



**1. FOREWORD.** These Terms of Service constitute the agreement between UniTel Voice LLC and the user of UniTel Voice's communications services and any related products or services. This agreement governs both our service and any UniTel Voice-approved or UniTel Voice-provided devices used with our service. It applies to all lines on each UniTel Voice account. UniTel Voice LLC is sometimes referred to as "we," "us," "our," or "UniTel Voice" and the user is sometimes referred to as "you," "your," or "user," or "customer".

By subscribing to or using our service, you agree to these Terms of Service. All information linked to these Terms of Service is part of it.

**2. MONEY BACK GUARANTEE.**

A money back guarantee applies if you terminate your service within 30 days from your subscription date. The subscription date is the date you order service or the date we successfully process your payment, whichever is later. It is not the day you receive the equipment you ordered or the first day you use the service.

**2.1 Conditions.**

(a) The 30 day money back guarantee will not be available if customer exceeds their allotted minutes in the selected package. (This may not apply to all customers.)

(b) The 30 day money back guarantee does not apply to any calls outside the contiguous United States and Canada. These calls will be invoiced and must be paid at the metered rate before a refund is issued. If customer fails to pay for these calls, the 30 day money back guarantee will not apply.

**2.2 Right to Revoke.**

We have the right to discontinue or revoke our 30 day money back guarantee at any time, without prior notice.

**3. CUSTOMER SERVICE.**

We offer varying types and levels of customer service depending on a number of factors, including the service you are using and the problems you are experiencing. For more information on our customer service, please review the "Support" section of our web site [www.UniTel Voice.com](http://www.UniTel Voice.com). We assume no obligation to provide support services for any third party products or services, or for problems with our service caused by third party products or services. Unless you have entered into a separate services agreement with us, we may change the customer service options at any time.

**4. EMERGENCY SERVICES - 911 DIALING.**

**4.1 911 Dialing.**

UniTel Voice 911 dialing is different than traditional 911 service.

**4.2 UniTel Voice 911 Disclosure Agreement.**

Outbound dialing does **NOT** support 911 or e911 Emergency Services. Calls made to 911 will not complete. DO NOT Dial 911.

**4.3 911 Dialing from the Mobile Application**

You understand that the UniTel Voice mobile application uses your device's dialer and is not capable of dialing 911. You will NOT be able to call 911 from the UniTel Voice mobile application.

**5. TERM OF SERVICE.**

**5.1 Service Term.**

We provide our service to you indefinitely. Your service term refers to the period of time for which we will bill you periodically in advance (for example, one month or one year). The service term is the term that you selected from the options available when you signed up for our service. Your first service term begins on the subscription date, which is the date you first ordered service or the date we successfully process your payment, whichever is later. It is not the first time you use the service. Your service will continue until canceled by you or by us as provided for herein. Please note that the obligations of this agreement begin on your subscription date and are indefinite.

**5.2 Automatic Renewal.**

Your service term automatically renews for the same term unless you call us to cancel your service before the end of your then current service term. The renewal begins on the day after the last day of your service term.

### **5.3 Other Commitments.**

If a promotion or plan benefit (such as a free month of service, rebate, or other incentive) is provided to you at no charge or at a specified discount based on your keeping UniTel Voice service for a specific length of time, then, unless otherwise specified in the offer you received, the specified period begins on the day that you accept the promotion or benefit. This is generally the date of your order but may be the date your first payment is processed, whichever is later. If you terminate your service before that period of time expires, then you will be subject to a recovery fee equal to the amount of the promotional or plan benefit that was specified on the date that it was provided to you, less the amount, if any, paid for the promotional or plan benefit in connection with your acceptance of same. You remain responsible for all usage charges that are outside of the promotional or plan benefit.

### **5.4 Our right to disconnect.**

We have the right to suspend or discontinue service generally, or to disconnect your service, at any time. In addition, we reserve the right to immediately disconnect your service at any time without notice.

### **5.5 Fees upon disconnection.**

(a) Disconnection by you. If you attempt to disconnect service for one or more of your lines, you will be responsible for all the charges for your current term that are applicable to the disconnected lines(s), including unbilled charges, if applicable, as provided in Section 6.6 below. Cancellation is effective on the date you cancel and paid charges are not subject to refund. If you cancel your service before the end of your billing cycle, there are no pro-rated refunds. Charges for any overages, payphone calls to UniTel Voice toll free numbers, and out-of-plan international calls or any other features and services outside your plan are separately billed and charged to your payment method after cancellation. In addition, if you obtained a product or service from us (e.g., a phone adapter) for which a rebate or benefit was given to you that was conditioned on maintaining your UniTel Voice service, you agree to pay us the applicable recovery fee, unless that device is returned to UniTel Voice as specified in Section 7.2 below.

(b) Disconnection by us without a reason. If we discontinue service generally, or disconnect your service without a stated reason, you will only be responsible for the charges that have accrued through the date of the disconnection, including a pro-rated portion of the final service term charges, and, if applicable, any recovery fees.

(c) Disconnection by us with a reason. If we disconnect your service for any of the reasons listed in section 5.4 above, you will be responsible for all charges through the end of your current service term, including unbilled charges, plus any applicable disconnection and any recovery fees.

(d) All of charges owed at the time of disconnection will be immediately payable. At the time of disconnection, we will immediately charge the credit or debit card you have provided to us for payment, or initiate an electronic funds transfer if that is your payment method, for all amounts due and owing on disconnection. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.

### **5.6 Service Disconnection on Number Transfer or "Port".**

(a) Single line Accounts. You may be able to take, or "port," your current number to another service provider. If you ask your new service provider to port a number from us, we will terminate our service for that number promptly after we receive notification from our competitive local exchange carrier that the porting of your number to your new service provider has been completed successfully. We will terminate our service in this fashion even if you have not independently called us to request disconnection. Once your service is terminated in this manner, you will remain responsible for all charges and fees through the end of the current billing cycle, including any unbilled charges, as well as for any applicable disconnection or recovery fees that may be applicable as provided in Section 5.5 above. If a port is unsuccessful for any reason, then unless you independently call us to request disconnection or unless we determine to disconnect your line as stated in these Terms of Service, your service and your agreement with us will not terminate, you will remain a UniTel Voice customer, and you will continue to be responsible for all charges and fees associated with your UniTel Voice service.

(b) Multiple-line Accounts. If you request your new service provider to port a number from us and you have multiple numbers assigned to your account and/or additional devices such as the Softphone on your account, you are required to inform us, by calling us as specified below in Section 5.7, of your intent to terminate all the services on your account, prior to the successful completion of the requested port or we will select the most appropriate billing plan for any remaining numbers and/or devices on your UniTel Voice account, and you will continue to be responsible for all the charges and fees associated with the remaining services on your UniTel Voice account. Once the port of the requested number is completed, you will remain responsible for all charges and fees through the end of that billing cycle, including any applicable disconnection fees and recovery fees that may apply to the ported number as specified in Section 5.5 above.

### **5.7 Termination of Service.**

In order to terminate your service, you must contact our Customer Care Department, via telephone, at the following toll-free number: 1-855-888-6423. Our Account Management Department is available to assist you Monday-Friday 8:00 a.m. to 5:00 p.m. Central Standard Time. Please

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note that whether or not you qualify for any applicable money back guarantee, simply returning your device to us, without notifying our Customer Care Department that you wish to terminate service and without receiving a return authorization number from us, will not terminate your service and you will remain responsible for all costs and fees associated with your account, including, but not limited to, monthly recurring fees for your service plan and may also disqualify you for an applicable money back guarantee. Your service will not be terminated unless you contact our Customer Care Department as specified above.

## 6. SERVICE

### 6.1 Virtual Office Service

UniTel Voice's service plans and features are only for normal use. If you subscribe to any of UniTel Voice's plans, we provide service and features to you solely for use as a small business user or domestic business traveler. Some UniTel Voice plans allow for the use of additional devices (such as personal computers, mobile phones or other UniTel Voice equipment) as part of that service plan. If you subscribe to a service plan which permits use of more than one device with the same voice line, your usage will be aggregated and assessed in accordance with our Reasonable Use policy. The following uses are not considered small business uses and are not permitted under small business plans: autodialing; continuous or extensive call-forwarding or conferencing; inbound/outbound centralized or distributed call center activity; telemarketing of any kind (including, but not limited to, charitable or political solicitation or polling); fax or voicemail broadcasting; and fax or voicemail blasting. If you subscribe to any plans that support equipment or hardware, you are responsible for supplying, operating, and supporting the standard SIP-based Customer Premise Equipment for use with the service. As the subscriber and operator or administrator of this equipment, you are responsible for maintaining the security of the equipment, including but not limited to the physical and network security elements of your equipment, and any and all charges related thereto.

### 6.2 Contradictory with Normal Use.

If you use the service, any feature and/or any device (including, but not limited to, your personal computer(s), mobile phone(s) or UniTel Voice equipment) in a way that is inconsistent with the normal use for your service, feature or plan, you will be required, at UniTel Voice's sole discretion, to (a) pay the rates for the service, feature or plan that would apply to the way you used the service, feature or device, (b) change to a more appropriate plan or (c) terminate the plan. For example, if your usage is inconsistent with normal use, you may thereafter be required to pay our applicable, higher rates for service for all periods in which your use of our service or the device was inconsistent with normal use. Unlimited voice services are provided primarily for continuous live dialogue between two individuals. Lack of continuous dialogue activity, unusual calling patterns, excessive conferencing or call forwarding, excessive numbers dialed and/or consistent excessive usage (which may also apply to features such as Directory Assistance) will be considered indicators that your use may be inconsistent with normal use by other UniTel Voice customers aggregating their usage under a similar service plan, or that impermissible use as set forth in Section 10 and/or in the Reasonable Use policy may be occurring and may trigger an account review or further action by us.

A non-exhaustive list of examples of uses of our service that are generally considered to be inconsistent with either residential or commercial use, include, but are not limited to, use:

- operating any other enterprise, including not-for-profit or governmental
- operating a call center
- by resale to others
- by auto-dialing or fax/voice blasts
- by telemarketing
- without live dialogue, including as a monitor, intercom or for transcription

UniTel Voice evaluates customer usage in comparison to similarly situated customers, e.g., residential use under residential service plans or small business use under small business service plans. For example, over 95% of UniTel Voice's residential unlimited calling plan customers use less than 7000 minutes per month and do not have any unusual calling patterns. We may conclude that a customer's aggregate usage is outside of normal use if it exceeds 7000 minutes per month IN COMBINATION with one or more of the following, including, but not limited to, excessive:

- number of unique numbers called
- call lengths
- frequency of call forwarding/transferring
- conference calling
- short duration calls
- calls made during business hours

UniTel Voice may take appropriate steps to enforce these Terms of Service and our Reasonable Use policy. We reserve the right to review your account and take further action if account usage is beyond normal standards, impermissible or detrimental to other customers' ability to use the service or adversely affects our operations. We may assess abnormal usage based on comparisons to the usage patterns and levels of our other customers. If we determine that you are engaging in abnormal or impermissible usage, we will use commercially reasonable efforts to

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inform you and provide you with the opportunity to correct the improper usage. If you fail to correct usage activity to conform to normal use, we may exercise our right to transfer your service to a more appropriate plan, charge applicable rates or suspend or terminate your service. You acknowledge that if your service is terminated under this provision, you are subject to all applicable disconnection and recovery charges. UniTel Voice's right to terminate your account under Section 5.4(b) (with or for no reason) is not limited by this provision.

**6.5 No 0+ or Operator Assisted Calling.**

Our service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, or calling card calls. Our service may not support 311, 411, 511, and other x11 services in one or more service areas. Our service does NOT support 911 dialing as specified elsewhere in these Terms of Service.

**6.6 No Directory Listing.**

The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.

**6.7 Incompatibility With Other Services.**

(a) Non-Voice Equipment Limitations. You acknowledge that our service may not be compatible with all non-voice communications equipment, including but not limited to home security systems, TTY, medical monitoring equipment, certain versions of TiVo, satellite television systems, PBX, Centrex, other private telephone networks, or computer modems. You waive any claim against UniTel Voice for interference with or disruption of these services and equipment, as well as any claim that UniTel Voice is responsible for any disruption to your business, if applicable.

(b) Certain Broadband, Cable Modem, and Other Services.

You acknowledge that our service presently is not compatible with AOL cable broadband service and certain versions of TiVO. There may also be other services with which our service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using our service. We do not warrant that our services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of our service with any particular broadband service.

**6.8 Passwords**

You will be asked to create a password in order to gain access to your account information on-line or when contacting a UniTel Voice agent by phone. You agree to keep all passwords and account information confidential and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality, and for all activities that occur under your password. You must immediately notify us if you suspect any breach of security such as loss, or unauthorized disclosure or use of your password and account.

**6.9 Changes to Service Plans**

Your service plan includes terms and conditions such as monthly service allowances, limitations and features, and the associated charges, all as described at [www.UniTelVoice.com](http://www.UniTelVoice.com) or in other communications and materials made available to you in connection with your order or changes to your service. You acknowledge that your service plan is also subject to these Terms of Service. Our service is subject to our business policies, practices and procedures, which we can change at any time without notice. Unless otherwise prohibited by applicable law, we can also change the terms and conditions of your service plan (such as features and prices) at any time, with or without notice. If we do give you notice, it may be provided on your account web page or monthly bill, in a newsletter, in a mailing, by e-mail, by telephone or other communication permitted under applicable law.

**6.10 Extensions**

The virtual office product is sold with "unlimited extensions" meaning that the plan does not limit the user in the number of extensions he/she can create, based on the plan selected. However, the product does have a limitation in the total number of extensions offered as department extensions are 1-digit (0-9) and employee extensions are 3-digit extensions in the 700-series (700-799).

**6.11 Use of Mobile Application**

The UniTel Voice Mobile Application can be configured to make or receive calls on Your 3G or 4G network using Your data service, and may result in additional data usage fees from Your mobile service provider. You can disable 3G/4G calling by configuring the Mobile Application to make/receive calls only over a wi-fi connection. Configuring the Mobile Application to disable VoIP calling will result in UniTel Voice making/receiving calls using Your voice connection from Your mobile service provider; this may result in additional voice minute usage fees from Your mobile service provider.

## 7. DEVICES

### 7.1 Devices purchased from a retail provider.

(a) Return of Device. Except as provided in the limited warranty found in Section 7.1(b) below, if you purchased your device from a retail provider, you may return your device only to that retail provider. All device returns are subject to the return policy of the retail provider and are not eligible for any applicable money back guarantee offered by us. We will not accept any device returned to us from a retail customer.

(b) Limited Warranty from UniTel Voice for retail customers only. We will provide a limited warranty on the device only for manufacturing defects for a period of 1 year from your subscription date. This retail customer limited warranty does not apply to any defect or failure other than a manufacturing defect. Without limiting the generality of the warranty, it does not apply to any defect caused by damage in transit, retailer handling, or your handling of your device. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. For returns subject to this retail customer limited warranty, the following conditions must be satisfied:

- we receive your device, in its original condition, reasonable wear and tear excluded, together with the original packaging, all parts, accessories, and documentation;
- before returning your device to us, and within 1 year from your subscription date, you need to obtain a valid return authorization number from our Customer Care department which you can reach at 1-855-888-6423; you pay all costs of shipping your device back to us.

### 7.2 Devices received from us.

(a) Limited Warranty. Except as set forth in these Terms of Service, if you received a device from us and the device included a limited warranty from another person (such as the manufacturer) at the time you received it, you should read the separate limited warranty document you got with the device for information on the limitation and disclaimer of certain warranties. We will provide a limited warranty on the device only for manufacturing defects for a period of 1 year from your subscription date. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(b) Repair or replacement. Your only remedy for any breach of any limited warranty or other breach of any duty regarding a device is to get a repaired or replacement device by following our return procedures. This limited warranty applies in place of the limited warranty included with the device if the included limited warranty is less favorable to you than this warranty.

(c) Service Cancellation for Purchased Devices. If you cancel your service within the money back guarantee period, you may obtain a credit for the amount paid for the device, if you return your device to us according to the money back guarantee conditions. After the 30 day money back guarantee period has expired, UniTel Voice will not issue a refund or credit for any returned purchased devices.

(d) Service Cancellation for Non-Purchased Devices. Non-purchased devices must be returned to UniTel Voice upon termination of service at the address listed in Section 2.1. In the even that you do not return the non-purchased device pursuant to this agreement, UniTel Voice will charge your credit card or debit card provided to us at the applicable retail rate of the device.

(e) Receipt of damaged devices. If you receive cartons or devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. You must also keep the original carton, all packing materials, and parts in the same condition in which you received them from the carrier. You must then contact our customer care department immediately at 1-855-888-6423

(f) Ownership and Risk of Loss. You will own your device and bear all the risk of loss, theft, or damage. This risk is from the time we ship your device to you until the time you return it to us according to this agreement.

### 7.3 Tampering with the Device.

You may not change the electronic serial number or equipment identifier or encryption keys or other authentication or technical data of your device or perform a factory reset of your device without first getting our written consent.

### 7.4 Prohibited Devices.

You are prohibited from using UniTel Voice services with any devices other than UniTel Voice-approved devices received from retailers or from us.

**7.5 Disclaimer.**

Other than express warranties for the device in the documentation that comes with your device and the retail customer limited warranty in this agreement, following the term of the limited warranty, we make no warranties of any kind, express or implied, and specifically disclaim, following the term of the limited warranty, any warranty of merchantability, fitness of the device for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing, or course of performance, or any warranty that the device or any firmware or software is "error free" or will meet your requirements. This section does not limit any disclaimer or limitation of warranty in the documentation provided with your device. Device warranties do not apply to Business VoIP customers.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

**8. FEES, TAXES, AND OTHER CHARGES.**

**8.1 Fees and charges.**

Subscription Plan Fee is the charge for the plan, which is determined by the number of minutes you are permitted within the terms of the specified plan.

Toll Free/DID Fee is a line charge fee that is assessed per active line on the network.

The Carrier Regulatory Fee is not a tax or charge required by the government, but was implemented to allow telecommunications providers the ability to recover costs for national regulatory fees and programs, connections charges, and account servicing fees pertaining to interstate and international long distance.

These fees and charges may change from time to time. We may introduce new products and services at special introductory pricing. At our discretion, we may change introductory pricing. Where required by law, we will send notification of invoices to your email address on file with us.

**8.2 Billing increments.**

We bill usage charges in six second increments after the first eighteen seconds. We bill fractional usage charges in full cents. We round up cents when the value is \$.001 or more.

**8.3 Taxes**

State and local governments may assess taxes, surcharges, or fees, or all of these, on your use of our service. These charges may be a flat fee or a percentage of your UniTel Voice charges and may change without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable taxes, fees, or charges for your subscription, use, or payment for our service or your device. These amounts are in addition to the payment for your service or devices. We will bill these charges to your payment method according to the terms in this agreement. If you are exempt from payment of any of these taxes, you must provide us with an original certificate that satisfies the legal requirements attesting to tax-exempt status. Tax exemption will only apply from the date we receive your certificate.

**8.4 Payphone Charges.**

If you use our Toll Free service, we will recover from you any charges imposed on us either directly or indirectly for toll free calls made to your number. We may recover these amounts by means of a per-call charge, rounded up to the next cent, or in any other way we decide is appropriate for the recovery of these costs.

**8.5 Charges for Directory Calls (e.g.,411).**

We reserve the right to charge you for each call you make to directory assistance.

**8.6 Activation Fee.**

Unless such fee is specified at the time of signup, we will not charge you any activation fees.

**8.7 No Credit for Non-Usage or Misdialing**

Neither non-usage of the service nor misdialing while using the service entitle you to a credit for, or refund of, any portion of a payment made to us.

**8.8 Late Fee**

Virtual Office is a pre-paid platform. All charges are due at the time of invoice. Any accounts where fees or charges are not paid when due, shall incur a \$10.00 Late Fee.

**9. BILLING, PAYMENT, AND NOTICES.**

**9.1 Billing.**

We will charge your method of payment in advance for each monthly service plan fee, associated taxes and surcharges, in arrears for any usage and calls not covered by your plan, and immediately on disconnection for any unbilled amounts and any disconnection, rebate and other recovery fees, if applicable, that are due. When you subscribe to our service, you must give us a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. In the event that your payment method declines, or does not properly process, UniTel Voice reserves the right to charge a \$25.00 Decline Fee.

**9.2 Payment.**

When you subscribe to our service, you authorize us to collect from your payment method, including, if applicable, disconnection fees, late fees, check return fees, rebate or device recovery fees and any other outstanding charges. This authorization will remain valid until 30 days after you terminate our authority to charge your payment method.

**9.3 Collection.**

If we disconnect your service, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

**9.4 Notices.**

You agree to promptly update your account information whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit/debit card number and expiration date or other payment method information). You authorize UniTel Voice to send you notices and information regarding your service, including via e-mail, over the Internet. If notices are sent by us to the last email address provided by you, you agree that we have provided sufficient email notice and you waive any rights to assert failure of notice.

You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive 10 days advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing from time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

**9.5 Billing Disputes.**

If you want to dispute any UniTel Voice charges on your statement, you must notify us within 7 days after you receive your statement from your bank or credit card issuer. If you do not dispute the charges within 7 days, you waive any right to contest the charges. Call 1-855-888-6423.

**10. PROHIBITED USES; UNLAWFUL USES AND INAPPROPRIATE CONDUCT.**

**10.1 Lawful purposes only.**

You may use our service and your device only for lawful, proper and appropriate purposes. You may not use our service or your device in any way that is illegal, fraudulent, improper or inappropriate.

**10.2 Monitoring.**

We may monitor the use of our service for violations of this agreement. We may remove or block all communications if we suspect a violation of this agreement, or if we think it necessary in order to protect our service, or UniTel Voice, its parent, affiliates, directors, officers, agents, and employees from harm.

**10.3 Providing information to authorities and third parties.**

If we believe that you have used our service or your 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 consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP address(es), email address(es), registered 911 address, and all other account information, as follows:

- (i) in response to law enforcement or other governmental agency requests;
- (ii) as required by law, regulation, rule, subpoena, search warrant, or court order;
- (iii) as necessary to identify, contact, or bring legal action against someone who may be misusing the service, the device, or both;

- (iv) to protect UniTel Voice's rights and property; or
- (v) in emergency situations where disclosure of such information is necessary to protect UniTel Voice customers or third parties from imminent harm.

**10.4 Use of Service and Device by Customers Outside the United States.**

Although we encourage you to use our service as you travel, the services are only offered and supported in the United States. Our service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within a UniTel Voice service area or your ISP or broadband provider places restrictions on using VoIP services, we do not claim that they will allow you to use our service. You will be solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service because of your use of our service. If you ship a device outside the United States for use in another country, you are solely responsible for determining and adhering to compliance with all applicable custom, regulatory and other laws regarding the transport, distribution and use of such device and the service.

**10.5 No Transfer of Service.**

You are the sole account holder for the service for all purposes and are solely responsible for all charges incurred on the account, regardless of changes to the account, including billing information. You may not resell or transfer your service, account or your device or provide a telephone service to anyone else by using your UniTel Voice service or features of your UniTel Voice service without first getting our written consent. In no event may your account be assigned to a non-U.S. resident. Attempted assignments of service and accounts through changes in account and billing information does not relieve you of liability and responsibility for use of the service and features, or for charges on the account unless we have not consented to the assignment in writing or unless we actively facilitate the assignment as evidenced in our Customer Care records. Attempted assignments of accounts without our written consent through changes you may make in your account and billing information does not relieve you of liability and responsibility for the account. You may elect to authorize others to access your account by calling us at 1-855-888-6423.

**10.6 No Alterations or Tampering.**

If you copy or alter or have someone else copy or alter the firmware or software of the device in any way that facilitates a compromise of your service, you are responsible for any charges that result. You may not attempt to hack or otherwise alter or disrupt our service or make any use of our service that is inconsistent with its intended purpose.

**10.7 Theft of Service.**

You may not use or obtain our service in any manner that avoids UniTel Voice policies and procedures, including an illegal or improper manner. You will notify us immediately at 1-855-888-6423 if your device is stolen or if you believe that your service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you notify us of one of these events, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of service. If you fail to notify us in a timely manner, we may disconnect your service and levy additional charges on you. Until you notify us, you will be liable for all use of our service using a device stolen from you and any stolen, fraudulent, or unauthorized use of our service whether or not it involves a stolen device.

**11. LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY.**

**11.1 AS IS Services.**

You agree that our services are provided "as is," except to the extent provided below.

**11.2 No Warranties on Service.**

We make no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the service or device for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance. In addition, we do not warrant that the service or device will be without failure, delay, interruption, error, omission, degradation of voice quality, or loss of content, data, or information. Neither UniTel Voice nor its officers, directors, employees, affiliates or agents, or any other service provider or vendor who furnishes services, devices, or products to the customer for our service will be liable for unauthorized access to our or your transmission facilities or premises or equipment or for unauthorized access to, or alteration, theft, or destruction of, customer's data files, programs, procedures, or information through accident, fraudulent means, devices, or any other method, regardless of whether such damage occurs as a result of UniTel Voice's or its service provider's or vendors' negligence. Statements and descriptions concerning our service or device, if any, by UniTel Voice or UniTel Voice's agents or installers are informational and are not given as a warranty of any kind.

**11.3 Device Warranties and Limitations (See Section 7)**

**11.4 No Credit Allowances for Interruption of UniTel Voice Service.**

We will not give you credit for any interruption of UniTel Voice service, including international calling services.

**11.5 Limitation of Liability.**

We will not be liable for any delay or failure to provide service, including 911 Dialing, at any time or any interruption or degradation of voice quality.

**11.6 Disclaimer of Liability for Damages.**

In no event will UniTel Voice, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services or devices to you in connection with our service be liable for any damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, loss of advertising expenses, or damages arising out of or in connection with the use or inability to use a device or the service, including inability to access emergency service personnel through the 911 dialing service or to obtain emergency help. These limitations apply to claims founded in breach of contract, breach of warranty, product liability, tort, and any and all other theories of liability. These limitations apply whether or not we were informed of the likelihood of any particular type of damages.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**11.7 Disclaimer of 911 Liability.**

We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We do not have any control over any local emergency response center. Therefore, we are not responsible for whether they answer calls using our 911 dialing service, how they answer these calls, or how they handle them. Third parties assist VoIP companies in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. We are neither liable nor responsible if the data used by a third party to route calls is incorrect or produces an erroneous result. Neither UniTel Voice nor its officers or employees may be held liable for any claim, damage, or loss, fine, penalty, cost, and expense (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of our service, relating to our service, including, without limitation, 911 Dialing, or your device.

**11.8 Limit on total liability.**

Our total liability under this agreement will not exceed the service charges for the affected time period. UniTel Voice will not be responsible for third party fees or charges, including but not limited to, banking fees, overdraft fees, cellular phone or other wire-line charges, technician charges, or other similar charges.

**12. INDEMNIFICATION AND WAIVER OF CLAIMS.**

**12.1 Indemnification.**

You shall defend, indemnify, and hold harmless UniTel Voice, its officers, directors, employees, affiliates and agents, and any other service provider who furnishes services to you for our service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of our service, relating to our service, including, without limitation, 911 Dialing, or your device(s), or use of our service by you or others using your account (whether or not such usage is expressly authorized by you).

**12.2 Waiver of Claim or Causes of Action.**

You waive all claims or causes of action arising from or relating to our 911 dialing service unless the claims or causes of action arise from our gross negligence, recklessness, or willful misconduct.

**12.3 Content.**

You are liable for all liability that may arise from the content transmitted to any person, whether or not you authorize it, using your service or device(s). You promise that you and anyone who uses your service and all your and their content comply at all times with all laws, regulations, and written and electronic instructions for using our service and the device.

**12.4 Account Information.**

You are liable for all liability that may arise from your failure to provide true, accurate, current and complete information and to maintain and promptly update such information. If you provide any information that is, or we have reasonable grounds to suspect is, untrue, inaccurate, misleading, not current or incomplete, we may suspend or terminate or refuse any and all current or future use of the service, or any portion thereof...

\*Last Modified 01/01/2017

**13. MISCELLANEOUS.**

**13.1 Governing Law.**

The State of Illinois will govern this agreement as well as the relationship between you and us, except to the extent such law is preempted by or inconsistent with applicable federal law.

**13.2 No Waiver of Rights.**

Our failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of the right or provision. UniTel Voice reserves all of its rights at law and equity to proceed against anyone who uses its services or device illegally or improperly. All determinations by UniTel Voice under these Terms of Sale and exercise of its rights are made and done in our sole and absolute discretion.

**13.3 Survival.**

The provisions of this agreement that by their sense and context are intended to survive the termination or expiration of this agreement shall survive.

**13.4 No Third Party Beneficiaries.**

If you are not a party to this agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This agreement does not create any third party beneficiary rights.

**13.5 Legal Age.**

You promise that you are of legal age to enter into this agreement and that you have read and understand fully its terms and conditions.

**13.6 Entire Agreement.**

This agreement, including any future modifications to its terms, and the rates for services found on our web site constitute the entire agreement between you and UniTel Voice. This agreement governs your use of our service, and the use of our services by the members of your household and your guests and employees. This agreement supersedes any prior agreements between you and UniTel Voice. It also supersedes all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

**13.7 Severability.**

If any part of this agreement is legally declared invalid or unenforceable, all other parts of this agreement will remain valid and enforceable. This invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this agreement.

**14. DISPUTES.**

It is important that you read this entire section carefully. This section provides for resolution of disputes.

**14.1 Informal Resolution of Disputes.**

Our customer care department can resolve most customer concerns quickly and to the customer's satisfaction. If you have a dispute or claim against us, you should first contact the UniTel Voice customer care department by telephone at 1-855-888-6423. In the event your dispute or claim is not resolved to your satisfaction, you may seek to have that dispute or claim resolved as set forth below.

**14.2 Formal Notice of Disputes.**

A party who intends to file a formal dispute must first send to the other party a written Notice of Dispute.

(A) A Notice of Dispute to UniTel Voice must be sent to UniTel Voice:

- (1) by certified mail addressed to: UniTel Voice, Attn: Chief Legal Officer, PO Box 1000, Naperville, IL 60566-1000
- (2) by email addressed to support@UniTelVoice.com

(B) A Notice of Dispute to you must be sent to you

- (1) by certified mail at the last mailing address that you registered with UniTel Voice; or
- (2) by email addressed to you at the last email address you registered with UniTel Voice.

(C) The Notice of Dispute must

- (1) describe the nature and basis of the dispute or claim; and
- (2) set forth the specific relief sought.

(D) If you and UniTel Voice do not reach an agreement to resolve the dispute or claim within thirty (30) days after the Notice of Dispute is received, you or UniTel Voice may commence its formal dispute.

**14.3 Waiver of Jury Trial.**

You and UniTel Voice agree that, by entering into this agreement, you and UniTel Voice are waiving the right to a trial by jury.

**14.4 Waiver of Class Actions.**

You and UniTel Voice agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and UniTel Voice agree that you and UniTel Voice may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and UniTel Voice agree that, unless you and UniTel Voice agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding.

**14.5 Statute of Limitations:**

You must contact us within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to section 9.5 of the agreement), or you waive the right to pursue a claim based upon such event, facts, or dispute.

**14.6 Exceptions to Formal Disputes:**

You and we agree:

- (a) you may take your dispute to small claims court, if your dispute qualifies for hearing by such court;
- (b) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement;
- (c) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction;
- (d) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and
- (e) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of you or UniTel Voice.

**15. MODIFICATIONS.**

We may change the terms and conditions of this agreement from time to time. By subscribing to our service, you agree that we may provide to you by use of electronic communications required notices, agreements, and other information concerning UniTel Voice, including changes to this agreement. We may give you notice of a change by posting the change on the home page of UniTel Voice.com, on your account web page or monthly bill, in a newsletter, by e-mail, on the relevant web page of the applicable service, or by other permitted communication. Such notices will be considered given and effective on the date posted. These changes will become binding on you on the date they are posted and we are not required to give you further notice in order for you to continue using our service. By continuing to use the service after revisions are in effect, you accept and agree to all revisions. If you do not agree to the changes, you must terminate your service immediately. Disconnection fees and recovery fees, if applicable, will not be applicable to termination of service due to increases in service plan prices or other material changes if your account is in good standing and you call us to terminate within 30 days after posted notice of the change. Increases in usage rates, taxes, surcharges such as the Federal Program Fee, or discretionary billable charges (including for add-ons, features, or non-payment) will not be subject to waivers of disconnection fees and recovery fees. When posted, this agreement supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of your device. It also supersedes any written terms provided to retail customers with retail distribution, including, without limitation, any written terms in the packaging of your device. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of UniTel Voice services. If you continue to use our service, we will consider this your acceptance of any changes.

**16. PRIVACY AGREEMENT**

UniTel Voice Service uses, in whole or in part, the public Internet, the public switched telephone network, and third party networks to transmit voice and other communications. UniTel Voice is not liable for any lack of privacy which you may experience from using our service. Please refer to our Privacy Policy for additional information, such as how we use your information and how you can opt out of receiving marketing messaging.

- (a) If you utilize the UniTel Voice Virtual Voicemail, whether as part of a plan that you have selected or as part of a trial, you authorize our human operators to listen to saved voicemail recordings, when required, for fraud prevention and for technical assistance.

**17. COMPLIANCE**

You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of our service or any direct product to any destination, company, or person restricted or prohibited by U.S. export controls.

**18. GENERAL PROHIBITIONS**

Customer is expressly prohibited from using the Service(s) in a manner that would, in any way, constitute or encourage conduct that is improper, including uses that are criminal in nature, that may give rise to a civil liability, or that otherwise violates any applicable laws or regulations. Examples of such improper uses include, without limitation, attempts at phishing or otherwise improperly attempting to gain access to financial information and making calls to numbers included in a government Do Not Call List. In addition, Customers are expressly prohibited from using the Service(s): (i) for any abusive or fraudulent purpose; (ii) in a manner that enables Customer to avoid any obligation to pay for the Service(s); (iii) in a manner that is deemed to interfere with, disrupt, or present a risk to the Service(s),

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Network, software, property, or security of UniTel Voice, its customers, its Third Party Vendors or other third parties, whether directly or indirectly; (iv) in a manner that results in usage inconsistent with UniTel Voice's expectations or the purpose for which UniTel Voice is providing the Service(s); and/or (v) in a manner that may violate these Terms of Service, or the policies of UniTel Voice. Customer shall provide, at its cost, all reasonably necessary security equipment, software, facilities and other apparatuses to ensure that the Service(s) are not used in a fraudulent or unauthorized manner, whether by Customer and any third party.