



C O N S U L T I N G L L C

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Bethesda, MD 20816
240.461.7816

October 17, 2022

Rosemary Chiavetta
Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Via e-filing

Re: Centre WISP Venture Company, LLC Voice Service Agreement and Marketing Materials
Docket No. P-2021-3023605

Dear Secretary Chiavetta,

On behalf of Centre WISP Venture Company, LLC d/b/a Black Bear Fiber (“Black Bear Fiber”), I am submitting its proposed final Residential Phone Terms and Conditions and mock-ups of its proposed final marketing and promotional materials for its voice service, broadband internet access service, and Lifeline Service to the Bureau of Consumer Services at Pennsylvania Public Utility Commission (“PUC” or “Commission”). Centre WISP has decided to market its fiber-based voice and broadband service in its eligible telecommunications carrier (“ETC”) service area under the trade name “Black Bear Fiber”.

During the pendency of ETC designation proceeding, Centre WISP received and responded to several data requests from PUC staff, submitting draft versions of its voice service agreement and marketing materials. The last data request received included the following (Question 3):

It is understood that Center WISP submitted mockups of terms and conditions and other documents. 52 Pa. Code Chapters 63 and 64 apply to voice service as a protected service. BCS staff will gladly review Centre WISP’s revised Voice Service Agreement for compliance and plain language. **Please resubmit to BCS three months prior to offer service as an ETC.**

When Centre WISP responded to that data request on June 21, 2021, it submitted its proposed Voice Service Agreement, stating:

Answer: Centre WISP hereby submits a revised Voice Service Agreement (attached as **Exhibit A**) for plain language and compliance review.

The undersigned did not realize that these materials should have been formally re-submitted after the Commission's Order granting ETC designation was issued; it was assumed that Centre WISP had already met the requirement of the Order to submit such materials.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

/s/ Carol E. Matthey

Carol E. Matthey
Consultant to Centre WISP Venture Company, LLC
(240) 461-7816
carol@mattheyconsult.com

Attachments:

Centre WISP d/b/a/ Black Bear Fiber Voice Service Agreement
Sample Webpage Advertising Voice and Broadband Service on Black Bear Fiber Website
Black Bear Fiber Lifeline Marketing

cc: Rhonda L. Daviston
Theresa Mingarell
Derek Vogelsong



Voice Service Agreement

The terms and conditions of this Service Agreement (“Terms” or “Agreement”) constitute the agreement (“Agreement”) between Centre WISP Fiber Venture Company, LLC d/b/a Black Bear Fiber (“Black Bear Fiber”, “Company”, “We”, “Us”) and the User (“you”, “User” or “Customer”) of the Company’s residential and business voice communications Services (“Phone Service”), and any related products or services (individually and collectively, “Service”). This Agreement governs both the Service and any connected Device (“Device” or “Equipment”), used in conjunction with the Service. Additional Terms and Conditions located on the Black Bear Fiber website at <https://www.blackbearfiber.com> may also apply.

By using the Service, you represent that you are of legal age to enter into this agreement and that you have read and understand fully the terms and conditions of this agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING: WARNINGS THAT YOU MAY BE UNABLE TO USE THE VOIP SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES, AND LIMITS AND DISCLAIMERS ON COMPANY’S LIABILITY.

SERVICE

Black Bear Fiber Phone Service is delivered using Voice-over-Internet Protocol (VoIP) technology. The monthly charges for Phone Service shall be the then-current monthly charge, as posted on our website at <https://www.blackbearfiber.com>.

Residential VoIP Phone services include the following features:

- **Unlimited Local & Long Distance Calling in the contiguous lower 48 U.S. States**
- **Per-minute rates for International Calling**
- **Caller ID (with Name if available)**
- **Call Waiting**
- **3-way Calling**
- **Call Forwarding**
- **Voicemail (with text and/or e-mail notification option)**

If you make calls to international locations, then International rates will apply. Please contact our office at 814-777-9007 for the current International rates.

You must supply certain equipment and facilities, such as a phone handset or equivalent, installed phone or network cabling and termination outlets, and a powered electrical outlet. You are responsible for supplying and ensuring that the equipment you supply is compatible with the Service and meets federal and other applicable standards. You represent that you either own your equipment or have the right to use that equipment in connection with the Service. The Company shall have no obligation to provide, maintain, support or service your equipment.

For the Services (including E9-1-1) to work, the Customer is responsible for providing: the supply of electrical power; and performing proper maintenance of all customer-provided equipment connected to, or supporting the Services at the Customer location, including the replacement of any batteries, and contacting Black Bear Fiber for technical service when prompted to do so or as required, unless otherwise specified by Black Bear Fiber.

If you subscribe to the Company's Residential Services, which is defined as Service intended solely for the subscriber's residence, or home, and not for commercial purposes ("Residential Services"), the Service and the Device (if provided) are provided to you solely for such residential use. You shall not resell or transfer the Service or the Device to another party. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay the higher rates for Business Service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

If you subscribe to the Company's Business Services, which is defined as Service intended solely for the subscriber's use to support commercial, for-profit or not-for-profit, non-residential enterprises ("Business Services"), the Service and Device (if provided) are provided to you as a small business User. You shall not resell or transfer the Service or the Device to another party. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device in a manner inconsistent with customer activities of a small business User.

Users may not use Residential or Business Service to engage in telemarketing (including, without limitation, charitable or political solicitation or polling), auto-dialing, robocalling, fax or voicemail broadcasting, fax or voicemail blasting.

All Customers (both Residential and Business) should read the provided Battery Backup disclosure. We have no control over your electrical power, and you may experience occasional outages. For this reason, it is strongly recommended that you maintain a battery backup for the fiber Optical Network Unit and telephone. It is recommended that you provide a forwarding number so that you can receive calls in the event of an outage.

Customers also should read the 911 disclaimer document provided by Black Bear Fiber as part of the service ordering process. By acceptance, and use, of the Black Bear Fiber Phone

Service, you acknowledge and accept any limitations of 9-1-1/E9-1-1 service, and you agree to convey these limitations to all persons who may place calls over the Phone Service.

You acknowledge that the Company may use call detail, and customer proprietary network information, for all lawful purposes, including but not limited to actions related to the initiation, rendering, billing and collection of the Service. Further, such actions also include the use of such information for the purposes of testing, verifying, and otherwise assuring that the Service is delivered to you.

TERM OF SERVICE

Service is offered on a monthly basis for a term that corresponds with the date your Black Bear Fiber Phone service was activated and ends on the day before the same date in the following month or corresponds with the calendar month if the Service fees were prorated to the start of a calendar month. Subsequent terms of this Agreement automatically renew unless you give Black Bear Fiber written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

PAYMENT AND CHARGES

Payment for service is due no later than the tenth (10th) day of the month. Black Bear Fiber's preferred payment method is automatic bank transfer or credit card payment. We will charge Customers monthly using the customer's preferred payment method. When you subscribe to our Service, you authorize us to collect from your payment method, including, if applicable, check return fees, recovery fees and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method.

Any partial payments for current bills that are insufficient to pay the total amount due for the current bill, when there is no past due balance, will first be applied to your charges for Black Bear Fiber Phone service.

You agree to pay all charges due and payable for the Services without counter-claim, set-off or deduction, other than amounts reasonably disputed. Failure to pay in full may result in immediate suspension of services, and Black Bear Fiber shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable until the account balance is paid in full.

If you reasonably dispute an invoice, you must pay the undisputed amounts and either call Black Bear Fiber at 814-777-9007 or provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of your right to dispute the charge, unless otherwise provided by law. The parties shall attempt to resolve the

dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period, you will pay the full amount due within 10 days, otherwise Black Bear Fiber may exercise any available remedies for breach.

If you do not deliver full payment for all billed charges for Phone Service by the due date (the tenth day of the month), Black Bear Fiber will assess a 1.25% late payment fee on the overdue amount and issue a notice that service will be suspended for non-payment if full payment is not received within ten (10) calendar days. If full payment is not received within 10 calendar days of the suspension, Black Bear Fiber will terminate use of the Service. However, the failure of Black Bear Fiber to terminate the Service for non-payment of any charges shall not act as a waiver or estoppel to terminate Service of such account for non-payment of current or future charges. All disconnected accounts are subject to \$40.00 reconnection fee, after payment in full of the unpaid balance.

All prepaid fees and other payments by Subscriber are non-refundable and non-creditable. There are no pro-rated refunds for unused time. In the event that an account is terminated for any reason with an outstanding balance, Black Bear Fiber will electronically charge any credit card on file for the outstanding balance. Any account which goes into collection status will be transferred to a collection agency and incur a \$25.00 processing fee and all other applicable fees and charges. Customers must pay a \$25.00 service charge on disputed credit cards and credit card chargebacks.

Customer is responsible for all charges attributable to its account with respect to the Service. Customer agrees to notify Black Bear Fiber immediately, in writing or by calling the Black Bear Fiber support line at 814-777-9007, if you become aware at any time that Service is being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Service. Black Bear Fiber, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Service. You agree to save, defend, indemnify and hold Black Bear Fiber harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorized use.

International calling is disabled by default. Customers may request it be enabled for a given country at any time by contacting Black Bear Fiber. All International calls are billed at their respective international rates, which are updated from time to time. Any and all call charges are rounded to the nearest whole penny. International calls will be charged at the start of the next month. Failure to pay will result in immediate suspension of Service.

LIMITATIONS OF SERVICE

Customer acknowledges, and agrees, to the following limitations of service:

A) Phone numbers. The phone numbers you obtain from Us for Residential Service will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

B) Compatibility with other devices and systems. The Service may not be compatible with non-voice devices. All non-voice communications equipment, including but not limited to, home security systems or alarm systems that are set up to make automatic phone calls, modems, data modems, any device that relies upon a modem, or other hearing-impaired devices, and medical monitoring devices (“Non-Voice Systems”), are not considered compatible with the Service and may be interrupted or permanently disabled by installation or operation of the Service. You should maintain a traditional analog telephone connection in order to use any alarm monitoring functions for any security system installed in your home or business that relies on a traditional circuit switched analog phone line. You are solely responsible for the operation and use of such Non-Voice Systems with the Service, including taking any necessary steps, as permitted under your agreements with the Company, to ensure compatibility between such Non-Voice Systems and the Service.

LOCAL NUMBER PORTABILITY

If you are transferring your existing phone number from another service provider for use with the Service, the following terms and conditions also shall apply:

A) You will cooperate fully with the Company and provide promptly all information, including a letter of authorization or other documentation, as requested by the Company in connection with the processing of your order for Service;

B) You authorize the Company to act on your behalf, in moving your telephone number and related local and long distance services from your current provider to the Company, and you represent you are authorized to take such actions;

C) You acknowledge that if you set up the Service prior to the date that the number switch becomes effective (the “Port Effective Date”), you may be able to place outgoing calls but not receive incoming calls over the Service, and may not be able to make 9-1-1 or other emergency calls over the Service, until the Port Effective Date (in such a case, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date); and

D) You acknowledge that if the Service is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. To help avoid an interruption in your phone service, you should install the Service prior to, or on, the Port Effective Date. An estimate of the Port Effective Date may be sent to you by the Company following your completion of the ordering process, but this is only an estimate and not a guarantee of the Port Effective Date; and

E) You acknowledge that the Company will become the customer of record for all phone numbers that we move or “port” to the Service.

If you choose to terminate Phone Service and switch to another voice provider, any telephone number may be allowed to port out if, at the time of our receipt of the port-out request:

A) The number(s) being ported out have been active in the current subscribers account for at least 90 days,

B) All previous invoices have been paid and there is no outstanding balance on the account.

If you DO NOT notify Us that you are porting (moving) your phone number to a new phone company, Black Bear Fiber will turn off your Phone Service and terminate billing at the end of the current billing term. If you DO notify Us that you are porting (moving) your phone number to a new phone company, Black Bear Fiber must leave your Phone Service active until you or your new phone company notify Us that the port-away has completed. The Phone Service must remain active until the port-away has occurred, or your phone number may be lost. Once we're notified that the port-away has completed, Black Bear Fiber will turn off your Phone Service and terminate billing at the end of the then-current billing term.

PHONE NUMBERS

The Customer acknowledges and accepts that it does not own or have any property rights in or any other rights to any telephone numbers assigned to them, whether or not the telephone numbers are published in any directory. Black Bear Fiber may change a telephone number designated for the Customer if Black Bear Fiber has (a) reasonable grounds for changing it and gives the Customer reasonable advance notice stating the reason for and the anticipated date of the change, or (b) in cases of emergency, given the Customer verbal notice, followed by a written explanation as soon as is reasonably possible. Black Bear Fiber is not liable for any costs, damages or other amounts resulting from changes to telephone numbers.

REVISIONS, AMENDMENTS, OR MODIFICATIONS TO THESE TERMS

The Company may change this Service Agreement or the Service from time to time by posting a revised version of this Service Agreement or announcing Service changes on the Company's website currently located at <https://www.blackbearfiber.com>. Such changes may include, without limitation, increasing the charges for the Service, including any additional features that may be offered in conjunction with the service. Changes will become effective once posted, and your continued use of the Service will constitute your acceptance of any such changes. However, if you do not wish to continue Service after a change or modification in features or functionality that materially effects the Service to you, you may terminate this Service Agreement by providing written notice to the Company within twenty (20) days of the effective date of the modification.

TERMINATION OF SERVICE

This Agreement will remain in effect from Service activation until this Agreement is terminated (by Us or by you). To cancel or terminate the Company's Residential or Business Service, you must contact our offices at 814-777-9007 *and* provide written notice at least ten (10) days before the end of the monthly term in which the notice is given.

For Residential Services, we reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in Our sole and absolute discretion, consistent with all applicable notice provisions and other regulatory requirements. If we discontinue the Service

generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

For Business Services, we reserve the right to suspend or discontinue the Service generally, or to terminate or suspend your Service for failure to rectify a violation of the Service Agreement within 7 days after receiving notice thereof from the Company. If we discontinue the Service generally, or terminate your Service, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your failure to correct any breach of any provision of this Agreement, you will be responsible for charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Service may be suspended by the Company without prior notice, if necessary, to comply with applicable laws or to preserve the integrity of service to other Customers. If service is suspended without prior notice, the Company will use reasonable efforts to notify Customer of the suspensions and the reason for suspension within one (1) business hour of suspension.

PROHIBITED USES

You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Black Bear Fiber will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

You shall not use the Service or the Device in any way that is threatening, abusive, obscene, lewd, lascivious, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. In addition, Black Bear Fiber will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and

property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

The Company has no obligation to monitor the Service or any User's use thereof or retain the content of any User session. However, the Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. The Company reserves the right to implement reasonable network management practices to ensure service quality levels are maintained.

You agree not to share (or re-sell) the Service with anyone not residing at the Service address.

TRANSFER OF ACCOUNT/CHANGE OF RESIDENCY

The Services shall only be provided to Customer at the address where installation is performed. Customer may not transfer Customer's rights or obligation to the Services to any successor tenant or occupant or to any other address without Provider's prior written approval.

If you wish to move, you must contact the Company for information on Service availability at the new location. Using or moving, or attempting to use or move, the Equipment or Service to a new location is a violation of this Agreement.

LIMITATION OF LIABILITY

Customer agrees that in the event of loss of Service, Customer's sole remedy shall be a credit for Service charges for the affected time period.

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATED TO INTERRUPTIONS IN SERVICE OR THE EFFECTS THEREFROM, OR LIABILITY FOR ANY DELAY OR FAILURE TO PERFORM, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS, IDENTITY THEFT, FAILURE OF 911 OR E-911 SERVICE, OR INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SERVICES.

This Section "Limitation of Liability" will survive termination or expiration of this Service Agreement, whether terminated by you or the Company, for any reason.

SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and Black Bear Fiber with respect to our Services and supersedes all prior or contemporaneous communication and proposals (whether oral, written, or electronic) between

you and Black Bear Fiber with respect to our Services. If any part of this Voice Service Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

By signing this Agreement, you accept these Terms of Service.

_____ (Customer)

_____ (Date)

Sample Black Bear Webpage Marketing Voice and Broadband Service



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Products & Pricing

Fiber Internet

No hidden fees or data caps! Our prices include all taxes and fees, so there are no unwelcome surprises on your internet bill.

100x100 Mbps

\$39^{.25}
per month*

500x500 Mbps

\$70
per month

1,000x1,000 Mbps

\$105
per month

* FREE 100x100 service costs \$39.25/month, which is fully subsidized for qualifying families through a combination of the Affordable Connectivity Program (\$30/mo) and Lifeline Program (\$9.25/mo). Use of the ACP package is subject to continuing qualification for the program, which is performed through USAC. Terms and conditions may apply.

Pay once and save! Pay for 11 months upfront and get 1 month free.

Add-On Services

Get better pricing by bundling services with Black Bear Fiber.

+Phone
\$10/month

+TV
\$65/month

Just Phone

Don't need the internet access, or want to start with just a phone line? No problem! We offer standalone home phone service too.

Phone

\$50/month

*when purchased without any other services

Sample Lifeline Marketing Material



Lifeline Assistance

Lifeline is a special government program that subsidizes the cost of voice or internet service for qualifying low-income households.

You may be eligible for Lifeline if you are a low-income household. In particular, you are eligible for Lifeline if your household income is at or below 135% of the Federal Poverty Guidelines, or if a member of the household participates in one of the following federal programs:

- Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps
- Medicaid
- Supplemental Security Income
- Federal Public Housing Assistance
- Veterans Pension and Survivors Benefit
- One of several Tribal assistance programs, and you live on federally-recognized Tribal lands
 - Bureau of Indian Affairs General Assistance Tribal Temporary Assistance for Needy Families
 - Food Distribution Program on Indian Reservations
 - Tribal Head Start (only households that meet the income qualifying standard)

Consumers can request a paper application be mailed to them by calling USAC at 1-800-234-9473, or by calling Black Bear Fiber.

You can apply for Lifeline benefits through the National Lifeline Verifier, found here:

<https://nationalverifier.servicenowservices.com/lifeline>.

The 2022 monthly subsidy is \$9.25/month for qualifying internet service, or \$5.25 for qualifying voice service. (An additional amount is available if you live on Tribal lands.)

Your household is eligible for only one Lifeline benefit, which may be applied to either voice or internet service. This benefit cannot be transferred to another person or household.

If you are interested in learning more about this program or need assistance, please contact Black Bear Fiber at 814-777-9007.