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### **Acceptable Use Policy**

Momentum reserves the right to seek all remedies available at law and equity for violations of these Terms of Service, including the right to block access. Momentum services may only be used for lawful purposes. Click here to see our Acceptable Use Policy ("AUP").

### **Additional Terms**

All services are provided by Momentum subject to applicable tariffs and any accompanying terms and conditions.

Should you fail to pay any invoiced item within 30 days of the date of the invoice, Momentum reserves the right to cease providing services until such time as the invoice is paid. Such interruption of service shall not be a breach of any agreement. If any provisions of these Terms of Service shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby. All notices to Momentum shall be sent by registered or certified mail, return receipt requested to Momentum at the Corporate Office address herein, attention legal and regulatory department. You agree to pay all costs of collection arising out of your failure to pay for services, including reasonable attorney's fees, whether incurred by suit or otherwise. You acknowledge that you have not been induced to enter into any agreement with Momentum by any representation or warranty not set forth herein. These Terms of Service represents the agreement of the parties with respect to the subject matter and supersedes all existing agreements and all other oral or written communications between the parties concerning the subject matter. You understand and agree that, if you have purchased the Safety Wire Plan, it provides maintenance or repair work for damage or inoperability resulting from normal business conditions occurring in the normal and ordinary course of business, but excludes damage caused by third parties or force majeure events. The Safety Wire Plan only provides such maintenance and/or repair work between the demarc and the jack.

By receiving services from Momentum, you are requesting the extension of credit for commercial business or residential use only and you certify that the firm you represent is doing business as a sole-proprietorship, partnership, limited liability company, or a corporation. You authorize Corporate Billing, Inc., the billing service provider, to obtain credit reports from any credit reporting agency, bank or commercial supplier with whom you are or have done business to give all necessary information to Corporate Billing, Inc., which will assist them in the credit investigation. You further authorize the reinvestigation of credit from time to time. This authorization shall remain in effect until revoked in writing.

### **Residential Voice Service**

All MomentumFamily<sup>sm</sup> products are designed for residential voice calling only. These products are not intended for phone lines that are connected to the Internet for extended periods of time.

If it is determined that usage is not consistent with residential voice applications, Momentum may immediately suspend, restrict or cancel the customer's service without prior notice and assess an additional \$50.00 monthly recurring charge for each month in which such usage

occurred. Incidental Internet and other data usage is permitted provided however, that any usage in excess of 5,000 minutes per month shall be presumed to be not consistent with residential voice applications and shall be subject to the conditions above.