

**BEFORE THE PENNSYLVANIA PUBLIC UTILITIES COMMISSION**  
**August 19, 2010**

**PEGGY ROBLES**

Complainant

v.

**SERVICE ELECTRIC TELEPHONE  
COMPANY, LLC.**

Respondent

Complaint Docket  
No: **C-2010-2187832**

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**SUPPLEMENT TO RESPONDENT'S PRELIMINARY OBJECTION**

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Respondent Service Electric Telephone Company, LLC. ("SET"), pursuant to 52 Pa. Code Section 5.91, hereby files this Supplement to its Preliminary Objection filed in the above-referenced matter on August 4, 2010.

The purpose of this Supplement is to complete the record with a copy of the Cablevision Digital Phone Service Agreement ("Agreement"). This is a document setting forth terms of service that Cablevision provides to every customer as part of the User Guide at the time of service installation. Counsel for SET recently procured a copy from Cablevision and is providing it to the Commission so that the record in this matter is complete.

The first sentence of the Agreement explicitly states that Cablevision, not SET, will provide Digital Phone Service. Paragraph 23 of the Agreement informs the new customer that Digital Phone Service is subject to different regulatory treatment than traditional phone service and as a result the customer may have limited redress before federal or state regulatory agencies.

SET respectfully requests that the Commission admit a copy of this document to the record.

Dated: August 19, 2010

Respectfully submitted, *w/permission  
c RE*

*James Lister*

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*James Bailey* *w/permission  
c RE*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing instrument has been served on Complainant via first class mail in accordance with 52 Pa. Code. § 1.54, on this 19th day of August, 2010 addressed to:

Peggy Robles  
843 Tower Road  
Alburtis, PA 18011



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Charles R. Eberle

# **Attachment 1**

## **Cablevision Digital Phone Service Agreement**

**SERVICE ELECTRIC CABLEVISION, INC.  
DIGITAL PHONE SERVICE AGREEMENT  
EFFECTIVE DECEMBER 1, 2008**

This is an agreement between you, the "Customer" and Service Electric Cablevision, Inc. ("SECV") for Digital Phone Services ("Services") and any related services or devices used in connection with the Services. Use of the Services indicates that you accept the rates, terms, conditions and policies contained herein and set forth on the Digital Phone Price List posted on the SECV website located at [www.secv.com](http://www.secv.com).

WHEN YOU ENROLL IN, USE OR PAY FOR THE SERVICES, YOU AGREE TO THE PRICING, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THOSE RELATED TO 911/ENHANCED 911 FUNCTIONS ("911/E911") AND SERVICE INTERRUPTIONS.

WE ENCOURAGE YOU TO READ THE ENTIRE AGREEMENT AND TO CHECK OUR WEBSITE AT [WWW.SECV.COM](http://WWW.SECV.COM) (OR AT AN ALTERNATIVE SITE IF WE SO NOTIFY YOU) PERIODICALLY FOR ANY CHANGES OR UPDATES.

1. Customer agrees to abide by the terms, conditions and policies contained herein, and to pay the rates for the services contained on the Digital Phone Price List, as either may change from time to time. The current version of this Agreement and the Digital Phone Price List shall be posted on SECV's internet site at [www.secv.com](http://www.secv.com).
2. Customer expressly agrees not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal calling patterns. If SECV determines, in its sole discretion, that the Services are being used for any of the aforementioned activities or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business use, SECV reserves the right to terminate the Services immediately and without notice or to assess additional charges for each month in which excessive usage occurred.
3. The Services are being provisioned by means of a wholesale contract between SECV and Service Electric Telephone. As a result, SECV may be required to disclose certain information regarding Customer to Service Electric Telephone. Customer consents to the disclosure of such information to Service Electric Telephone. Customer acknowledges, however, that SECV, and not Service Electric Telephone, is Customer's provider of Digital Phone Services and that any and all account questions or inquiries will be directed to SECV.
4. Customer will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or otherwise charge others to use the Services, or any portion thereof.

5. The Services shall not be used for any unlawful purpose or for any use as to which Customer or user has not obtained all required governmental consents, approvals, authorizations, licenses and permits. SECV reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users (e.g., voicemail), if SECV (a) determines that such use or information does not conform with the requirements set forth in this Agreement, (b) determines that such use or information interferes with SECV's ability to provide the Services to the Customer or others, or (c) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. SECV's action or inaction under this section shall not constitute review or approval of Customer's or any other users' use or information.
6. To receive Services offered and provided under this Agreement, any and all of Customer's accounts with SECV must be paid to current. Customer understands and acknowledges that the non-payment of charges associated with Customer's cable television service, cable modem service, and/or the Services may result in disconnection of the Services with notice as required by applicable law.
7. Customer acknowledges that the Services do not have an independent power source. Customer agrees to keep the Multimedia Terminal Adapter ("MTA") plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or SECV's cable network or facilities are not working, the Services, including the ability to access emergency 911 services, will not be available.
8. Customer acknowledges that the Services may not be compatible with all security systems and medical monitoring systems and that, in order to maintain any necessary alarm monitoring functions, Customer may be required to maintain a telephone connection through another local exchange carrier. In the event SECV installs and configures the Services to operate with Customer's security or medical monitoring system(s), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with the Services. Further, the Services may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, certain "dial-up" modems, rotary dial phone handsets, pulse-dial phone handsets, private branch exchange (PBX) equipment, answering machines, traditional Caller ID units, casual/dial around (10-10) calling, 976, 900, 700 or 500 number calling, and 311, 511 or other x11 (other than 411, 611, 711 and 911). BY ACCEPTING THIS AGREEMENT, CUSTOMER WAIVES ALL CLAIMS AGAINST SECV FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE SECV EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION OR INCOMPATIBILITY, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES.
9. The installation of Services and related equipment that will be available from SECV for a standard installation are described in SECV's Digital Phone Price

List. Customer authorizes SECV to enter the premises to make any preparations or take any actions necessary for the installation, maintenance, inspection or removal of equipment, including periodic access to the SECV Equipment during the term of this Agreement and after its termination. Any equipment provided by SECV, including but not limited to the MTA and cabling installed by SECV, shall be considered "SECV Equipment" and shall remain the sole and exclusive property of SECV; upon termination of Services to the Customer, Customer's right to possess and use SECV Equipment shall likewise terminate and Customer shall return SECV Equipment, by any method reasonably requested by SECV, within ten (10) days of termination. Customer will not service, open, relocate, alter, misuse or tamper with SECV Equipment. If SECV Equipment is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of the SECV Equipment. SECV shall have no obligation to install, support, maintain, repair or replace any equipment that is not SECV Equipment, including any computer, computer modem, phone handset (or equivalent), inside phone wiring and outlets, and electric power outlet.

10. If Customer is not the owner of the premises upon which the SECV Equipment is to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for the purposes described in the previous section. Customer agrees to indemnify and hold SECV harmless from and against any claims of the owner of the premises arising out of performance of this Agreement.
11.
  - a. **Switching to SECV from another Provider:** If switching to the Services from another service provider, Customer may transfer existing phone number (if any) to SECV's Services, provided that:
    - (i) Customer requests the phone number transfer when placing the order for SECV's Services;
    - (ii) Customer agrees not to contact the other phone service provider during the transfer period (which may take up to 30 days) in order to allow SECV the time to complete the phone number transfer. Contacting the other service provider can act to delay the phone number transfer.
    - (iii) Customer's current service provider releases the existing phone number, at SECV (or its agent's) request, without delay or charge; and
    - (iv) transfer of Customer's existing phone number to SECV's Services would not, in SECV's view, violate applicable law or SECV's procedures.
  - b. **Switching from SECV to another Provider:** To transfer a phone number from SECV to another service provider, the Customer must place a transfer order through your new service provider (and not through SECV), and the existing telephone number and the telephone service must remain active. SECV will honor such request provided that:

(i) Customer's new service provider requests the transfer of numbers for local number portability ("LNP"), of active existing telephone number(s) to be ported, prior to the termination of service. (A disconnected number cannot be ported.)

(ii) the new service provider is willing to accept transfer without delay or charge; and

(iii) transfer of Customer's existing phone number to the new service provider would not, in SECV's view, violate applicable law or SECV's procedures.

12. Customer hereby certifies that he or she is eighteen (18) years of age or older.

13. **Charges**

- a. Customer agrees to pay all charges associated with the Services. These charges may include but are not limited to installation charges, monthly service charges, charges for the use of SECV Equipment, charges for service calls, and other charges. The current list of applicable charges and fees are included on SECV's Digital Phone Price List.
- b. Customer agrees to pay any and all applicable federal, state and local taxes (however designated) levied upon SECV and its affiliates in connection with the sale, installation, use and provision of the Services.
- c. SECV reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed on SECV and its agents or affiliates by order, rule or regulation of a regulatory body or a court of competent jurisdiction. SECV also reserves the right to invoice Customer to recover amounts that SECV, its affiliates and agents are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including but not limited to universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, and the like.
- d. SECV may change the fees and charges for the Services from time to time at SECV's discretion; specifically, SECV may decrease fees and charges with or without advanced notice and may increase the fees and charges for the Services by posting them as part of the Digital Phone Price List. Taxes and other government-related fees and surcharges may be changed with or without notice. Customer will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.
- e. Per-Call and Measured-Call Charges: SECV's calling plans billed on a flat monthly fee basis may not include certain types of calls. These call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax

machine) and ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If a third party provider (such as a telephone company in a foreign country) charges SECV, its affiliates or suppliers for a completed call when the called party's line rings or after a certain number of rings, then SECV will charge for the call as if it were answered by the called party.

- f. Rounding of Fractional Charges: If the computed charge for a measured call, a tax or a surcharge includes a fraction of a cent, the fraction is rounded up to the next nearest whole cent.
- g. Third Party Charges: The Services may allow Customer to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, 900 and 877 numbers) and other third-party providers. Customer acknowledges that he or she may incur charges with such providers that are separate and apart from the amount charged by SECV. Customer agrees that all such charges, including all applicable taxes, shall be the sole responsibility of Customer. Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- h. Billing: SECV generally bills monthly, in advance, for service charges, equipment charges and other recurring fees. Customer will be billed for installation and other one-time charges, measured and per-call charges, and for all other charges, according to SECV's billing policies. Customer's invoice may also contain charges for other services provided by SECV or its subsidiaries or affiliates. Partial payments on any invoice will be applied to the outstanding charges in the amounts and proportions that SECV determines. Acceptance of a partial payment does not waive SECV's rights to subsequently collect the full balance owed.
- i. Late or Non-Payments: Customer agrees to pay SECV for all fees and charges for Services, including any late fees and related fees, charges, and assessments due to late payments or non-payments. Customer may be assessed such fees, charges, and assessments (i) if for any reason SECV does not receive from Customer any required payment for the Services by the date on which the payment is due; (ii) if Customer pays less than the full amount due for the Services; or (iii) if SECV provides more than one product or service and Customer pays less than the full amount due for any or all of them. In such circumstances, SECV may also disconnect any or all of the SECV and SECV-affiliated services and products. To the extent authorized by applicable law, SECV also may prevent the customer from reconnecting service or transferring the telephone number to another service provider until all past due amounts are paid.

- j. Subject to applicable law, Customer must notify SECV of any billing errors or other requests for refund within sixty (60) days of the date on the bill.
- k. If Customer desires to resume the Services after a suspension of the Services, SECV may require Customer to pay a restoration or reconnection fee, as applicable. If Customer desires to reinstate the Services after disconnection of the Services, SECV may require Customer to pay a new installation fee and/or service activation fee, as applicable. These fees are listed on the Digital Phone Price Lists, or the price list or contract related to the particular product or service that was disconnected, and are in addition to all past due charges and other fees. SECV's late fee practices may be revised from time to time to comply with applicable state or local laws, rules or regulations.

14. **LIMITATIONS OF 911/E911**

- a. The Services include 911/E911 functions that may differ from the 911 or E911 function furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT SECV.
- b. In order for 911/E911 calls to be properly directed to emergency services, SECV must have Customer's correct service address. If Customer moves the Services to a different address without SECV's approval, 911/E911 calls may be directed to the wrong address, and/or the Services (including 911/E911) may fail altogether. Therefore, Customer must call SECV before moving the Services to a new address. SECV will need several business days to update the service address in the E911 system to enable 911/E911 calls to be properly directed. All changes in service address require SECV's prior approval.
- c. The Services use the electrical power in at Customer's property. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not complete if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- d. **LIABILITY: CUSTOMER ACKNOWLEDGES AND AGREES THAT SECV WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL.**

CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SECV AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

15. Customer understands and acknowledges that Customer will not be able to use the Services, including 911/E911, under certain circumstances, including but not limited to the following: (a) if SECV's network or facilities are not operating; or (b) if normal electrical power to the MTA is interrupted and the MTA does not have a functioning battery backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed.
16. **Customer Privacy.**
  - a. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Customer Privacy Notice delivered to Customer by SECV, which is incorporated herein by reference. Subscriber acknowledges receipt of the Customer Privacy Notice.
  - b. SECV may collect (whether automatically or otherwise) information of the type described in the Customer Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that SECV may use to market additional services to Customer. SECV may also disclose such information to its agent, Service Electric Telephone, as necessary for the provisioning of the Services.
  - c. In addition to the actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, SECV shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer consents to such actions or disclosures.
17. **License for Firmware and Software.** The Services and SECV Equipment, including but not limited to any firmware or software embedded in the SECV Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. Customer is granted a revocable license to use such firmware and software in

object code form (without making any modification thereto) strictly in accordance with this Agreement. Customer acknowledges and understands that Customer is not granted any other license to use the firmware or software embedded in the SECV Equipment or used to provide the Services. Customer expressly agrees to use the SECV Equipment only in connection with the Services. Customer shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

18. This Agreement shall commence on the first date that Services are provided hereunder and shall continue thereafter until terminated by Customer or SECV as set forth in this section. Customer can terminate this Agreement for any reason by providing notice of termination to SECV in one of three ways: (a) by sending written notice to SECV at the address specified in Section 27 of this Agreement; (b) by sending an electronic notice to the e-mail address specified in Section 27 of this Agreement; or (c) by calling SECV's customer service line specified in Section 27 of this Agreement during normal business hours. SECV may suspend Service or terminate this Agreement for any reason. If SECV suspends Service or terminates this Agreement because Customer fails to comply in full with any term of the Agreement, SECV will give Customer seven (7) days notice, unless the Agreement expressly permits suspension or termination without notice or on less than seven days notice. SECV will provide at least thirty (30) days notice for suspension or termination for any other reason. Regardless of the party terminating the Agreement, all applicable fees and charges will accrue until the date of termination, but SECV will refund all prepaid monthly service fees charged for Services after the termination date (less any outstanding amounts due SECV for the Services, affiliate services, equipment or other applicable fees and charges).
19. Nothing herein shall be construed to limit SECV's rights and remedies available at law or in equity. SECV and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, files, or other Customer information that is stored on SECV's or its suppliers' servers or systems. Customer understands and acknowledges that SECV shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files or other Customer information.
20. THE SECV EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SECV NOR ITS ASSOCIATED PARTIES WARRANT THAT THE SECV EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER SECV NOR ITS ASSOCIATED PARTIES WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF

PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE HEREBY EXCLUDED.

21. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SECV AND ITS ASSOCIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCE OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM CUSTOMER'S RELIANCE ON OR USE OF THE SECV EQUIPMENT OR THE SERVICES, OR THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE SERVICES. THIS LIMITATION SHALL APPLY WHERE SECV MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATA BASE.
22. Customer equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair and removal of the SECV Equipment and the Services. Except for gross negligence or willful misconduct by SECV, neither SECV nor its affiliates/agents shall have any liability whatsoever for any damage, loss, or destruction of Customer equipment. In the event of gross negligence or intentional misconduct by SECV, SECV shall pay at its sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be Customer's sole remedy relating to such activity.
23. Customer understands and acknowledges that the Services may be subject to regulatory or tax treatment that differs from the regulatory or tax treatment applicable to traditional telephone service. This different treatment may limit or otherwise affect your rights of redress before federal or state regulatory or tax agencies.
24. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of the Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if by their terms they would be expected to survive termination.
25. This Agreement and the Digital Phone Price List, which is incorporated herein by reference, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede and replace any and all prior written or verbal agreements. If any portion of this Agreement and/or the Digital Phone Price List is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible

to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. SECV's failure to insist upon or enforce strict performance of any provision of this Agreement or the Digital Phone Price List shall not be construed as a waiver of any provision or right. Neither the course of conduct nor trade practice shall act to modify any provision of this Agreement or the Digital Phone Price List.

- 26. Unless this Agreement specifies otherwise, SECV will give Customer thirty (30) days notice of any modification of this Agreement. SECV may, at its sole discretion, change, add to, or remove portions of the Services (including but not limited to features and equipment requirements) at any time without notice. If Customer continues to use the Services after any modification of this Agreement or the Services, Customer shall be deemed to have accepted the modification. If Customer does not agree to any modifications, Customer must immediately stop using the Services and notify SECV that it is terminating this Agreement. Customer then will be entitled to a refund of any unused portion of any recurring monthly service fee for the Services that have been paid by Customer in advance (less any outstanding amounts due SECV and/or its affiliates for equipment or other applicable fees and charges).
- 27. **Notices to SECV.** Any notice to SECV hereunder can be sent to your local office mailing address:

Service Electric Cablevision, Inc.  
Birdsboro System  
6400 Perkiomen Avenue  
Birdsboro, PA 19508  
[BirdsboroOffice@secv.com](mailto:BirdsboroOffice@secv.com)

Service Electric Cablevision, Inc.  
Hazleton System  
380 Maplewood Dr.  
Hazle Township, PA 18202  
[HazletonOffice@secv.com](mailto:HazletonOffice@secv.com)

Service Electric Cablevision, Inc.  
Sunbury System  
500 Grant Street  
Sunbury, PA 17801  
[SunburyOffice@secv.com](mailto:SunburyOffice@secv.com)

- 28. **Notices to Customer.** Any notice to Customer hereunder can, at SECV's option, be sent to the mailing address designated for receipt of customer's invoices or the e-mail address provided by Customer. SECV will not use electronic notice if Customer informs SECV of its desire to omit this type of notice.

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SECV digital phone service agreement\_12/08