

## VoIP – Terms of Service Agreement

### 1.) VoIP

- a. VoIP is an acronym that stands for Voice over Internet Protocol. This service is a best effort service that relies upon the internet, which is out of the control of Direct Communications. Under normal circumstances the service will provide a reliable and good quality communication path; however, the overall reliability of the circuit to always be available cannot be guaranteed. By establishing an account or using the Services of Direct Communications you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy, and other policies. The following terms and conditions shall apply to all customers subscribing to Direct Communications Digital Voice (VoIP) Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy.
- b. In utilizing Direct Communications VoIP Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Direct Communications may modify it from time to time.
- c. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

### 2.) 911 Disclosure

- a. Direct Vois Broadband Phone Service: Service (including 911 calling) will not function during a power outage and may not function during network congestion. Use of 911 service permitted only at a Direct Communications-local phone exchange service address, otherwise 911 calls will not route directly to a 911 operator. Customers should secure an alternative to 911 service.
- b. By signing up for this VOIP service through Direct Communications, you waive all claims resulting from disruption of 911 service or inability to make emergency calls. We do not guarantee 911 service.
- c. VoIP 911 service is different from traditional 911. The Enhanced 911, or E911, service that is available to Direct Communications' customers has the ability to deliver the address, name and phone number of your phone to the Public Service Answering Point (PSAP) in your County.
- d. This information is delivered from a database that requires up to 4 days to update once the new information is provided. If you move your VoIP phone to a different address, updating the E911 database requires additional effort on your part. For each phone line you must register a physical address with Direct Communications.
- e. If you move, or move your VoIP service to a new physical address, it is your responsibility to notify Direct Communications of the new physical address. Please make sure that the physical address on your application is the correct physical address where your phone will most often be used. **DIRECT DIGITAL VOICE E911 SERVICES CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU IF YOU DISABLE, DAMAGE OR MOVE THE MODEM TO A LOCATION OTHER THAN THE SERVICE ADDRESS YOU PROVIDED TO DIRECTCOM WHEN SERVICE WAS INITIATED.**

- f. If you do not provide Direct Communications with the proper address and require the use of emergency services, your E911 calls will appear with your old address information resulting in emergency crews being dispatched to the last registered physical address.
- g. VoIP adapters do not work without power. In the event of a commercial power outage, your phone service will not work.
- h. DIRECT DIGITAL VOICE E911 SERVICES WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED OR DIRECT DIGITAL VOICE HAS BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-PAYMENT. Once your broadband connection and Direct Digital Voice have been restored, you may be required to reset or reconfigure your equipment before you will be able to use Direct Digital Voice service to contact E911 services.
- i. YOU MUST PROVIDE DIRECTCOM WITH YOUR CORRECT SERVICE ADDRESS OR DIRECT DIGITAL VOICE E911 SERVICES CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU. If you notice that the service address information identified in your contract or bill is inaccurate, you can make corrections by calling our Customer Service representatives during regular business hours.
- j. DIRECT DIGITAL VOICE E911 SERVICES CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE.
- k. E911 surcharges will be charged on your monthly statement.
- l. **By entering you initials, you are affirmatively acknowledging that (1) you have read and understood this E911 Disclosure Addendum, (2) you understand that you may not be able to contact emergency services by dialing 9-1-1 using Direct Digital Voice, and (3) you understand that you must inform household users of Direct Digital Voice that they may not be able to contact emergency services by dialing 9-1-1 Direct Digital Voice.**

Customer Initials \_\_\_\_\_

### 3.) Service Distinctions

- a. VoIP service is not a telecommunications service. This service is subject to different regulatory treatment than telecommunications service.
- b. Events beyond our control may affect your service such as power outages, fluctuations in the internet, and outages/issues with upstream backbone providers, etc.
- c. This service does not support 0+ or operator assisted calling, including collect calls, third party billing calls, 900 or calling card calls. Our service may not support x11 services in all calling areas (211, 411, etc).
- d. You acknowledge that our service may not be compatible with all non-voice communications equipment, including, but not limited to home security systems, satellite television systems, fax machines, computer modems, medical equipment, etc.
- e. By signing up for this service through Direct Communications, you waive all claims against interference or disruption of these services and equipment. We do not guarantee the service of modems and faxes over the VoIP system. Some devices work fine communicating with this type of service, while others do not.
- f. Direct Communications is required by law to cooperate with law enforcement and investigative government agencies. When a lawful request is made by a law enforcement or relevant government agency we are required to disclose your name, phone number, credit information and other personal information about your account, use of service, length of service, IP address etc. to the requesting agency.
- g. **International Calling:** Current service plans include calling to the United States and Canada. Call our office for international rates.

- h. **Overage of minutes:** Our standard plan includes “unlimited” calling to the US and Canada. Charges of up to \$0.10 per minute will be applied to any account exceeding reasonable and normal residential usage.
- i. **Excessive usage policies :** We expect our subscribers to use our services in a law-abiding, courteous way, and to be respectful of costs of providing long distance service. "Unlimited" Long Distance calling may have usage limits. Directcom and its wholesale partners reserve the right to deny or cancel service to customers who abuse this service by using far more than typical residential customers, as determined at Directcom' sole discretion. Such prohibited actions include, but are not limited to: using a residential-grade service to conduct continuous commercial calling activities. Directcom may, without limitation, restrict your access to Directcom' network, or immediately suspend or terminate your Service. In the event of termination of your Service, all applicable termination charges will apply. We will contact abusers individually and let them know if they are in violation of our acceptable use policy. We expect that 99% of our customers will never be in violation of any excessive usage policies—normal daily calling by reasonable consumers would not result in the kinds of excessive use in question here.
- j. **Devices:** Direct Communications retains ownership of all VoIP ATA devices and modems. In event of service or contract termination, you will be required to return equipment to your closest Direct Communications retail location.

#### 4.) **Billing**

- a. Electronic billing is done once per month; full payment is due by the last business day of the month. Payments can be mailed to our office or payments can be made on line. Complete payment and account history can be accessed through Direct Communications' online billing system.
- b. We will only give account information to the registered account holder. Please make sure to add a spouse's name to the application if you want them to have access to changing the account in any way.
- c. **Payment Policies and Terms:** Payment by Subscriber shall be due to Direct Communications when the invoice is received. A **late payment fee** shall be assessed on any account not paid by the last business day of the month.
- d. Accounts remaining unpaid for sixty (60) or more days shall be deemed delinquent. Delinquent accounts shall be placed on “accounting hold” and services to the Subscriber shall be suspended until the account is paid in full. For any subscribers' account that has been placed on suspended service, there shall be due a **Fifty Dollar (\$30.00) reconnection charge** to reactivate Subscribers Services after the arrearage has been paid.
- e. In the event any balance is not paid as agreed, the undersigned agrees to pay any applicable collections fees. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees.
- f. **A Twenty Five Dollar (\$25.00) fee will be added to the subscriber account in the event of any bank returned check. In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.**

#### 5.) **Termination**

- a. Subscriber may terminate this Agreement by submitting a request for termination ( U.S. Mail or telephonically) to the addresses listed in this agreement. Requests received prior to close of business shall have a termination date of the next business day.
- b. Without prior notice, Direct Communications may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Direct Communications, in its sole discretion, believes you

have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due.

- c. Direct Communications may provide termination notice to you by US Mail to the address you provided for the Services. Termination by Direct Communications for violation of Direct Communications' Acceptable Use Policy shall be subject to the termination fee as described above.
- 6.) **Additional Fees:** In the event that special construction or networking is needed or requested by the customer, additional technical labor is billed at \$50.00/hr.
- 7.) **Equipment and Scope of Work:**
  - a. Unless purchased, all equipment, modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of Direct Communications. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party.
  - b. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by Direct Communications in obtaining or attempting to obtain possession of any such equipment.
  - c. On expiration or termination of this Agreement, Subscriber will return equipment that is owned by Direct Communications. Customer will be billed retail prices for any/all equipment not returned when service is cancelled by either party.
- 8.) **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

Customer Signature\_\_\_\_\_

Date\_\_\_\_\_

FOR DIRECT COMMUNICATIONS INTERNAL USE

Equipment SN\_\_\_\_\_

MACC address\_\_\_\_\_

Package\_\_\_\_\_

ACCT #\_\_\_\_\_

SO#\_\_\_\_\_

Employee Received\_\_\_\_\_

SO Employee\_\_\_\_\_