are subject to change. Recurring monthly charges for Service will be billed monthly in advance. Charges based upon actual use of the Service (including but not limited to charges for international calls, directory assistance, and/or operator assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill. Subscriber is responsible for, and will pay, all charges for Services and calls originated on or terminated to Subscriber's lines, whether or not authorized by, or with the knowledge or consent of, Subscriber.
- 5.3 If the computed charge for a measured call, computed tax, or surcharge includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.
- 5.4 An administrative late charge may be assessed on Service accounts that are past due and shall not exceed 1.5% per month, compounded monthly. If the Service is disconnected as a result of late payments, a reconnect fee in addition to all past due amounts will be collected before reconnection of service.
- 5.5 Service may allow access to other enhanced service providers (ie: information service through 800, 888, 866, and 877 numbers), and other third party providers. Subscriber acknowledges that charges

may be incurred with such providers that are separate and apart from the amounts charged by MTC Cable. Subscriber agrees that all charges payable to third parties, including applicable taxes, are subscriber's sole responsibility; Subscriber will pay such charges directly to the third party provider, and hold harmless and indemnify Operator from and against any such charges.

- 5.6 Operator may verify Subscriber's credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on Subscriber's credit standing and anticipated or actual use of Service. Subscriber consents to Operator conducting any appropriate credit check, and obtaining Subscriber's credit history. Operator reserves the right to increase the required deposit from time to time based on relevant factors, such as changes in subscriber's credit standing or increased use of the Service.

#### 6). Equipment / Installation / Wiring

- 6.1 The installation services and related equipment that will be available from MTC Cable for standard and non-standard installations as of the commencement of Service are described in MTC Cable – Cable Phone Price List.
- 6.2 MTC Cable and its assigned agents may enter Subscriber's premises and have access to the MTC Cable equipment for the purposes of installation, termination, inspect, repair, maintain, upgrade, and alter its equipment at a time mutually agreeable.
- 6.3 Any equipment provided by MTC Cable to Subscriber will be considered "Operator Equipment" and at all times remain the exclusive property of MTC Cable. MTC Cable will repair and maintain "Operator Equipment" during the term of this Agreement. Subscriber will not allow anyone other than MTC cable personnel or agents to service or relocate equipment. If any MTC Cable Equipment is lost, stolen, unreturned, damaged, sold, transferred, or encumbered, Subscriber agrees to pay MTC Cable the prevailing list price for its replacement, together with any incidental costs that are incurred relating to its replacement.
- 6.4 In order to use the Service, Subscriber is required to provide certain equipment such as a phone handset, inside phone wiring and outlets, and a working, non-switched electrical power outlet. Subscriber agrees to keep the MTA plugged into the power outlet at all times. If Subscriber does not have access to inside phone wiring in the home or apartment necessary to active all existing phone outlets, and Service is desired throughout the home, Subscriber will need to provide a compatible cordless phone. Subscriber acknowledges that certain cordless phones use electrical power and may not operate in case of a power outage.
- 6.5 Service may be connected to existing home phone wiring as long as MTC Cable has access to and the right to use such wiring. If Subscriber is not the owner of the premises upon which equipment is to be installed, Subscriber warrants that he/she has obtained the consent of the owner. If Cable Phone is to be connected to existing phone wiring, MTC Cable will perform the installation. In order to complete this connection, MTC Cable technicians must first disconnect the existing phone wiring from the network of Subscribers' previous telephone provider which may disable any service from them. MTC Cable will have no obligation to provide, maintain, or service the Customer Equipment.
- 6.6 Subscriber understands that any Customer Equipment connected to the Service must meet minimal technical and other requirements established by Operator. Any Customer Equipment installed which does not meet the minimal technical requirements or connects equip-

ment in a "non recommended configuration", may result in failure of service, damage to customer and/or MTC Cable equipment, and result in subsequent repair charges.

- 6.7 Subscriber acknowledges and understands that the Service may not be compatible with:
- Certain non-voice communications equipment, including certain models of home security systems, rotary phones, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems.
  - Certain models of voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional Call-ID units.
  - 976, 970, 540, 550, 900, 700, or 500 number callings, and other numbers associated with "pay per call" services.
  - 311, 511 or other x11 calling (other than 411 and 911)
  - Other call types not identified in Service literature (e.g., out-bound shore-to-ship calling).

#### 7). Representations and Warranties

- 7.1 Subscriber represents and warrants that he/she is at least 18 years of age and has the ability to sign binding contracts. Subscriber is executing this Agreement on behalf of everyone who will use this Service and is solely responsible for any resulting violation of the Agreement, including non-payment of any charges due to Operator. Subscriber will not resell the Service of otherwise charge others to use it.
- 7.2 Subscriber also represents and warrants that he/she will provide and continue to provide to MTC Cable accurate, complete, and current Subscriber information, including but not limited to legal name, address, and payment data. Failure to provide this updated and accurate information will constitute a breach of this Agreement.

#### 8). Termination

- 8.1 The term of this Agreement shall commence on the applicable Billing Commencement Date (date of Service installation) and shall continue thereafter until terminated as provided for in this Agreement.
- 8.2 Either party may terminate this Agreement as a whole at any time by providing the other party with notice of such termination as defined below:
- Subscriber may terminate this Agreement for any reason at any time by providing MTC Cable notice of termination to MTC Cable by (i) sending a written notice to MTC Cable – PO Box 349 Margaretville, NY 12455, (ii) calling MTC Cable Customer Service at (845) 586-2288, or (iii) visiting the MTC Cable Customer Service Office at 50 Swart Street – Margaretville, NY 12455.  
  
To transfer a Subscriber number to another provider, Subscriber must follow the procedures in Section 9.2. All applicable fees and charges will accrue until the date of termination. All prepaid monthly service fees charged for Service after the date of termination will be refunded (less any outstanding amounts due MTC Cable for the Service, affiliate service, equipment, or other applicable fees and charges).
- 8.3 Subscriber understands and acknowledges that all Services including 911/E911 functionality will be disabled if the account is suspended or terminated.

- 8.31 Subscriber agrees upon termination to do the following:
- a). cease use of the Service and all MTC Cable Equipment
  - b). pay in full for use of the Service up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and all MTC Cable Equipment has been returned.
  - c). return MTC Cable equipment within ten (10) days after termination of the Agreement.
- 8.4 Nothing contained in the Agreement shall be construed to limit MTC Cable's rights and remedies available at law or in equity. MTC Cable and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete voicemail, call detail, data, files or other Customer information which is stored on MTC Cable's or its supplier's servers or systems. MTC Cable will have no liability as a result of the loss or removal of any such data.

**9). Transfer of Phone Number(s)**

- 9.1 If switching to MTC Cable Phone from another telephone provider, Subscriber may transfer his existing phone number (if any) to the MTC Service provided the following conditions apply:
- a). Subscriber requests phone number transferred when order for Service is placed.
  - b). The current telephone provider releases the telephone number at Subscriber's request without delay.
  - c). Transfer of number would not violate applicable law, processes, or procedures.
  - d). Subscriber acknowledges that to avoid an interruption in phone service, it is extremely important that Subscriber has MTC installed on or before the Port Effective Date. The existing telephone service for the number that is transferring will be disconnected on the Port Effective Date; if MTA is not yet activated, Subscriber will NOT have access to the MTC Service thus resulting in loss of telephone service. MTC Cable will provide estimate of Port Effective Date at time of service ordering.
- 9.2 To transfer an existing phone number from MTC Cable Phone to another telephone provider, Subscriber must place an order to transfer the Service through the new telephone service provider (not through MTC Cable). MTC Cable will release the phone number to the new telephone provider provided that:
- a). the new telephone service provider submits a properly completed transfer request to MTC Cable.
  - b). the new telephone service provider will accept transfer of the phone number without delay or charge to MTC Cable
  - c). Transfer of the number would not violate applicable law, processes, or procedures.
  - d). Subscriber has paid all amounts due to Operator.
- 9.3 If MTC Cable determines that Subscriber's telephone number assignment does not conform to applicable industry guidelines, company policies, and/or the law, MTC Cable reserves the right, with prior notice, to change the telephone number without liability.

**10). Disclaimer of Warranty; Limitation of Liability**

- a). EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OPERATOR AND UNDERLYING PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; WARRANTIES AGAINST INFRINGEMENTS; AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, OR COURSE OF DEALING; OR OTHERWISE. OPERATOR AND UNDERLYING PROVIDERS DISCLAIM ALL SUCH WARRANTIES. SUBSCRIBER AGREES FOR HIMSELF AND ANY OTHER PERSON WHO MAY USE THE SERVICE THAT ALL USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK.
- b). Without Limiting, and in addition to the Foregoing: Operator makes no warranties or representations as to the security of Subscriber's Communications via Operator's facilities or the Service, or through the Service to the Internet, or that third parties will not gain unauthorized access to or monitor Subscriber's computers or phone communications. Subscriber agrees that Operator shall have no liability of any nature for any such unauthorized access. Subscriber has the sole responsibility to secure Subscriber's computer and phone communications.
- c). Operator will compensate Subscriber for a service interruption only if Service fails completely because of technical malfunction (e.g. network outage, prolonged power failure) for four (4) or more consecutive hours. In that case, Subscriber's sole remedy, available upon request, will be limited to a prorated credit against the net monthly recurring charge (exclusive of non-recurring charges, other one-time charges, per call charges, regulatory fees, taxes, and surcharges). To qualify, Subscriber must request the credit from Operator within thirty (30) days of the failure. Credits will be applied only against current and future fees payable by Subscriber for the Service. Any credits provided by Operator in no event shall constitute or be construed as a course of conduct by Operator.
- d). Notwithstanding anything to the contrary in the Agreement, Subscriber acknowledges and understands that Operator may use third parties to provide components of the Service, including without limitation their service, equipment, and infrastructure. Operator is not responsible for the performance (or non-performance) of any third party provider's service, equipment, or infrastructure, whether or not they constitute components of the Service.
- e). Subscriber understands that the installation, use, inspection, maintenance, repair, replacement, or removal of the Service, equipment, or software, may result in damage to Subscriber's computer, or other hardware, including software and data files stored thereon. Operator shall have no liability for any damage to or loss or destruction of any Subscriber equipment, software, hardware, data, or files.
- f). Except in the case of gross negligence or willful misconduct, neither Operator nor any person or entity involved in providing the Service or equipment shall have any liability of any nature for any direct, indirect, incidental, special, consequential punitive or other types of damages arising out of the use of or inability to use the Service, including the use or inability to access emergency 911 services and alarm monitoring services; any action to protect the Service; the Breach of any warranty or representation; or the furnishing of information (or failure to furnish information) regarding telephone numbers of the Service.

- g). Subscriber hereby acknowledges that the provisions of this Section 10 shall apply to all services included in, or accessible through, the Service and are for the benefit of, and may be enforced by, the Operator and its successors and any underlying providers.
- h). Subscriber acknowledges and agrees that except in the case of gross negligence or willful misconduct, Operator will not be liable for any service outage, inability to dial 911 using the Service and/or ability to access emergency service personnel for any reason, or damages of any nature. Subscriber agrees to release and defend, indemnify, and hold harmless Operator and its underlying suppliers from and against any and all claims, suits, actions, or causes of action for damages, losses, personal injury, (including death), fines, penalties, costs, and expenses (including reasonable attorney fees) asserted by, or on behalf of, me or any third party or user of the Service relating to the interruption, failure, or outage of the Service, including those related to 911/E911.

#### **11). Indemnification**

Subscriber agrees to defend, indemnify, and hold harmless the Operator from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service by Subscriber or otherwise arising out of the use of Subscriber's account or any equipment or facilities in connection therewith, or the use of any other products or service provided by Operator to Subscriber.

#### **12). Costs of Collection and Enforcement**

In the event Operator is required to initiate legal proceedings to collect any amounts due for services, equipment, or facilities, or to enforce any judgment obtained against the Subscriber, or for the enforcement of any other provision of this Agreement or applicable law, Subscriber shall, in addition to all amounts due, be liable to Operator for all reasonable costs incurred by Operator in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs.

#### **13). Miscellaneous**

- (a) For any notices or inquiries required in connections with this Agreement or the Service, Subscriber may contact Operator by (i) sending a written notice to MTC Cable – PO Box 349 Margaretville, NY 12455, (ii) calling MTC Cable Customer Service at (845) 586-2288, or (iii) visiting the MTC Cable Customer Service Office at 50 Swart Street – Margaretville, NY 12455 during normal business hours.
- (b) This Agreement constitutes the entire agreement regarding its subject matter and supersedes all prior written and oral agreements. Operator's failure to insist on strict enforcement of any provision in this Agreement, and Operator's course of conduct, shall not be construed as a waiver of any such provision.
- c). Operator may, at its sole discretion, change, modify, add or delete portions of the Agreement at any time. Notification of such changes shall be conveyed by e-mail and/or to Subscriber. Subscriber's continued use of the Service after receipt of such notice will be deemed acceptance of such changes.