



2997 LBJ Freeway, Suite 225  
Dallas, Texas 75234  
Sales Information: 1-800-683-1330  
Customer Service: 1-800-350-4009

## Service Agreement

dPi Teleconnect, L.L.C. ("Company") agrees to provide and the person whose name appears below ("Customer") agrees to receive basic local telephone service for local calling within the Customer's basic local service area ("Service") based upon the terms and conditions included in this Service Agreement ("Agreement"). This Agreement constitutes the contract between the Customer and the Company.

1. By signing this Agreement, Customer acknowledges and agrees that he or she has read this Agreement in its entirety or has had the Agreement read to him or her and that Customer fully understands and agrees to the terms and conditions of the Agreement.
2. Customer understands that this Agreement provides basic local telephone service for local calling within Customer's basic local service area. This service may not allow Customer to dial or use local or long distance directory assistance or operator services and may not allow Customer to place long distance calls through standard dialing pattern (1+ and 0+ calls) or to place calls to expanded local calling areas using standard dialing patterns. In the event that Customer is allowed to dial or use directory assistance, operator assistance, make long distance calls or place calls to expanded calling areas, Customer agrees and understands that Customer will be responsible for all charges billed for such use by Company.
3. Customer requests that Company establish Service at his or her residence. Customer understands that any questions about the Service should be directed to Company's address or customer service telephone number shown above. Company shall not be liable for any damages whatsoever associated with service, facilities or equipment which Company does not furnish or for any act or omission of any other company furnishing services, facilities or equipment to Customer in connection with Service.
4. Customer agrees to pay the Service Fee, plus any and all taxes, fees, surcharges and usage. Depending upon the location of Customer, the Service Fee may not include fees for optional services or additional features selected by Customer ("Optional Services"). If Customer has selected any Optional Services, the fees for such will be in addition to the Service Fee.
5. If Customer wishes to continue to receive the Service after the first month, Customer must pay the Recurring Monthly Service Fee for the Service each month after the first month as described in Paragraph 4.
6. The first month's Service Fee is not refundable unless Company cannot service the area in which the Customer resides.
7. Company may assess a late fee for accounts paid after the posted due date in accordance with the state approved tariffs.
8. Customer will be provided a bill in accordance with state regulations. The bill will include any long distance or other usage that has accrued on Customer's account. If timely payment is not received by the due date, Company will notify Customer that Service may be discontinued if nonpayment continues. If Company has not received payment, in full, by the 7<sup>th</sup> day following the due date, Customer's service may be disconnected.
9. Customer agrees to pay his or her Recurring Monthly Service Fee by making payment at any authorized Company agent.
10. Customer understands that by paying the Recurring Monthly Service Fee, Customer is not obligated to purchase additional periods of the same service, beyond the service currently being billed. Company will not impose a charge for termination of basic local telephone service.
11. Customer agrees to return this completed Agreement along with Initial Charges to any authorized agent of Company. Customer's telephone service should be connected in 7 to 14 business days from the date Company receives the completed Agreement and payment in full. Company will not provide Service to Customer until Company or its authorized agent receives a signed copy of this Agreement.
12. Customer understands that the Life Line and Link-Up programs may be available to qualifying subscribers who contact their local social service agency.
13. Customer understands that he or she is entering into an agreement with Company to act as his or her communications representative for all negotiations with the applicable primary local exchange carrier. The customer gives Company authority to handle all negotiations for service requests and to issue orders on Customer's telephone service at the address provided by Customer until further notice. Customer understands and agrees that this Agreement does not prevent Company or Customer from changing the underlying local exchange service providers.
14. Customer shall indemnify, defend and hold harmless Company from and against all claims, actions, damages, liabilities and other costs and expenses including but not limited to any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer and including reasonable attorney's fees for any claim of any nature whatsoever brought by Customer with respect to any service provided by Company or with respect to the Company's termination of service in accordance with pertinent rules of the Utility Commission. Except as provided below, Company shall not be liable for any delay or failure of service due to causes beyond its control including but not limited to acts of God, war, fire, flood, explosion or other catastrophes. The maximum liability of Company for damages arising out of interruption of Service shall be no more than an amount equal to the proportionate charge to Customer for the period, which the interruption occurs. Company has no liability for damages caused by the negligence of Customer.

\_\_\_\_\_  
Print Name (Customer)

\_\_\_\_\_  
Signature (Customer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Store Name

\_\_\_\_\_  
Store Number