Customer Guide
End User Terms and Conditions

Important Phone Numbers

Customer Support Center
1-866-765-AMBT (2628)
Monday–Friday, 8 a.m. to 8 p.m. EST

Emergency Telephone Repair Center
1-866-770-AMBT (2628)
24 Hour Emergency Telephone Repair Center
Corporate Offices  
P.O. Box 577  
Toledo, OH 43697  
419-824-5800  
Toll Free – 866-765-AMBT Corporate Offices

Dear New Customer-

Welcome to American Broadband & Telecommunications!

We are a Toledo, Ohio based, full service telecommunications provider, serving thousands of Ohio and Michigan residential and small business customers. We think you’ll enjoy the savings and convenience you get when using our services and experience a new level of responsive, customer support you would expect from a local company.

Bringing you great telephone service at a great rate is not our only mission at American Broadband & Telecommunications. Like our name says, we also offer broadband Internet services across northwest Ohio and to portions of southeast Michigan. We are making substantial investments in the future of our telecommunications networks to help us reach our goal of bringing you the newest, and most advanced, telecom and Internet services available today.

I’d like to again thank you for your business. We value EVERY customer and look forward to a long relationship as your telecommunications and broadband services provider.

Sincerely,

Jeffrey S. Ansted  
Jeffrey S. Ansted, President
American Broadband & Telecommunications
Payment Options

American Broadband & Telecommunications wants to make it as easy and convenient as possible to pay your phone bill. We offer traditional payment options and several electronic and Internet based payment options for your convenience.

Payments by Mail:
We accept checks and Money Orders. Make your check payable to AB&T. Mail your payments to:

American Broadband & Communications
P.O. 94915
Cleveland, Ohio 44101

Payments Over-the-Phone:
Call us at 1-866-766-2628 8am to 8pm EST., Monday–Friday.
You can also choose to use our over the phone electronic payment option when calling 1-866-766-2628 24 hours a day 7 days a week.

We take checks over the phone, VISA, & MasterCard credit cards. *
Automatic Bank Draft (ACH) or Automatic Credit Card Payments

Your phone bill can be automatically deducted every month from your checking or credit card account on the day you select. No need to write checks or call in payments. Call us at 1-866-766-2628 and request the Automatic Payment Option.

Internet Payment - Online Payment Center
Log on to our Online Payment Center at http://www.ambt.net.
You can create a unique password to view your account online and make payments.

- Check account balances
- View past invoices
- Pay your bill from the convenience of your home or office PC
- Change your billing options and much more.
- Set up auto-pay

*Processing charge may apply.

Terms of Service

I understand that my local, local toll (intraLATA), interLATA and international long distance telecommunications services that I am requesting will be provided by American Broadband & Telecommunications Company. I understand that all local and long distance services are subject to applicable state tariffs on file at state regulatory agencies and/or American Broadband & Telecommunications’s Terms of Service available online at www.ambt.net or by calling customer service at 1-866-765-2628.

I understand that state-to-state (interstate) rates may differ from instate, intraLATA toll, and international rates. Detailed rate information is posted on our Internet web site at http://www.ambt.net and/or available in our applicable FCC and state tariffs. I understand that any service issues or questions regarding my bill will be resolved by calling 1-866-765-2628 or sending an email to customersupport@ambt.net. Local telephone service is subject to various state and federal taxes, surcharges and other fees. These fees are detailed on your American Broadband & Telecommunications invoice.

I understand that an independent third-party verification agent has already or may contact me to confirm my request to switch my local and/or long distance service prior to activation. Rates charged for residential and business services are billed on a full minute basis, 24 hours a day, 7 days a week, with no variations for holidays, weekdays, or weekends. This includes Direct Dialed 1 + calls and AMBT Calling Card calls. A $1.25 per call charge will be added to all AMBT calling card calls, a .30 cent per call charge will be added for calls placed from Public Payphones.

I agree that American Broadband & Telecommunications has the right to obtain a current credit report in connection with American Broadband & Telecommunications review of my application or service and that American Broadband & Telecommunications has the right to report to others its credit experience with me. Upon my request, American Broadband & Telecommunications will provide me with the name and address of each consumer reporting agency from which American Broadband & Telecommunications obtained a consumer report about me. American Broadband & Telecommunications will review my credit history and income to determine if I qualify for service without a deposit.

For service packages that include unlimited local, IntraLata and/or InterLata toll calling usage, the services are available for Residential voice calling only, and are subject to normal residential usage patterns, which will be defined by AT&T at its sole discretion. If it is determined that usage is for internet access, facsimile, auto-dialing, telemarketing or any other commercial application, the long distance service may be immediately suspended or cancelled without prior notification and/or transfer customer to an alternate calling plan without long distance or metered usage long distance.
Customers may contact American Broadband & Telecommunications Customer Support Center between the hours of 8:00 AM EST and 8:00 PM EST, 1-877-765-2628, Monday through Friday for questions concerning this document.
How to Use Your New Phone Features and Services

The following pages will guide you through the various features that a phone plan may have with your monthly service with American Broadband & Telecommunications.
Please note: The numbers next to each option are the numbers you need to dial to access that particular option. Options that are indented underneath another option are sub-options, meaning you need to select the option above it to access the options listed with an indent.

(1) Play Messages

(3) Advanced options
(5) Repeat current message
(6) Play next message
   While listening to a message press:
      # [pound] to fast forward 5 seconds
      * [star] to rewind 5 seconds
(7) Delete current message
(8) Forward message
(9) Save message

(2) Change Folders

(0) New Messages folder
(1) Old Messages folder
(2) Work Messages folder
(3) Family Messages folder
(4) Friends Messages folder
(3) Advanced Options
(5) Leave a message

(0) Mailbox Options

(1) Record your Unavailable Message – This plays when you do not answer the call
(2) Record your Busy Message – This plays when you are currently on the phone
(3) Record your Name
(4) Record your Temporary Message (currently not available)
(5) Change your pass code
CALLER ID

Caller ID lets you see the name and number of the person calling you. The information is displayed on a display device between the first and second rings. Caller ID display devices vary in design, available features, and the amount of names/numbers that may be retained in memory.

- Caller ID will display numbers or name and numbers of most calls, including long distance numbers. Some calls may be shown as “Out-of-Area” or as “Private Number”, and the number will not be displayed.

Notes about the Display Device:

- A Caller ID display device is a separate piece of equipment that is required for this service. More information is available on the rental or purchase of display devices through your local Customer Contact Center, or other retail outlets.

- The display unit must hear one ring before it can receive a number to display.
*Review your invoice for a list of active features on your account.
CALL WAITING

Call Waiting alerts you to a second incoming call when you are on the phone. You will hear a Call Waiting tone during a call, and the person calling will hear normal ringing until you answer.

To Use:

1. Inform your first caller that you have another call.
2. Press and release the hook switch to put the first person on hold and answer the second call.
3. To return to the first call and put the second call on hold, again press and release the hook switch. You can alternate between calls as often as desired.

Notes about the Service:

- If you complete your first call and hang up when you hear the Call Waiting tone, your phone will ring with the second call.

- Or, if the first person hangs up, you will automatically be connected to the second person within two seconds.

- Call Waiting allows you to have two people on your phone at the same time (one on hold and one to whom you are talking). A third caller will hear a busy signal.
CANCEL CALL WAITING

Cancel Call Waiting will cancel Call Waiting tone for the duration of a call you are on or a call you are about to make.

To Cancel Call Waiting Before Placing a Call:

1. Lift handset and listen for dial tone.
2. Press [*] [7] [0].
3. Listen for three brief tones, followed by a normal dial tone.
4. Dial the telephone number.

To Cancel Call Waiting During a Call:

1. Press and release the hook switch.
2. Press [*] [7] [0].
3. You will reconnect automatically to your call.

Notes about the Service:

• Cancel Call Waiting works only for the length of one call. When you hang up, Call Waiting returns automatically to

• In some areas you can only use Cancel Call Waiting before placing a call. If you try to use Cancel Call Waiting during a call, you will hear a rapid busy signal.
CALL WAITING WITH CALLER ID

Call Waiting ID lets you see the number or name and number of the incoming caller while you are on the phone. Similar to Call Waiting, you will hear a Call Waiting tone during a call, and the person calling will hear normal ringing until you answer. The number or name and number of the incoming caller will display on your Call Waiting ID device.

To Use:

1. If you choose to answer the incoming call, inform the first caller that you have another call.

2. Press and release the hook switch/ flash to put the first person on hold and answer the second call.

3. To return to the first call and put the second call on hold, again press and release the hook switch/ flash. You can alternate between calls as often as desired.

Notes About The Service:

You must have Call Waiting, Caller ID, and a Call Waiting ID compatible display device to use Call Waiting ID service.
CALL FORWARDING

To turn the feature ON:

1. Lift handset and listen for dial tone.
2. Press [*] [7] [2].
3. At the tone, dial the telephone number calls are to be forwarded to.
4. When the call is answered, the feature has been activated.
5. If the call is not answered, hang up and repeat the above steps within two minutes. When the number you are forwarding to rings, you can hang up, and the feature is activated.

To turn the feature OFF:

Press [*], [7], [3].

Two short tones indicate that you have turned Call Forwarding - Variable OFF.

Notes about Call Forwarding - Variable:

- If you forward calls to a long distance number, you will incur long distance charges for each call forwarded.

- In most areas, a brief tone, followed by a dial tone, indicates Call Forwarding - Variable is ON. You will hear this tone until you turn the service OFF.

- To confirm Call Forwarding - Variable is ON, press [*] [7] [2]. If ON, a fast busy tone will be heard. If OFF, a normal dial tone will be heard. Calls cannot be answered when Call Forwarding - Variable is ON.

- A short ring will be heard each time a call forwards. This is to remind customers the service is ON. Customers can make calls normally when Call Forwarding is ON.
CALL FORWARDING - DON’T ANSWER

Incoming calls are forwarded to any telephone number you select only when you choose not to answer (or are unavailable to answer) your telephone and you may change the forwarding number at any time.

To forward Incoming Calls:

1. Lift handset and listen for dial tone.
2. Press [*] [9] [2].
3. At the tone, dial the telephone number calls are to be forwarded to.
4. When the call is answered, the feature has been activated.

To turn the feature OFF:

• Press [*] [9] [3].

Notes about Call Forwarding - Busy/ Don't Answer Service:

• You can turn the service ON and OFF anytime.

• You must activate the service by using the codes to turn the feature ON.

• You can make and receive calls when Call Forwarding - Busy/ Don't Answer is ON.

• You can turn ON both the Busy and Don't Answer options at the same time by using the codes listed for both services. To turn the services OFF, you must use codes listed for both services also.

• If you also subscribe to Call Forwarding, Call Forwarding Busy/ Don't Answer will not work until Call Forwarding is turned OFF.
• If you forward calls to a long distance number, you will incur long distance charges for each call forwarded.
CALL FORWARDING - BUSY

When you choose not to answer incoming calls or when you are on the phone, incoming calls are forwarded to any telephone you choose. You may change the forwarding number at any time. You may turn one or both features at the same time ON or OFF simply by following the steps below.

Call Forwarding - Busy

When you are on the phone, incoming calls will be forwarded to any telephone number you select, and you may change the forwarding number at any time.

To forward incoming calls:

1. Lift handset and listen for dial tone.
2. Press [*] [9] [0].
3. At the tone, dial the telephone number calls are to be forwarded to.
4. When the call is answered, the feature has been activated.

If the call is not answered, hang up and repeat the above steps within two minutes. When the number you are forwarding to rings, you can hang up, and the feature is activated.

To turn the feature OFF:

- Press [*] [9] [1].
3-WAY CALLING

Three-Way Calling lets three people at different phone numbers talk together at the same time, no matter who placed the call.

To Add a Third Person To Your Call:

1. Press and release the hook switch to put the person with whom you are talking on hold.

2. Listen for three tones followed by dial tone.

3. Dial the number of the third person. When he/she answers, only the two of you are connected and you may talk privately before bringing the person on hold back into the conversation. If you receive no answer or a busy signal, press and release the hook switch twice to return to the person who is on hold.

4. To bring the person on hold back into the conversation and complete the three-way call, press the hook switch for one second, and all three of you will be connected.

5. To disconnect, have either person hang up and you can continue a two-way call.

Notes about the Service:

- Three-Way Calling is offered on a pay-per-use basis in some areas for 75¢ per use.

- You may use Three-Way Calling to add another person, no matter who placed the first call. However, if you hang up, the other two people will disconnect.
• When the Three-Way Call includes long-distance, you pay only for the call(s) you make.

• Call Waiting does not work during a Three-Way Call.
SPEED DIAL- 30 NUMBERS

Speed Dialing 30 allows customers to create a list of up to 30 phone numbers that can be called using a two-digit code. To call a number saved on your Speed Dialing list, press the two-digit code assigned to the number and [#].

To Create the Speed Dialing List:

1. Assign a two-digit code from 20 through 49 to each of the numbers.
2. Lift handset and listen for dial tone.
3. Press [7], [5], [#].
4. Wait for a second dial tone. Dial the two-digit code (20 through 49) you want to assign and the complete telephone number you want the code to represent.

Example:
Code: 20 telephone number: 555-1234
OR
Code: 20 long distance telephone number: 1-123-555-1234
5. Listen for two brief tones to confirm that your number has been accepted. Hang up or wait for dial tone.
6. Repeat steps 3 through 5 to add each number to your Speed Dialing list, or to change an existing number.

To Call a Number on the Speed Dialing List:

1. Dial the assigned code (20 through 49) for the person you want to call.
2. Press [#]. The number will be dialed for you after a short pause.
CALL BLOCKING SERVICE

Call Blocker blocks calls from any of the numbers on your Call Block list (12 phone numbers maximum). A blocked caller will hear a voice recording that says you are not presently accepting calls.

To Access Your Call Block Service:

1. Lift the handset and listen for dial tone.

2. Press [*], [6], [0].

3. Listen to the voice-recorded instructions for Call Block options. The phone numbers you enter on your Call Block list will be repeated to you.

4. The number of the last person who called you may be added to your Call Block list by following the voice recorded instructions. If you want to add to your list or if your list is full, listen to the voice-recorded instructions.

Note: In some areas, to turn Call Block OFF, press [*], [8], [0].

Notes about the Service:

- Calls made to you from outside your defined calling area or through the operator may not be blocked. This is for your protection in case of emergency.
ANONYMOUS CALL BLOCKING

Anonymous Call Block allows you to block calls from anyone who uses Complete Blocking (Per Line or Selective Blocking per Call). Blocked callers hear a message that instructs them to hang up, remove their blocking and call again.

To Turn ON:

1. Lift handset and listen for dial tone.

2. Press [*], [7], [7].

A recording or confirmation tone will tell you that your Anonymous Call Block is ON.

To Turn OFF:

1. Lift handset and listen for dial tone.

2. Press [*], [8], [7].

A recording or confirmation tone will tell you that your Anonymous Call Block is OFF.
AUTO CALL RETURN

*69

*69 will automatically store and allow you to redial the number of the last person who called you. *69 can be used to return a call whether you answered the call or not.

When a call is missed:

1. Lift handset and listen for dial tone.
2. Press [*], [6], [9].

(A voice-recording may provide additional instructions.)

To Cancel:

1. Lift the handset and listen for dial tone.
2. Press [*], [8], [9].

Notes about the Service:

• *69 is offered on a "pay-per-use" basis, in most areas, for 75¢ per use.

• *69 works only on calls made from numbers within your defined calling area.

• To return the call, and the number is busy, *69 will place your call next in line. In most cases, the phone will ring with a series of short-short-long rings when the number called is no longer busy.
• If customer subscribes to Call Waiting and the Call Waiting tone is heard while talking to another person, there are two choices: use *69 to call back later or use Call Waiting during the call.
BUSY REDIAL

Busy Redial automatically stores and redials the last number you dialed. If you reach a busy number, activate Busy Redial and it will monitor the number you called and ring you back when the number is available.

To Use After Dialing a Busy Number:

1. Hang up (or press and release the hook switch) Lift handset and listen for dial tone.

2. Press [*], [6], [6].

3. You will hear two normal ringing tones or an announcement. If the called number is still busy, a voice recording will tell you that your call is next in line.

4. Hang up.

   When the number you called is no longer busy, your telephone will ring with a series of short-short-long rings.

5. Lift handset and the call will be connected. You will hear normal ringing tone.

To Turn OFF:

1. Lift handset and listen for dial tone.

2. Press [*], [8], [6].

Notes about the Service:

• Busy Redial is offered on a pay-per-use basis, in some areas, for 75¢ per use.
• Busy Redial will only work for calls made to numbers within your defined calling area.
DISTINCTIVE RING

**Distinctive Ring** - A Number gives allows two phone numbers for a single phone line, and each number has its own special ring. You can assign one number to yourself and the other to your children or spouse, etc. The special ring will indicate who the call is for before answered. You may list an additional name with your Distinctive Ring - A Number phone number in your local directory at no additional cost.

Distinctive Ring - A Number is compatible with all calling services.

Special interactions are:

- Calls placed to the primary number will ring in the usual way (one long ring).

- Calls placed to the secondary (Distinctive Ring - A Number) number will ring with two short rings.

- The person calling will hear the usual long ring when placing calls to either the primary or secondary (Distinctive Ring - A Number) number.

- Distinctive Ring - A Number and Call Waiting: If you subscribe to Call Waiting, you have Call Waiting on both telephone numbers. You can tell which number the Call Waiting call is for by the number of tones you hear during a call.

  - If the caller dials your primary number, you will hear the normal Call Waiting tone. The caller hears normal ringing until you answer the call.
  - If the caller dials your secondary (Distinctive Ring - A Number) number, you will hear two Call Waiting tones. The caller hears normal ringing until you answer the call.
Call Waiting tones for Priority Call and Distinctive Ring-1 Number are the same. You will NOT be able to tell them apart.
Definitions of Taxes, Fees and Surcharges

Carrier Cost Recovery Charge — this is a monthly surcharge assessed in order to recover costs the Company incurs with regard to TeleRelay Service, national number portability, and federal regulatory fees. This surcharge, assessed on your state-to-state and international charges, is 1.4% per account per month and will appear as separate line items on your invoice. IE: TeleRelay Service Surcharge, and Local Number Portability Fee.

Federal Subscriber Line Charge — this charge is assessed by local phone companies to recover some of the costs of telephone lines connected to your home or business. Most carriers refer to this as the “Interstate Access Charge” and charges all lines $8.50 Vs AMBT charging $6.00 for the first line and $3.00 for each additional line.

Federal Universal Service Fund Fee (FUSF) — The 1996 Telecommunications Act requires all long distance companies to contribute a portion of their revenues to the Federal Universal Service Fund which provides discounted telecommunications services to schools, libraries and low income consumers.

State Universal Service Fund Fee — some states collect universal service fees that may be added to your phone bill to fund the State Universal Service Fund. Check with your state to see whether they require telecom companies to contribute to a state universal service fund.

Federal, State and Local Surcharges — this category covers business and property taxes, and surcharges.

State and Local Taxes — these taxes are generally sales taxes levied by state and local governments on telecommunications services. This charge will appear as separate line items on your invoice IE Sales Tax.

State-Specific Charges — each state government may add additional taxes to your phone bill. Check with your state to see what state specific charges may be added to your bill. IE E911 Operational Surcharges.
International Long Distance Rates

Please visit our website online for current International long distance rates at http://www.ambt.net/ or you can contact a live operator at 1-866-765-2628 to request the current rate for the country in question.

*International rates are subject to change, listed prices are updated to reflect the most up to date calling costs.

Standard Telephone Troubleshooting

If you experience no dial tone on your phones please try to use the following troubleshooting steps:

- Take a phone with a cord out to the NID (Grey box on the side of your house).
- Open the NID box (this will require a screwdriver).
- Once you are inside the NID box you will see a small door that needs to be opened, this will expose an open phone jack.
- You must now plug in the phone into the phone jack inside of the box.
- If you have dial tone at the NID, the problem is inside the house. If the problem is inside your home then it is your responsibility to have it repaired please see our section on Safe Line Home in regards to this.
- If you have no dial tone, the problem is outside, (out on the telecom network).
- If you are unable to perform this test and would like a repair dispatched there is the possibility of a nonproductive trip fee $50.00 if the technician is able to very working service at the NID.
SAFE LINE HOME - INSIDE WIRE MAINTENANCE

When problems with your telephone wire or jacks inside your home or office are reported, we know you'll want it fixed as soon as possible. With our Inside Wire Maintenance (IWM) from American Broadband & Telecommunications, we'll send an experienced technician to your home or office to fix the problem at no cost to you... beyond the monthly charge for inside wire maintenance service.

Inside Wire Maintenance from American Broadband & Telecommunications is an OPTIONAL monthly service for residential and small business customers that provides repair protection for telephone jacks and wires inside the home or office.

Telephone lines connect to a Network Interface Device on your property. This interface device is often located on the outside wall of your home or another building on the property, such as a garage.

Repair of the outside wiring, up to and including the interface device, are covered by the fee you pay for basic phone service. From the interface connection point, telephone lines extend into the building, through the jacks where you plug in your phones. This wiring, from the Network Interface Device to the jacks, is called "inside wire". IWM covers repairs to this inside wire and the jacks. With IWM, we will repair faulty jacks and inside wire at no additional charge.

For new customers, IWM is effective as soon as new telephone service is turned on. For customers with existing phone service, IWM is effective 30 days after it is ordered.

WHAT CAN POSSIBLY GOWRONG WITH MY JACKS OR WIRE?

Telephone wire and jacks have a long life. They last for many years and do not normally go bad just because of age. It is not possible to predict when or how frequently damage may occur. But many things, including everyday wear and tear, can damage the telephone wire or jacks inside your home. The charge you pay for basic phone service does not cover these repairs. If something does go wrong, it is your responsibility to get your wire or jacks fixed.

With our Inside Wire Maintenance, you'll never again pay for unexpected or expensive repairs to your jacks or inside wire.

To subscribe to our Inside Wire Maintenance Plan for only $3.95 per month, call 866-765-AMBT.
Repairs without Safe Line are charged at $22.00 per 15-minute interval or any portion thereof and a $50.00 trip fee. Repairs often can be completed within one hour, but some repairs take longer, depending on the conditions at your home or office.
WHAT IS COVERED?

• The Inside Wire Maintenance includes these valuable benefits:

• Repair and/or replacement of any connected and previously working inside wire and jacks which develop service problems

• Coverage on all newly and properly installed or relocated standard telephone inside wire jacks.

• Diagnostic work to determine location of problem. The plan does not include repair of the phone or other equipment, such as answering machines and computer modems, connected to the jacks, but does include letting you know if the problem is in the equipment so that you can have the equipment repaired.

• Discounted labor rates to add new wiring and jacks or to replace nonstandard wiring.

WHAT IS NOT COVERED?

• Repair of telephone instruments and other devices, such as computer modems and answering machines, connected to the inside wiring and jacks.

• Inside wiring and jacks for marine activity, recreational vehicles (RVs) and construction trailers, or other temporary or moveable structures.

• Damage due to natural disasters, floods, or acts of God, other than lightning.

• Nonstandard wiring. - This is wiring that does not meet telephone industry standards or the National Electric Code Material Standards for carrying telephone signals. Nonstandard wiring may work in some situations, such as for single line service, but may not work properly in other situations, such as for two line service where you may get cross-talk. The plan will cover the repair of breaks to nonstandard wire, but only to restore the wire to its original condition. The plan does not cover replacement of nonstandard wire. However, it does include a 50% discount on parts and labor rates to replace nonstandard wire with wiring that does meet appropriate standards for telephone service. This discount is not available if you do not have the Inside Wire Maintenance, and standard rates would apply.

• Repair of damage due to malicious activity, vandalism, riot, or civil disturbance.
DSL Troubleshooting

Check all phones for proper DSL filter connections. The filters should be plugged into the wall and the telephone line plugged into the filter. Your DSL modem should have the following lights illuminated:

- Power
- LAN
- Status
- And Activity should flash when connected

If the lights are not illuminated please check all connections for a secure fit. Also verify that the DSL modem does not have a DSL filter on it. The DSL modem should be plugged directly into the wall and the telephone line should be plugged into the modem where it is marked “line”. If all these lights are illuminated please power cycle the equipment to establish a new connection to the network. Perform the power cycle in the following order:

1. Shut down the computer.
2. If a router is connected, remove the power from it (a router is used to either connect multiple computers or to establish a wireless connection in the home AMBT will not troubleshoot a 3rd party router for connectivity).
3. Remove the power from the DSL modem.
4. After waiting 5 to 10 minutes turn all the equipment back on in reverse order following steps 3 back to 1.
5. If you are unable to connect after following these steps please call 1-866-765-2628 for technical support.
THESE ARE TERMS AND CONDITIONS OF YOUR DSL INTERNET ACCESS. PLEASE READ THEM CAREFULLY.

AGREEMENT

This agreement with AMERICAN BROADBAND & TELECOMMUNICATIONS governs your DSL Services (the “Agreement”). This Agreement incorporates the General Service Agreement, which can be found online at http://www.ambl.net and which is included with your Welcome Kit. By using the DSL Service or DSL Equipment, you agree to be bound by the Agreement and to use the DSL Service in compliance with AMERICAN BROADBAND & TELECOMMUNICATIONS Acceptable Use Policy (which can be found at www.ambl.net). If you have purchased American Broadband & Telecommunications AT&T DSL, you will additionally be subject to AT&T DSL terms and conditions, including AT&T DSL’s Terms of Service, to which you will need to separately agree before using the AT&T DSL service.

AMERICAN BROADBAND & TELECOMMUNICATIONS may revise this Agreement for DSL Services from time to time by posting the revisions to AMERICAN BROADBAND & TELECOMMUNICATIONS website at http://www.ambl.net at least 15 days in advance of the change, and such changes will be incorporated by reference into this Agreement. It is your responsibility to review the online terms and conditions. By continuing to use the DSL Service after revisions are posted, you agree to accept and abide by them.

TERM

The initial term of your DSL Service begins on your account billing start date (which will appear on your telephone bill) and continues for twelve months ("Term"). Your account billing start date is determined by AMERICAN BROADBAND & TELECOMMUNICATIONS and is not dependent on whether or not you have completed installation or used the DSL Service. After the initial term, your DSL Service will be provided on a month-to-month basis.

PAYMENT

Your DSL Service is part of a bundled service. You will be billed on your telephone bill and utilize the payment method of your choice. Timing of payments and the result of late payment are as set out in the General Service Agreement. Your local and long distance services will not be disconnected for nonpayment of charges for DSL Service. However, AMERICAN BROADBAND & TELECOMMUNICATIONS may suspend or cancel the DSL Service if charges are not paid.

CHANGE IN PRODUCT

You have purchased either American Broadband & Telecommunications AT&T DSL or American Broadband & Telecommunications HSIspeed, either of which is a bundled product providing you unlimited local calling, unlimited domestic long distance calling and unlimited DSL use for a monthly fee. If you make changes to the long distance element of your bundled product, AMERICAN BROADBAND & TELECOMMUNICATIONS may continue to provide service to you, but if it does, you will be charged a new product rate and a separate charge of $35.00 for your DSL Service. (The allocated cost of your DSL Service included in your current bundled product is $35.00.) If you change your local telephone company, your DSL Service will be cancelled, and you will be assessed the equipment charge of $70.00. This equipment charge will be credited if you return the DSL Equipment in good working condition, within 20 days of cancellation. An early termination fee of $80.00 will be applied if DSL Service is cancelled within the first contract year.

Note that certain AMERICAN BROADBAND & TELECOMMUNICATIONS Partner benefits, such as airline miles or video certificates, may not apply to the DSL portion of your bundled service.

CANCELLATION

You will be provided DSL Equipment at no cost. However, should you cancel this Agreement at any time during the Term, you will be assessed an equipment charge of $70.00.* If you return the DSL Equipment, in good working condition, to AMERICAN BROADBAND & TELECOMMUNICATIONS within 20 days of cancellation of your account, you will be credited the $70.00 charge. You must pay for shipping, except where not permitted by applicable law. Insurance is recommended. A letter will be sent to you following cancellation with the address for shipment, or you may use the following address: AMERICAN BROADBAND & TELECOMMUNICATIONS, c/o DSL Returns, PO Box 577 Toledo, OH 43697. An early termination fee of $80.00 will be applied if DSL Service is cancelled within the first contract year.

Once you have accepted DSL Service, if you are dissatisfied with the Service in any way, your sole remedy is to cancel your account.

To cancel your account you must call 1-866-765-AMBL (2628).

AMERICAN BROADBAND & TELECOMMUNICATIONS reserves the right to suspend or terminate the DSL Service to you, or to suspend or terminate any user ID, email address, URL or domain name used by you, in the event it is used in a manner which violates any law, regulation, tariff or the AMERICAN BROADBAND & TELECOMMUNICATIONS Acceptable Use Policy or which endangers the AMERICAN BROADBAND & TELECOMMUNICATIONS network, the DSL Service or the use and enjoyment of other users. You understand and agree that any attempt to break security, or to access an account which does not belong to you, shall be considered a material breach of this Agreement, and may result in suspension or cancellation of the DSL Service. You agree to immediately notify AMERICAN BROADBAND & TELECOMMUNICATIONS of any unauthorized use of your account and/or breach or attempted breach of security of which you are aware.

DSL Service is for your home use only. You may not allow others to connect to your DSL Service and you may not resell your DSL Service. Any such actions will result in the immediate cancellation of your account.

DSL SERVICE

To receive DSL Service, DSL Service must be available to your location. You must also keep your telephone service active for the DSL Service to work. Your local phone company must be AMERICAN BROADBAND & TELECOMMUNICATIONS for you to receive DSL Service. AMERICAN BROADBAND & TELECOMMUNICATIONS will use best efforts to provide the DSL Service. DSL Service is not always able to be provided. AMERICAN BROADBAND & TELECOMMUNICATIONS shall have no liability for claims arising out of its failure or refusal to complete installation or provisioning of your DSL Service. Your DSL Service is a best efforts service. The actual speed you experience may vary depending on several factors including customer location, destination on the Internet, traffic on the Internet, line quality, and other factors beyond AMERICAN BROADBAND & TELECOMMUNICATIONS control.

*Early term fee of $80.00 will be applied if cancelled within first year of contract.

AMERICAN BROADBAND & TELECOMMUNICATIONS may interrupt the DSL Service for scheduled or emergency maintenance or as otherwise set forth in the Agreement. Also, your DSL Service may be interrupted in the normal course of business.
AMERICAN BROADBAND & TELECOMMUNICATIONS reserves the right to apply commercially reasonable spam, fraud and abuse prevention methods to inbound and outbound e-mail.

If you have a home alarm system and DSL installed on the same telephone line, you may experience trouble with your alarm service. AMERICAN BROADBAND & TELECOMMUNICATIONS suggests that you test your home alarm system once DSL is installed. You should check with your home alarm company for the test procedure. If your test reveals that your security system is not working, you will need to contact your home alarm company for assistance.

AMERICAN BROADBAND & TELECOMMUNICATIONS MAKES NO WARRANTY THAT THE DSL SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE DSL SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. AMERICAN BROADBAND & TELECOMMUNICATIONSPROVIDES NO GUARANTEE WITHREGARD TO THROUGHPUT SPEEDS WITH T H E DSL SERVICE.

AMERICAN BROADBAND & TELECOMMUNICATIONS's liability for damages, including but not limited to damages in regards to interruptions of the DSL Service, for mistakes, omissions, delays, errors and defects in the provision of the Service, shall in no event exceed an amount equal to the pro-rata charges to you for the period during which the DSL Service is affect ed. AMERICAN BROADBAND & TELECOMMUNICATIONS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF INCOME OR COST OF REPLACEMENT SERVICES.

AMERICAN BROADBAND & TELECOMMUNICATIONS's liability for willful misconduct, if established as a result of judicial, administrative, or arbitration proceedings, is not limited by this Agreement.

DSL SERVICE REQUIREMENTS
Your computer must meet the following minimum requirements:

• 133 MHz (or faster) Pentium-based processor (or equivalent).

• Windows 95b, Windows 98 and 98se, Windows Me, Windows NT (4.0Workstation with Service Pack 3 or higher), or Windows 2000 (no server versions of NT 4 or Windows 2000 are supported).

• 32 MB RAM, 25 MB of available hard disk space, installed CD-ROM drive.

• All machines should have an installed, functional 10BaseT or better Ethernet interface.

• Web browser (For American Broadband & Telecommunications A&T DSL: Microsoft Internet Explorer 5.0 or higher.

DSL EQUIPMENT AND INSTALLATION
You will be provided with DSL Equipment, which will be subject to additional terms and conditions. If the DSL Equipment does not work, and DSL Service is otherwise available to you, you must contact AMERICAN BROADBAND & TELECOMMUNICATIONS at the following toll free numbers: American Broadband & Telecommunications 1-866-765-AMBT (2628)

New DSL Equipment will be sent to you and a shipping label will be included. If you do not return the damaged DSL Equipment within 30 days of the date on your new DSL Equipment welcome letter, you will be assessed an equipment charge of $150.00. The installation, use, inspection, maintenance, repair and removal of the DSL Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. You are solely liable for impacts to or loss of any warranty associated with the opening of your computer for installation of the DSL modem. This is a self installation product. If you are unable to install the DSL Equipment, AMERICAN BROADBAND & TELECOMMUNICATIONS will provide installation service at an additional charge.

AMERICAN BROADBAND & TELECOMMUNICATIONS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION OF THE DSL EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE DSL SERVICE, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES OR PERIPHERALS. AMERICAN BROADBAND & TELECOMMUNICATIONS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE OR OPERATE THE DSL EQUIPMENT OR DSL SERVICES BECAUSE OF YOUR INSTALLATION. THIS LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT.
Your Rights and Responsibilities as a Customer

The full extent of your right and responsibilities are detailed in the Ohio Minimum Telephone Service Standards guide. (MTSS) MTSS can be found at section 4901:1-5 of the Ohio Administrative Code, and can be accessed on the web site of the Ohio Public Utilities Commission (PUCO) at http://www.puc.state.oh.us/rules/4901c1-5.htm.

1. Suspension or termination of service(s) – Service may be suspended or terminated for nonpayment of bills if:

   - The bill has not been paid by the date due shown on the invoice; and the required notice of suspension or termination has been sent.
   - AB&T will provide access to 911 services for 14 days after suspension or termination for nonpayment.
   - AB&T may disconnect local services for nonpayment of charges related to long distance services provided by AB&T.
   - Notices to suspend or terminate service for non-payment will be in writing and sent via the USPS, not fewer than 7 days prior to termination or suspension of services.
   - We will provide you with the following information on a suspension or termination letter:
     o Name and address of customer.
     o Amount of charges that are delinquent for local services
     o Date when payment is due to avoid termination.
     o Procedures that customer may initiate to investigate any disputed amounts.
     o The address and telephone number to contact for questions or payment methods.

Residential Voice Services
American Broadband & Telecommunications local and long distance services are for use by residential customers only. AB&T reserves the right to disconnect customer’s residential service or convert them to business service rates with appropriate customer notification if it is determined that customers use is not consistent with normal, (as solely defined by American Broadband & Telecommunications) residential usage.

Billing
Billing disputes may be resolved in accordance to the following procedures:
- The customer may request AB&T to investigate any disputed item.
- The UNDISPUTED amount on the bill must be paid by the date due.
- AB&T will resolve the investigation within 10 business days.

Ohio Telecommunications Relay Service
OTRS was created to provide communicatively or hearing-impaired customers with assistance by dialing 711. The OTRS uses third party intervention to provide 24-hour contact with any telephone subscriber. There is no charge for dialing 711, although once the party using 711 connects to the called party, regular calling rates and terms apply.