



Effective Date: January 1, 2018

Last Updated: January 26, 2024

## VoIP Terms of Use Policy Agreement

### Introduction

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This Consent Agreement ("Agreement") is established between the entity or individual referred to as "Customer," "you," or "your," and Technoledge INC, herein referred to as, "SERVICE PROVIDER", "Company," "we," "us," or "our." This Agreement outlines the terms and conditions under which the Company is authorized to perform the specified actions or services as detailed in the document to which this Agreement is appended.

Your acceptance of this document, coupled with continued payments for Product(s) or Service(s), signifies your understanding, acknowledgment, and agreement to abide by the terms delineated in this Agreement. It is expressly noted that this Agreement is binding and constitutes an integral part of the Technoledge INC Master Services Agreement ("MSA"). In case of any ambiguity or uncertainty, the provisions of our MSA, Privacy Policy, and any executed contract for the Service(s) rendered between Technoledge INC and the Customer shall prevail. Our Privacy Policy is accessible at Technoledge Privacy Policy.

LINK | <https://www.technoledge.com/privacy-policy/>

An exception to the execution of this Agreement arises if the Customer has never availed themselves of the Product(s) or Service(s) from Technoledge INC as outlined in this Agreement. If the Customer has previously availed themselves of these Product(s) or Service(s) from Technoledge INC as outlined in this Agreement, and is now procuring these Product(s) or Service(s) from another source, a Termination Notice must be on file with Technoledge INC to dissolve the binding nature of this Agreement regarding these Product(s) or Service(s).

### Terms & Conditions for End-User Contracts

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#### Customer Representations

You represent and warrant that You possess the legal right, capacity, and ability to enter into this Agreement. You represent and warrant that You have made and will maintain at all times wireless or traditional wireline telephone service that will enable You to call 911 and any other applicable emergency service number. You represent and warrant that You will not use the Applications or Services in environments requiring fail-safe performance or in which the failure of the Applications or Services could lead directly to death, personal injury, or severe physical or environment damage. You represent and warrant that the Registration Data, user name, contact information, Registered Location(s), and all other information provided in connection with Your "SERVICE PROVIDER" Account are true and correct at all times. You represent and warrant that You will not use the Applications or Services in violation of the Use Policy herein.

You agree to be financially responsible for Your use of the Applications or Services, including the authorized or unauthorized use of Your Account. In order to use the Applications or Services, You must have properly configured and working Internet service and/or Public Switched Telephone Network ("PSTN") service (i.e., mobile and/or landline phone service) and hereby agree, at Your sole expense: to (1) obtain access to Your own Internet and/or PSTN service with a third party provider other than "SERVICE PROVIDER"; (2) be responsible for payment of Internet and/or PSTN connection or service fees and all equipment necessary to establish a connection to such Internet and/or PSTN service, as may be required to use the Applications or Services; (3) supply and pay third-party providers for all additional phone service and features required for Your use of the Applications or Services; and (4) pay "SERVICE PROVIDER" for the Applications or Services.

#### Product Pricing and Availability

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With respect to its advertising, offering, or sale of Applications, Services, or any other products (collectively, "Products"), "SERVICE PROVIDER" attempts to describe its products as accurately as possible. Nevertheless, "SERVICE PROVIDER" does not warrant that any descriptions, pricing, availability, or other information relating to the advertising, offering, or sale of Products (collectively, "Product Information") from its Website, marketing materials, promotional flyers, advertisements, or other printed or electronic materials (collectively, "Product Materials") is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible that Product Information may be mispriced, described inaccurately, or that the Product may be unavailable. In the event "SERVICE PROVIDER" determines that a Product is mispriced, described inaccurately, or unavailable, "SERVICE PROVIDER" reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation, canceling Your Account or subscription to the Services. You agree to notify "SERVICE PROVIDER" immediately if You become aware of any pricing or descriptive errors or inconsistencies with any Products You order through the Product Materials and comply with any corrective action taken by "SERVICE PROVIDER".

You acknowledge and agree that the Services may not be available 100% of the time. Credit allowances for interruption of the Services may only be provided on a case-by-case basis at the sole discretion of "SERVICE PROVIDER" and shall be Your sole remedy for any Service interruptions or other issues with the Services.

## Use Policies

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You shall not use the Services for any illegal, fraudulent, improper, or abusive purpose or in any way that interferes with "SERVICE PROVIDER"'s ability to provide high quality Services to other customers, prevents or restricts other customers from using the Services, or damages any "SERVICE PROVIDER"'s or other customers' property. If "SERVICE PROVIDER" finds that You are using the Services for anything other than the permitted uses in this Agreement or for any of the prohibited uses in this Agreement, "SERVICE PROVIDER" may at its sole discretion terminate Your Service and charge You any applicable fees for the Services used plus damages caused by Your improper use. Prohibited uses include, but are not limited to:

- Behavior that is illegal, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.
- Sending unsolicited messages or advertisements, including email, voicemail, SMS, or faxes (commercial or otherwise) ("spamming"), or otherwise sending bulk and/or junk email, voice mail, SMS, or faxes.
- Harvesting or otherwise collecting information about others, including email addresses, without their consent.
- Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, ransomware, or any other programs that may be harmful or dangerous.
- Creating a false Caller ID identity ("ID spoofing") or forged email/SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.
- Transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties.
- Violating any U.S. or foreign law regarding the transmission of technical data or software exported through the Services.
- Utilizing the Services in excess of what, in "SERVICE PROVIDER"'s sole discretion, would be expected of normal business use, including without limitation allowing more than one user to use a single VoIP line or using a single VoIP line in excess of what would be expected of a single user.
- Using the Services in any way that interferes with other customers' and third parties' use and enjoyment of the Services or use the Services in any manner which disrupts, prevents or restricts any other customer from using the Services.
- Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid this Use Policy.

### You further understand and agree that:

- You shall be solely liable for any transmissions sent through the Services under Your Account, including the content of any transmission sent through the Services under Your Account.
- You will abide by all applicable "SERVICE PROVIDER" policies, procedures, and agreements related to the Services.
- You shall not attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means.
- Your use of the Services is subject to all applicable local, state, national, and international laws and regulations (including without limitation those governing account collections, export control, consumer protection, unfair competition, anti-discrimination, securities laws, and false advertising).
- In addition, some of "SERVICE PROVIDER"'s plans and other Services are offered on an "unlimited" basis.

### All unlimited plans:

- May only be used for normal business use.
- Are provided only for dialog between two individuals at one time per line.
- Exclude international calling, which is available for an additional fee.
- Are issued on a "one (1) user per line basis", meaning that only one registered user may be assigned to use the Services for any one line.

### Unlimited plans also may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses applicable to all Services):

- Trunking or forwarding Your "SERVICE PROVIDER" number to (an)other phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.
- Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously).
- Bulk call-in lines (e.g., customer support or sales call centers, "hotlines", 900 numbers, sports-line numbers, etc.).
- Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls).

In addition, unusually high usage of the Services may impair "SERVICE PROVIDER"'s ability to provide high quality Services to others and/or indicate unauthorized use of the Services, in which case "SERVICE PROVIDER" may suspend or terminate Your Account or, upon prior notice, convert Your Account to a metered calling plan that charges significantly higher usage rates.

"SERVICE PROVIDER" reserves the right to add to, modify or amend this Use Policy at any time for any reason at its sole discretion.

## Plan Credits, Taxes, Charges, Fees and Chargebacks

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Generally. Please note that all prices, taxes, surcharges, and fees are subject to change at any time. You are responsible for paying all charges for Your Account, including but not limited to toll-free, local, long distance, international, additional feature charges, 411 and operator assisted charges, and directory assistance charges, and for all taxes, surcharges, and fees imposed on you or us as a result of your use of the Service. Customers with a past due balance on previous or multiple accounts will be charged the full balance upon opening a new account or updating their credit card information on file. "SERVICE PROVIDER" also reserves the right to charge termination and transfer fees consistent with each plan's terms and conditions and as provided in their signed Agreement or Service Activation Agreement.

**Taxes, Charges, and Fees.** All fees for Services advertised or otherwise listed on the Website are exclusive of any federal, state, local sales, international excise, value-added, and similar taxes or fees and administrative or recovery fees or charges (collectively "Taxes and Fees"). You agree to pay all Taxes and Fees and/or similar liabilities, however denominated, that may now or hereafter be levied on the Services which are chargeable to or recoverable from customers by any federal, state, local, or international law or regulation, as well as any administrative and recovery fees and charges levied on the Services by "SERVICE PROVIDER", whether or not mandated by law or regulation. Should "SERVICE PROVIDER" pay or be required to pay such liabilities (including any Taxes and Fees that were due but not charged or previously collected), You agree that "SERVICE PROVIDER" may charge any payment method on file or add these Taxes and Fees to your invoice for such payments upon receipt of an invoice and showing of indebtedness to "SERVICE PROVIDER".

**Plan Credits and Minutes.** "SERVICE PROVIDER" offers several different plans for its products and Services. Some of the plans provide for a fixed number of monthly credits ("Monthly Credits"). If You exceed Your Monthly Credits during the course of a Service month, You may purchase additional credits ("Additional Credits" and collectively with the Monthly Credits, "Plan Credits") as needed. "SERVICE PROVIDER" may also provide You certain bonus credit minutes and/or other promotional incentives (e.g., "tell-a-friend" credits) upon fulfillment of the applicable promotion requirements. All of the Plan Credits are quoted in terms of domestic minute usage, and may be referred to on the Website or by a "SERVICE PROVIDER" Customer service representative as "minutes". As explained below, International Calling may be charged at a different rate than domestic calling, and a Plan Credit "minute" therefore will not entitle You to a minute of international calling.

**Metered Calling Plans.** "SERVICE PROVIDER" offers several monthly metered plans for some of its products and Services. Each metered calling plan provides You with a toll-free or local telephone number and a fixed number of Plan Credits each month for a monthly fee, excluding taxes, surcharges, and fees. When You exhaust Your initial paid allotment of Plan Credits for Your metered plan, unless You advise us otherwise in writing, we will automatically purchase the minimum package for additional minutes for Your plan on Your behalf (and Your Account will be charged accordingly). Additional minute usage will be debited at the applicable per minute rate(s) for Your metered plan. However, in some limited instances, calls placed under a metered plan may not be counted against Your monthly allotment (e.g., calls made via a local phone number to leave or check voicemail or configure a system and calls answered on the "SERVICE PROVIDER" softphone). Please check the details of Your metered plan to determine which calls (if any) are not counted against Your monthly minute allotment. For international calling, international rates will apply.

**Unlimited Plan.** "SERVICE PROVIDER" offers unlimited monthly plans for some of its products and Services. If an unlimited plan provides You with a local or toll-free telephone number, it is subject to the terms and restrictions of the Use Policy set forth above and other restrictions described in this Agreement. If, for any reason, "SERVICE PROVIDER" believes that You are using the unlimited plan for a prohibited purpose and/or Your call usage violates the Use Policy, then "SERVICE PROVIDER" may, in its sole discretion with or without notice, either terminate Your unlimited plan or immediately convert Your unlimited plan to a metered plan, as set forth above.

**International Calling.** Because Plan Credits are quoted for domestic minute usage, additional rates for international calling. "SERVICE PROVIDER"'s current international rates are available upon Customer Request. In addition, You may be charged any applicable Taxes and Fees associated with international calls.

**Fraudulent Activity or Erroneous Charges.** In the event of suspected fraudulent activity or erroneous charges on Your Account, You agree to contact "SERVICE PROVIDER" as soon as possible. In many cases, "SERVICE PROVIDER" can mitigate or correct fraudulent activity or erroneous charges without bank or credit card company intervention. If You suspect fraudulent activity or erroneous charges on Your "SERVICE PROVIDER" Account, please contact "SERVICE PROVIDER" customer support at 719-433-7723. When You contact customer support, please have the following information available: (a) Your name, contact information, "SERVICE PROVIDER" Account telephone number in question, and security verification information; (b) the date that the Account in question was created; (c) the credit card account number and/or payment method used to open the Account; and (d) the total amount charged to the Account. If You do not contact "SERVICE PROVIDER" within thirty (30) days after the suspected fraudulent activity or erroneous charges appear on Your Account, You waive Your rights to object to or challenge such activity or charges. Furthermore, if You request that Your bank or credit card company perform a chargeback without first contacting "SERVICE PROVIDER", and "SERVICE PROVIDER" subsequently determines that the charges at issue are not erroneous, "SERVICE PROVIDER" reserves the right to terminate Your Account immediately and take any available legal action. Notwithstanding the above, You are solely liable for any transactions or activities by You or anyone else that occur on Your Account, and in no event shall "SERVICE PROVIDER" be liable for any unauthorized use of Your Account.

## Billing and Payment

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Any applicable initiation charges, usage, monthly recurring charges, support charges, and other fees are billed in full in advance. Termination, international calling, equipment return fees and transfer charges, if any, are billed in arrears. Upon termination of Your Account for any reason, all unused Plan Credits, and international calling credits shall expire in their entirety on the termination date. No refund, transfer or proration shall be made of any unused Plan Credits, Additional Credits, Promotional Credits, or international calling credits or of any remaining periods/months on any Service plan.

When You subscribe to Services, You will provide us with a payment method, such as a valid credit card (including proper billing information), and, if applicable, authorize us to collect from Your payment method. Any authorization will remain valid until sixty (60) days after You terminate our authority to charge Your payment method. Upon termination, we will charge You any fees and any other outstanding charges and disconnect Your service. You agree to advise and notify us of any changes to Your payment method, such as credit card account number or expiration date changes. If the credit card or other payment method on Your Account is declined or fails for any reason, "SERVICE PROVIDER" will use reasonable efforts to contact You and advise You of the failed billing attempts. Notwithstanding the foregoing, "SERVICE PROVIDER" reserves the right to disconnect Your Service and terminate Your Account if Your credit card on file is declined or fails for any reason, and "SERVICE PROVIDER" reserves the right to continue to attempt charging Your credit card or payment method for any outstanding Service charges and additional fees and pursue any other legal remedies available to "SERVICE PROVIDER".

Time is of the essence for payment. Therefore, You agree to pay us interest at the lesser rate of (a) 18% per annum or (b) the highest rate allowed by law for any amounts unpaid as of the due date. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of "SERVICE PROVIDER"'s rights to collect the full amount due. We may assess an additional fee of the lesser of (a) fifty dollars (\$50) or (b) the highest amount allowed by law for any credit card chargeback or check returned for nonpayment.

Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorate the charges to Your Account.

You must dispute any charges for the Services in writing to "SERVICE PROVIDER" within thirty (30) days of the date of the charge by "SERVICE PROVIDER". If You fail to provide a written statement explaining in reasonable detail Your reasons for disputing the charge within such time period, You hereby irrevocably waive any objection and further recourse with regard to such charges. Written statements disputing charges must be sent to [billing@technowledge.com](mailto:billing@technowledge.com)

## Equipment Return Policy

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You are responsible for all return shipping charges for any hardware returned to "SERVICE PROVIDER" for any reason, including situations in which hardware is covered under warranty. If You have purchased any hardware from us or we have otherwise provided You with any hardware and Your Account is terminated for any reason after the end of any free-trial period and prior to the end of Your first year of service, You hereby authorize us to immediately bill your credit card and or payment method on file the appropriate equipment return fees, as set forth below.

If You cancel Your "SERVICE PROVIDER" Service within thirty (30) days from the date of purchase of the hardware, You may (a) keep the hardware and pay the list price minus the actual price paid for the hardware, excluding taxes, or (b) return Your hardware and receive a full refund. No returns are accepted after thirty (30) days from the date of purchase of the hardware. In addition, the following terms and charges apply to hardware returns:

### **You agree to pay all shipping and handling charges related to any hardware returns.**

All hardware must be fully functional, include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the hardware. At our discretion, we may decline Your return or charge You an additional fee of fifty dollars (\$50) for each missing item or for each item that we determine is damaged or not in good working condition.

Before returning any hardware that has data in its memory, please transfer all files You wish to retain to another file source. Once the hardware is returned, Your files cannot be recovered and You release us of any liability for any lost, damaged, or destroyed files, data, or other information.

## Account Ownership

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The Account owner shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with "SERVICE PROVIDER". If no legal entity is provided upon sign-up, the Account owner shall be the owner of the credit card or payment method used to open the Account. Subsequent changes to ownership must be supported by appropriate legal documentation. "SERVICE PROVIDER" shall not adjudicate ownership-related disputes, or any other internal business dispute. If "SERVICE PROVIDER" is unable to determine the valid owner of the Account, "SERVICE PROVIDER" reserves the right to suspend or terminate the Account and Services.

## Number Porting and Availability

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“SERVICE PROVIDER” will use reasonable efforts to facilitate number transfers or port requests for You, provided that You comply with the necessary and specific procedures for porting between service providers.

You acknowledge and understand that number porting depends on the cooperation of third parties outside of “SERVICE PROVIDER”’s control. Accordingly, You agree that “SERVICE PROVIDER” will not be liable for the failure or delay of any third party to cooperate in the porting of any telephone number, or for the allegedly unauthorized porting of any telephone number by a third party.

“SERVICE PROVIDER” works with third party carrier(s) who, on “SERVICE PROVIDER”’s behalf, port telephone numbers in accordance with applicable Regulatory Rules and Industry Guidelines. “SERVICE PROVIDER”’s third-party carrier(s) require very specific and detailed information and requirements when completing a port request. Please be informed that You will be required to provide such detailed and specific information to complete a port request. You understand that porting Your number out of Your Account does not automatically terminate Your “SERVICE PROVIDER” Account.

Number porting is defined and regulated by the Federal Communications Commission (FCC). Visit <https://www.fcc.gov/cgb/NumberPortability/> to learn more about number porting.

“SERVICE PROVIDER” cannot guarantee requested telephone numbers will be available, that Your existing provider will port Your number, or that circumstances beyond “SERVICE PROVIDER”’s control will not prevent or delay a successful port of Your number for the Services. You should not order any printed material, such as business cards or stationery, showing a telephone number, or issue any press releases or otherwise publicize any telephone number until that telephone number becomes active on Your Account. “SERVICE PROVIDER” shall not be liable for reimbursement for press releases, business cards, and/or stationery under any conditions.

You understand and agree that “SERVICE PROVIDER” may from time to time need to change the telephone or facsimile number assigned to You (due to an area code split or for any other reason). “SERVICE PROVIDER” shall not be liable for any damages (including consequential, special damages or other damages) to You in the event that it needs to assign You a new telephone or facsimile number.

## Storage of User Information

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“SERVICE PROVIDER” is not obligated to store Your communications logs, voicemails, faxes, e-mails, or other messages and does so only as a convenience to You. You agree that “SERVICE PROVIDER” has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained or transmitted by the Services. You acknowledge and agree that “SERVICE PROVIDER” may establish limits as to the size of communications that “SERVICE PROVIDER” transmits or stores and the duration for which “SERVICE PROVIDER” stores any communications.

## Recording Conversations

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Certain “SERVICE PROVIDER” Services provide a function that allows You to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, You are required to obtain consent from all parties to a record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. “SERVICE PROVIDER” expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify “SERVICE PROVIDER” from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services.

## Voice-to-Text and Text-to-Voice Limitations

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Certain “SERVICE PROVIDER” Services may provide a function that allows voicemails to be converted to text and vice versa. You understand and agree that “SERVICE PROVIDER”’s voice-to-text (“VTT”) and text-to-voice (“TTV”) features may not accurately transcribe voicemails or articulate text messages, respectively. You are solely responsible for checking the original message and verifying the accuracy of the message when using any and all VTT or TTV features. “SERVICE PROVIDER” expressly disclaims all liability with respect to the conversion of voicemails to text or vice versa. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify “SERVICE PROVIDER” from and against any damages or liabilities of any kind related to Your use of VTT or TTV features when using the Services.

## Support and Feedback

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“SERVICE PROVIDER” provides customer and technical support to You via telephone and e-mail for the Services. “SERVICE PROVIDER” will use reasonable efforts to troubleshoot and resolve issues reported by You but does not make any representations or guarantees that “SERVICE PROVIDER” will be able to fully resolve any such issues. Except as provided in this section, “SERVICE PROVIDER” has no obligation to provide additional customer support, technical support, or to provide solutions (e.g., bug fixes to software) to any issues that may arise in Your particular use of the Services. From time to time, “SERVICE PROVIDER” may send You surveys, comment cards, customer satisfaction forms, or other requests to provide feedback. You hereby grant “SERVICE PROVIDER”, its licensors, and suppliers a perpetual, unlimited, worldwide fully-paid up, royalty free license to use all feedback, answers, ideas, comments, or other information You provide to “SERVICE PROVIDER”.

## Service Changes

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You understand and agree that “SERVICE PROVIDER” may make upgrades or changes to the Services which will not materially diminish the functionality of the Services without prior notice to You. In the event that a change to the Services would, in “SERVICE PROVIDER”'s reasonable discretion and judgment, permanently and materially diminish or impair the functionality of the Services (a “Change”), “SERVICE PROVIDER” shall provide You with written notice of such Change at least thirty (30) days prior to the date the Change will take effect. If the Change is unacceptable to You, You may request to terminate the Services by calling “SERVICE PROVIDER” at 719-433-7722. Any use of the Services after the effective date of Change will be deemed Your acceptance of the Change. Furthermore any upgrade(s), change(s), troubleshooting, to software or hardware or collection of equipment that require an onsite dispatch or remote support will be a billable event that will be charged at the current hourly rate, unless a service agreement/contract is established by the “SERVICE PROVIDER” and the end user(s).

## Additional Terms for “SERVICE PROVIDER” VoIP Service

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“SERVICE PROVIDER” Office plans include one or more Voice over Internet Protocol (“VoIP”) lines included in Your bundled Services, and for other plans, “SERVICE PROVIDER” offers options to add one or more VoIP lines to Your Services. In either case, Services for the VoIP line(s) will be referred to as “VoIP Service”, for which the following additional terms shall apply:

**Grant of Rights.** “SERVICE PROVIDER” grants You a non-exclusive, non-transferable, revocable license, and right to use each VoIP line exclusively with one user under Your Account, subject to all the other terms of this Agreement. Accordingly, if You want to allow multiple users to use the VoIP Service, You will need to purchase at least one VoIP line for each user.

**Charges and Plan Credits.** “SERVICE PROVIDER” offers several different plan options for VoIP Service. You may change Your VoIP Service plan at any time; however, a one-time processing fee of thirty dollars (\$30) may apply when “downgrading” an existing plan to a plan with lower monthly fees (e.g., a plan with fewer minutes and/or features). In addition, certain plans may entitle You to receive discounts on equipment used in connection with “SERVICE PROVIDER” VoIP Service. If You receive any equipment discounts associated with a VoIP Service plan and subsequently change that plan to one that does not offer those equipment discounts, You agree to reimburse “SERVICE PROVIDER”, and hereby authorize “SERVICE PROVIDER” to charge Your credit card or payment method on file, for such equipment discounts.

## Equipment

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To use the VoIP Service, You may need to purchase phones, headsets, or other equipment (collectively, “Equipment”). All Equipment shipments are F.O.B. “SERVICE PROVIDER”'s shipping distributor facility. “SERVICE PROVIDER”'s liability for delivery shall cease, and title to such Equipment (if applicable) and all risk of loss or damage shall pass to You upon delivery to the shipping carrier. All equipment obtained from “SERVICE PROVIDER” in connection with VoIP Service is subject to the Equipment Return Policy above. You understand and acknowledge that if You purchase an annual service plan and You cancel the Services plan prior to the end of Your initial term, cancellation or termination fees, or phone, hardware, and other equipment fees may apply in accordance with the terms and conditions of Your plan. You hereby authorize “SERVICE PROVIDER” to charge Your credit card, or payment method and You hereby agree to be liable for any and all such fees, costs, and charges.

## VoIP 911 Service

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YOU UNDERSTAND THAT 911 SERVICE IS ONLY PROVIDED BY “SERVICE PROVIDER” IP DESK PHONES AND THE “SERVICE PROVIDER” CALL CONTROLLER OR SOFTPHONE ON VoIP SERVICES, AND THE OTHER “SERVICE PROVIDER” SOFTWARE APPLICATIONS AND SERVICES DO NOT PROVIDE 911 SERVICE.

“SERVICE PROVIDER” VoIP 911 Service (“VoIP 911 Service”) operates differently than traditional 911 service. We are required by the FCC to advise you of the circumstances under which 911 may not be available or may be in some way limited by comparison to traditional 911 service. Such circumstances include:

**Internet Connection Failure.** If the connection to the wired broadband Internet over which Your “SERVICE PROVIDER” VoIP Service is provided is interrupted, You would not have access to “SERVICE PROVIDER” VoIP Service during that interruption and therefore will not have access to VoIP 911 service during that interruption.

**Number Flexibility & Service Portability.** Traditional 911 service automatically sends Your 911 call to the appropriate local emergency responder, or Public Safety Answering Point (“PSAP”), based on Your telephone number. Traditional Enhanced 911 service (also known as E911) automatically sends Your 911 call to the appropriate PSAP along with Your registered address and telephone number. Because the “SERVICE PROVIDER” VoIP Service permits You to obtain a telephone number that does not correspond to Your geographic location (for example, You may obtain a “SERVICE PROVIDER” VoIP telephone number with a California area code even if You do not have a California address) and allows You to use “SERVICE PROVIDER” VoIP Service anywhere You have wired broadband Internet, the VoIP 911 Service functions differently than traditional 911 service in certain respects:

- Because Your address does not necessarily correspond with Your telephone number, You must provide “SERVICE PROVIDER” with the street address(es) where You will be using “SERVICE PROVIDER” VoIP Service (“Registered Location(s)”) when You sign up for service.
- If You relocate any equipment (PC with softphone, IP phone, or ATA with traditional phone) that You use to access the VoIP Service, You must update Your Registered Location(s). If You do not update your Registered Location(s), any 911 calls You make using the VoIP Service will be routed based on Your previously provided Registered Location and therefore may not be routed to the appropriate PSAP for Your new location.
- In addition, because the VoIP Service will, where possible, automatically transmit Your Registered Location to the PSAP, You must update Your Registered Location to ensure that the VoIP Service transmits accurate location information to the PSAP.
- Once You notify us of a change in Your Registered Location, there may be a delay in making the new Registered Location available to properly route 911 calls and advise PSAPs of Your new Registered Location.

In some parts of the country where direct routing to PSAPs is not available for VoIP 911 Service, the Service will route Your call to the National Emergency Call Center where trained agents will ask for the name, location, and telephone number of the person calling 911 and will contact the appropriate PSAP to send help. The call center will not automatically receive Your address and telephone number. In these situations, public safety response times may be delayed. As a result, there may be an additional delay before emergency services arrive.

**Loss of Electrical Power.** Unless You have a backup system to power Your wired broadband Internet connection and any equipment (PC with softphone, IP phone, ATA with traditional phone) that You use to access Your VoIP Service, You will not have phone service or 911 service during any power outage.

**Registration of Physical Locations Required.** As discussed above, You must register the Registered Location where You will be using VoIP service for each VoIP phone line You use from “SERVICE PROVIDER” (e.g., if You purchase “SERVICE PROVIDER” Office with three VoIP lines, You must provide a Registered Location for each of the three VoIP lines). “SERVICE PROVIDER” will obtain Your Registered Location as part of the service initiation process and will not provide VoIP Service until you have provided Your initial Registered Location. However, You must update Your Registered Location when You use Your VoIP Service from a new location. Regardless of what address You register, in some circumstances, such as unavailability of direct routing to PSAPs or the use of portable devices to access the VoIP Service, emergency calls will be routed to the National Emergency Call Center.

You agree to provide true, accurate, current, and complete Registered Location information to “SERVICE PROVIDER” as part of the service initiation process and to update as soon as possible Your Registered Location with true, accurate, current, and complete information whenever You use Your VoIP Service from a new location. If You provide Registered Location information that is, or that “SERVICE PROVIDER” suspects to be, false, inaccurate, not current, or incomplete, “SERVICE PROVIDER” has the right to suspend or terminate the Services and refuse any and all current or future use of all Services, or any portion.

You may update Your Registered Location by logging on to Your Account settings page or calling customer support at 719-433-7722. For purposes of 911 Dialing, You may only register one Registered Location for each VoIP line.

**Notify All Users of 911 Limitations.** You should inform all business colleagues, household residents, guests, and other persons who may be present at the physical location where You utilize the VoIP Service that 911 may not be available or may be in some way limited in comparison to traditional 911 service. “SERVICE PROVIDER” will not provide VoIP subscribers warning that “E911 Service May Be Limited or Not Available” for use with any VoIP equipment. There for it is the responsibility of the Customer to inform all business colleagues, household residents, guests, and other persons who may be present at the physical location where You utilize the VoIP Service that 911 may not be available or may be in some way limited in comparison to traditional 911 service.

**Disclaimer of 911 Liability.** "SERVICE PROVIDER" disclaims all responsibility for the conduct of PSAPs, the National Emergency Call Center, and all other third parties involved in the provision of emergency response services. "SERVICE PROVIDER" does not have any control over PSAPs, the National Emergency Call Center, or other third parties and is therefore not responsible for whether they answer 911 calls made using the VoIP service, how they answer these calls, or how they handle or respond to these calls. "SERVICE PROVIDER" relies on third parties to assist it in the provision of 911 service and disclaims any and all liability for acts or omissions by third parties in the provision of "SERVICE PROVIDER"'s 911 service.

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## Operator Assisted Calling, 311, 511, and other X11 Calling

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The VoIP Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The VoIP Service may not support 311, 411, 511, and/or other X11 calling (other than 911 and 711 as specified in this Agreement) in one or more service areas.

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## 711 Calling

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The VoIP Service allows You to dial 711 to reach Telecommunications Relay Services ("TRS"). TRS enables persons with hearing or speech disabilities to access the public telephone system and communicate with voice telephone users through a communications assistant at a TRS relay center. Because the VoIP Service allows You to use a phone number that may not reflect Your geographic location, 711 calls made using the VoIP Service may not be routed to the appropriate TRS center for Your geographic location.

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## Additional Terms for Directory Listing Service

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"SERVICE PROVIDER" offers a directory assistance listing Service ("Directory Assistance Listing") associated with Your assigned toll free and/or local number Account, for which the following additional terms shall apply. By subscribing to Directory Assistance Listing, "SERVICE PROVIDER" will share certain information about Your Account with third-parties as reasonably necessary to provide phone directory assistance ("Listing Information"). This information may include, without limitation, Your company name, address, and phone numbers. This information will be published in, and made publicly-available through, third-party directory assistance listing services, to be selected by "SERVICE PROVIDER" or third-party service providers in their sole discretion. You hereby permit and grant "SERVICE PROVIDER" a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up license to use and disclose Your Account information for these purposes. You further acknowledge that by subscribing to Directory Assistance Listing, Your Listing Information may enter the public domain and that "SERVICE PROVIDER" cannot control third parties' use of such information obtained through Directory Assistance Listing. You represent and warrant that the information provided in Your Account, including without limitation Your company name and address, are true and accurate, and shall remain true and accurate (whether by updating such information or otherwise), at all times that You use the Services.

You may opt out of Directory Assistance Listing at any time. You acknowledge, however, that "SERVICE PROVIDER" may not be able to have Your Listing Information removed from some or all third-party directory assistance listing services that have already received Your information. This also includes but is not limited to any previous listing that might or might not be established prior to "SERVICE PROVIDER" involvement with the Customer. You agree that "SERVICE PROVIDER" is under no obligation to have Your Listing Information removed from any third-party directory assistance listing service already in receipt of such information.

"SERVICE PROVIDER" bears no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Your telephone number; materials sent to You; inaccuracies, errors, or omissions with Listing Information; or any other use of such information. For the avoidance of doubt, "SERVICE PROVIDER" shall not be liable to You for any use by third parties of Your Listing Information obtained through Directory Assistance Listing, including without limitation the use of such information after You have opted out of Directory Assistance Listing.

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## Publicity Rights

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You agree that "SERVICE PROVIDER" may identify You as a user of the Services in its business deals; press releases; marketing materials; electronic, printed, and broadcast advertising; newsletters; mailings; tradeshows; other promotional materials; on "SERVICE PROVIDER"'s website; or any other third-party website where "SERVICE PROVIDER" or its designated agents may promote the Services. You hereby grant "SERVICE PROVIDER" and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display Your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

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## Non-disparagement

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You agree not to directly or indirectly through a third party engage in any conduct or make any communication (public or private) that disparages "SERVICE PROVIDER" or the Applications or Services in any way. Such communications include, but are not limited to, publishing, posting, printing, disseminating, or otherwise making such disparaging statements on or through the Internet, in any blog, or through any other form of social media. You further agree not to solicit or encourage, directly or indirectly, any such statements, comments, or communications by any third-party. In accordance with the termination provisions below, "SERVICE PROVIDER" may terminate Your access to the Applications or Services if You breach the requirements of this section.



## Copyright Infringement

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Materials may be made available via the Service by third parties not within our control. We are under no obligation to, and do not, review content transmitted, sent, or received using the Applications or Services for purposes of determining copyright infringement. However, "SERVICE PROVIDER" reserves the right to terminate access to its Applications or Services if a user infringes on others' copyrights, and will, in appropriate circumstances, terminate access to the Applications or Services if "SERVICE PROVIDER" determines that a user is a repeat infringer.

Pursuant to Title 17, Section 512 of the United States Code, all claims of copyright infringement for any material You believe to reside on "SERVICE PROVIDER"'s Applications or Services should be provided in writing to "SERVICE PROVIDER"'s Legal Department at "SERVICE PROVIDER"'s current address as posted on "SERVICE PROVIDER"'s Website, available Technology.com

## Export Restrictions

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You represent and warrant that (a) You are not located in (and will not use the Services or Applications in) a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) You are not listed on any U.S. Government list of prohibited or restricted parties relating to exports. You also acknowledge that the Applications and Services may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to "SERVICE PROVIDER" as well as end-users end-use, and destination restrictions imposed by U.S. and foreign governments.

## Indemnification

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To the maximum extent permitted by applicable law, You shall indemnify and hold harmless, individually and collectively, "SERVICE PROVIDER", its affiliates, agents, resellers, and other providers who furnish goods and services to You in connection with the Services, and their officers, directors, managers, employees, and shareholders (the "Indemnified Parties") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable attorneys' fees and dispute resolution expenses) arising from or related to (1) the use of or reliance upon the Applications or Services by You or any third party acting upon Your permission, knowledge, authority or direction, (2) a breach of this Agreement by You, (3) any negligent acts, omissions to act or willful misconduct by You or any third party acting with Your permission, knowledge, authority or direction, (4) the inability to use the Applications or Services or failure or outage of the Applications or Services for any reason, including but not limited to those related to calling, "911" or other emergency responders, (5) the use of the Applications or Services in connection with a violation of any applicable law, code, regulation, or ordinance, and/or (6) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, intellectual property rights (including patent, trademark, copyright, and trade secret rights), rights of privacy, and rights of publicity and personality.

## Term

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Your license to the Applications and Services is provided for a term specified in Your Services contract and or Agreement, (the "Term"). The initial Term begins on the date that you sign up for the Services (the "Date of Purchase").

Following the termination of the initial Term, the plan shall transition to an annual renewal basis. Such year-to-year plans may experience a price augmentation between 10% to 45%, if deemed necessary, to enable the "SERVICE PROVIDER" to mitigate unforeseen expenditures including, but not confined to, inflation, vendor service accessibility, product availability, and "SERVICE PROVIDER" profit margins. This pricing structure will undergo a review on an annual basis and will be adjusted as deemed appropriate for year-to-year products, agreements, contracts, and services delivered.

For avoidance of doubt, the provisions of this Agreement relating to intellectual property ownership, customer representations, confidentiality, use policies and restrictions, equipment, number porting and availability, storage of user information, customer feedback, publicity rights, non-disparagement, additional software licenses, indemnification, force majeure, warranty disclaimers, limitations of liability, notices, assignment, future changes, interpretation, dispute resolution and arbitration, and choice of law shall survive termination or expiration of this Agreement for the maximum term allowable by law.

## Termination

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Monthly Plan Customers. For monthly plan customers, You may cancel or terminate Your use of the Services with or without cause at any time by calling customer service at 719-433-7722, subject to the restrictions and fees provided in this Agreement and outlined in the Master Services Agreement, "MSA", Your Services contract, and any additional agreements governing the Services.

Annual Plan Customers. For annual plan customers, You are purchasing the Service for the full length of the applicable Term. You have thirty (30) days from the Date of Purchase for a prorated refund in accordance with Your Services Contract. After thirty (30) days, if You terminate the Services prior to the end of Your Term, You are responsible for all charges for any remaining time left on the Term as if You remained a customer through the end of the then-current Term, including, without limitation, outstanding charges, unbilled charges, taxes, and fees, including any applicable disconnection fee. In addition, You will not be entitled to a refund for any unused portion of prepaid Term charges.

Generally, You understand and agree that "SERVICE PROVIDER" may at any time, and without additional notice to You, terminate, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Application or Services if:

- "SERVICE PROVIDER" determines that You have materially breached this Agreement.
- "SERVICE PROVIDER" determines that You have created or caused to be created multiple free accounts.
- "SERVICE PROVIDER" determines that You have used a fraudulent credit card to pay for Service charges on Your Account.
- "SERVICE PROVIDER" determines that You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives.
- You have failed to respond to "SERVICE PROVIDER"'s calls or email attempts to contact You about Your Account.
- "SERVICE PROVIDER" determines that You did not or will not reasonably comply or cooperate with any applicable law or regulation.
- "SERVICE PROVIDER" is ordered by law enforcement or other government agencies to suspend or terminate Service to Your Account.
- You bring any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against "SERVICE PROVIDER", or participate in any class action lawsuit against "SERVICE PROVIDER".
- You make any disparaging statement (whether written, oral, electronic, or otherwise) against "SERVICE PROVIDER", its Services, or its employees, contractors, agents, investors, affiliates, or other representatives.
- "SERVICE PROVIDER" determines that such action is necessary to protect, maintain, or improve the Services; to prevent fraud or misrepresentation by affirmative acts and/or omissions; to protect "SERVICE PROVIDER", its customers, or other third parties affiliated with "SERVICE PROVIDER"; or for any other good cause.
- Upon any termination or suspension of Your Account, "SERVICE PROVIDER" may immediately deactivate or delete Your Account and all related information and files in Your Account and/or restrict any further access to such files, information, or the Applications or Services.
- "SERVICE PROVIDER" shall not be liable to You or any third party for any reason for terminating or suspending Your use or access to the Applications or Services.
- If You or "SERVICE PROVIDER" terminate or suspend Your right to use the Services, You shall not be entitled to any refund or pro ration of any pre-paid amounts, Plan Credits, international calling credits, or other amounts paid to "SERVICE PROVIDER" prior to the termination or suspension date.

## Force Majeure

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"SERVICE PROVIDER" shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, fiber cuts, actions or inactions of third party providers or suppliers, riots, sabotage, war, government requirements, or other events that are beyond "SERVICE PROVIDER"'s reasonable control.

## Warranty Disclaimer

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THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND "SERVICE PROVIDER" MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. "SERVICE PROVIDER" MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES SHALL BE BORNE SOLELY BY YOU.

"SERVICE PROVIDER" MAKES NO WARRANTY ON UP-TIME, RESPONSE TIMES, LATENCY, MEAN-TIME BETWEEN FAILURES, QUALITY OF SERVICE, AND/OR QUALITY OF VOICE OR FAX COMMUNICATIONS. "SERVICE PROVIDER" EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES ARE APPROPRIATE FOR HIGH-RISK OR OTHER ACTIVITIES WHERE FAILURE OF THE SERVICE COULD RESULT IN SERIOUS HARM TO PERSONS OR PROPERTY.

"SERVICE PROVIDER" MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. "SERVICE PROVIDER" IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL. "SERVICE PROVIDER" IS NOT RESPONSIBLE FOR THE CONTENT OR FUNCTIONALITY OF ANY THIRD PARTY NETWORK USED IN CONNECTION WITH THE SERVICES.

"SERVICE PROVIDER" DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT YOUR SOLE RISK AND DISCRETION AND "SERVICE PROVIDER" WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM "SERVICE PROVIDER", ITS EMPLOYEES, RESELLERS, PARTNERS, OR AFFILIATES OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

ALTHOUGH EVERY EFFORT IS MADE TO ENSURE THAT VOICEMAILS AND FAX TRANSMISSIONS ARE SECURE, "SERVICE PROVIDER" MAKES NO GUARANTEES OF SECURITY. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT "SERVICE PROVIDER" CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

## Limitation of Liability

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IN NO EVENT SHALL "SERVICE PROVIDER" BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF "SERVICE PROVIDER" HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY "SERVICE PROVIDER". "SERVICE PROVIDER"'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE MONTHLY FEES "SERVICE PROVIDER" CHARGED YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

## Notices

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Notices directed to you shall become effective on the date they are dispatched to your registered email address or, at the discretion of "SERVICE PROVIDER", seven (7) days subsequent to the date they are deposited in regular United States Mail, with postage prepaid, and addressed to the current address listed on your Account. It is your responsibility to inform "SERVICE PROVIDER" of any alterations in your contact information or address either via your Account settings page or by reaching out to customer service at 719-433-7723.

Written notices to "SERVICE PROVIDER" shall be deemed effective upon receipt by "SERVICE PROVIDER"'s Legal Department at the prevailing address as displayed on "SERVICE PROVIDER"'s Website, accessible at [www.Technowledge.com](http://www.Technowledge.com). Your notice must delineate your name, Account details, and any requisite security verification. All correspondences from you to "SERVICE PROVIDER" must be rendered in writing.

"SERVICE PROVIDER" reserves the right to seek additional information concerning any written notices submitted to "SERVICE PROVIDER" to ascertain the authenticity of the notice.

## Assignment

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"SERVICE PROVIDER" may assign this Agreement and any of its rights and obligations hereunder at any time. You may not transfer or assign this Agreement or any of Your rights or obligations under this Agreement. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

## Future Changes to this Agreement

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We may change the terms of this Agreement from time to time upon delivery of electronic or written notices to You. "SERVICE PROVIDER" generally provides written notice of changes to Your account, including this Agreement and any other legal agreements, via email, electronic notice on the "SERVICE PROVIDER" Website or Your Account Page, or on Your billing statements. You agree to carefully read and review each such e-mail notice, electronic notice, and billing statement from "SERVICE PROVIDER" fully regarding any such notices of changes to Your Account.

The modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of this Agreement. You agree that you are solely responsible for (a) making sure that Your registered email account is current and functional, (b) checking Your registered email account on a routine basis, (c) checking the "SERVICE PROVIDER" Website and Your Account page on a routine basis, and (d) making sure that "SERVICE PROVIDER" communications are not blocked or rendered undeliverable by You, Your computer, any software installed on Your computer, Your Internet service provider, or for any other reason.

## Interpretation of this Agreement

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This Agreement, including the documents incorporated herein, constitutes the entire agreement between You and "SERVICE PROVIDER" with respect to the Applications and Services and supersedes all prior or contemporaneous understandings regarding such subject matter.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

The failure of "SERVICE PROVIDER" to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or any other provision.

Nothing in this Agreement shall be deemed or construed to constitute or create employment, partnership, association, joint venture, agency, or fiduciary relationship between the parties hereto. You agree and acknowledge that any breach of the provisions regarding intellectual property ownership contained in this Agreement shall cause "SERVICE PROVIDER" irreparable harm and "SERVICE PROVIDER" may obtain injunctive relief and seek all other remedies available in law and in equity.

## The section titles in this Agreement are for convenience only and have no legal or contractual effect.

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This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (1) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (2) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (3) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

Under California Civil Code Section 1789.3, California users of the Service receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N Street, #501, Sacramento, California 95814, or by telephone at 916-445-1254.

## Dispute Resolution and Optional Arbitration

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In the event of any dispute, claim, question, or disagreement between You and "SERVICE PROVIDER" ("Dispute"), You and "SERVICE PROVIDER" shall first use reasonable best efforts to settle the dispute, claim, question, or disagreement. To this end, You and an authorized member of "SERVICE PROVIDER"'s legal department (or other representative of "SERVICE PROVIDER" designated by the legal department) shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Neither You nor "SERVICE PROVIDER" shall file or pursue any Disputes in any court, administrative, arbitral, or other adjudicative body prior to engaging in such consultations and negotiations.

You agree that any Disputes shall be adjudicated in the state and federal courts of the State of COLORADO, U.S.A. Venue for any Disputes shall be the COLORADO for state court cases, and the United States District Court of the COLORADO for federal court cases. You agree to submit to the exclusive jurisdiction of such courts with respect to any Disputes and agree not to bring any Disputes in any other court or adjudicative body. You hereby consent to venue and personal jurisdiction in such courts with respect to such Disputes and irrevocably waive any right that You may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

Notwithstanding the adjudication requirement above, for any Disputes involving ten thousand dollars (\$10,000) or less, either party may choose to resolve such Dispute through binding, non-appearance-based arbitration (i.e., arbitration conducted online, through written filings, and/or via teleconference). Such arbitration shall be conducted through an established alternative dispute resolution provider mutually agreed upon by the parties, and any judgment rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision shall be final and legally binding.

In the event of any litigation (including arbitration) between You and "SERVICE PROVIDER", the non-prevailing party shall reimburse the prevailing party for all reasonable and documented attorneys' fees, costs, and expenses relating to the Dispute.

### **Choice of Law**

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This Agreement and Your use of the Applications and Services shall be governed by and construed under the laws of the State of COLORADO and the United States without regard to its conflict of law rules.

### **Customer Understanding and Acknowledgement of Agreement**

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The Customer is bound to this Agreement by either the MSA, (Master Services Agreement), continued payment for product(s) or service(s) rendered or any agreement involving a SOW (Statement Of Work) related to this agreement of VoIP Terms of Use Policy and Agreement.



[www.Technowledge.com](http://www.Technowledge.com)

719-433-7722