



# **VOIP OFFICE SERVICE TERMS AND CONDITIONS**

By signing up and using the Services provided by VoIP Office, you agree to the terms of this VoIP Office Service Terms and Conditions which constitutes to be a binding agreement between us and you; If you do not agree to be bound by and comply with all of the terms of this Agreement, you may not register with us or use our Services in any manner whatsoever. These VOIP Service Terms and Conditions, together with any policies, schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the **"Agreement"**), constitutes the entire agreement between VoIP Office, and its respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes Services or Devices to you in connection with this Agreement (hereinafter referred to as **"we," "us," "our," "VoIP" or "VoIP Office"**) and you (herein after referred to as **"you," "user" or "Customer"**) as a subscriber of the VoIP Office's products and services that are being provided to you as described in any proposal, including, but not limited to, VoIP Office's Communication services, collaboration services, and any associated Software, hardware or web-based platform; any additional services provided to you as described in this Agreement, any addendum and amendment (**"Services"**).

#### PLEASE NOTE THAT:

The terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing are subject to periodic revisions and any change thereafter shall be notified on the VoIP Office website (the **"Website" or "Platform"**) and deemed given and effective on the date posted to the Website. In case of any objection to the said revisional changes, you must terminate your Service immediately subject to the termination provisions provided in this Agreement, failing which your continued use of the Service after revision(s) will be deemed as an acceptance and agreement to all such revisions on your part.

### 1. UNDERTAKINGS BY THE CUSTOMER

By using the Services, you represent and warrant the following

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| <p>1.1 You are 18 years of age or older and that you have the right, authority and capacity to use the Services provided by us, and agree to and abide by this Agreement.</p> <p>1.2 You shall provide us with certain personal information including without limitation your name, gender, email address, mobile phone number and, billing and shipping address. You acknowledge that you are being provided the said Services by us on the assumption that the information provided by you is true and correct and you are completely liable for the accuracy of the information</p> <p>1.3 Based upon the information provided by you, we shall enable your customer account which shall entail the record of Services availed by you. Whereby the said account is made for business purpose, you shall furnish a legitimate document authorizing you to act on behalf of such business entity. You understand you shall be solely liable for the activities related to the concerned customer account</p> | <p>1.4 You hereby agree to update us with information changes as soon as reasonably possible (including, but not limited to, your name, address, e-mail address, and telephone number).</p> <p>1.5 The location for which you are availing our Services falls within the geographical territory of India.</p> <p>1.6 You undertake full liability and responsibility for your account and actions as well as for the actions of anyone who uses the Service via your account with or without your permission.'</p> <p>1.7 The owner of the account under which the Services are ordered shall either be a legal entity, or the owner of the credit used to open the account. VoIP shall not adjudicate upon ownership related or any other internal business disputes and any subsequent change in ownership must be supported with relevant legal documentation. VoIP reserves the right to suspend or terminate the account and its Services in the eventuality that it is unable to determine the valid owner of the same.</p> |
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## 2. SERVICE PLANS:

The following are terms of service applicable upon based upon the plan chosen and availed by you from us:

- 2.1 **RESIDENTIAL PLANS:** Residential Service and Device are intended solely for residential use and in case of any non-residential use thereof by you, VoIP Office reserves the right to immediately terminate, change the calling plan or modify the Service in its sole discretion
- 2.2 **BUSINESS PLANS:** If you sign up for a Business Plan, you understand that the usage of the Service and Device is strictly restricted to business premises and usage only; you understand and agree to not use the Services under this plan for any personal, residential, nonbusiness and nonprofessional purpose. This also means that you are not to resell or transfer the Service to any other person for any purpose or make any charge for the use of the Service, without express written permission from VoIP Office in advance. VoIP Office reserves the right to immediately terminate, change the calling plan or modify the Service if VoIP Office determines, in its sole discretion, that you are using the Service for non- business or non-commercial use.

## 3. RESTRICTIONS AND DISCLAIMERS FOR USE OF SERVICE AND DEVICE.

- 3.1 **CORRECTNESS OF INFORMATION:** You understand that accuracy of information is of utmost importance for the furtherance of our Services and that we, at our discretion hold the right to suspend or terminate the Services without any further notice. Also, we shall not be liable for any delay or discrepancy in our Services due to discrepancy in information provided by you.
- 3.2 **NO REVERSE ENGINEERING:** You shall not: (a) copy or adapt the Software or the Services for any purpose, except as specifically permitted under this Agreement; (b) use the Software or Services except in accordance with all applicable laws and regulations, and except as set forth in the Documentation; (c) reverse engineer, translate, decompile, or disassemble the Software or Services; (d) use the Software or Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; or (e) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Software or Services.
- 3.3 **PRIVACY RESPONSIBILITY:** VoIP transmits your information to you, including your password, via mail and the internet and the same is always at the risk third party interception and therefore VoIP does not and cannot take any responsibility of such third party privacy infringements. The responsibility of securing the same vests solely with you and for the same you are advised to safeguard all of your user IDs and passwords, as well as the media access control (MAC) address of the Adapter . The MAC address is one of the pieces of information used by VoIP Office to authenticate customer calls and should not be shared.
- 3.4 **COMPATIBILITY:** You understand and agree that the Service is not compatible with such equipment like non-voice communications equipment, including but not limited to emergency phones in elevators, some home and office security systems that are set up to make automatic phone calls, digital entertainment systems, some aspects of satellite TV systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against us for interference with or disruption of such systems due to the Service.
- 3.5 **BROADBAND COMPATIBILITY:** There may be additional services with which our Service might be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Service and thus, we do not warrant that the service as provided by us will be compatible with all broadband services and be error-free and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.



#### 4. USE OF SERVICE AND DEVICE BY CUSTOMERS OUTSIDE AUTHORISED GEOGRAPHICAL TERRITORY

- 4.1 At present, VoIP's Services are restricted for use within the United States and India and are designed to work in general with unencumbered high-speed internet connections. However, if you at your sole discretion use VoIP's Services outside of the United States or India and/or your internet service provider ("ISP") places restrictions on the usage of VoIP Services, VoIP Office does not represent or warrant that such use of the Service by you is permitted by any other jurisdictions or by any or all the ISPs and the same shall solely be at your discretion.
- 4.2 If you move the Device to a geographical location where we do not provide our Services, you do so at your own risk, including the risk that such activity violates local laws in the geographical territory where you relocate and use our Device. Any liability resulting from violation of local laws and regulations or ISP terms of service shall be yours alone and you agree to indemnify us for any claims, damages or expenses resulting from your use of the Services outside the territorial jurisdiction of VoIP Office.
- 4.3 While VoIP Office encourages use of the Service within the United States and/or India to other countries, VoIP Office does not presently offer or support the Service to customers located in any countries other than the United States and/or India. VoIP Office's Services are only for use by persons or entities whose primary residence or business address is in the United States and/or India. VoIP Office's Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or India and/or your ISP places restrictions on the usage of VoIP Services, VoIP Office does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove the Device to a country other than the United States and/or India or use the Service from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. You also agree to indemnify us for any claims, damages or expenses resulting from your use of the Services outside of the United States. VoIP Office reserves the right to disconnect Services immediately if VoIP Office determines, in its sole and absolute discretion, that you have used the Service or the Device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you.
- 4.4 We hold the right to disconnect the Services immediately solely at our discretion if we become aware of any statutory violations by your use of our Services and Device.
- 4.5 **Toll-Free Service.** Toll-free calling is limited to receiving calls originating in the United States only.

#### 5. PORTABILITY SERVICES:

- 5.1 In the event that you wish to port in or out of your carrier whereby you want to transfer an existing phone number that currently is subscribed to another carrier, you may contact us at **+1 248-436-3600** and thereby follow the procedure as directed by our VoIP Office executives; you can also write to us at **support@voipoffice.com** the following terms and conditions apply:

- 5.1.1 AUTHORIZATION:** You hereby authorize VoIP Office to process your order for the Service and to notify your local service provider of your decision to switch your local services to VoIP Office and to transfer your telephone number, and represent that you are authorized to take these actions. You may be required to complete a letter of authorization, provide us with a copy of your most recent bill from your service provider, as well as provide us with any other information required by your service provider to port your number. Failure to provide any information requested by VoIP Office or the third-party services provider will delay the porting of the number to VoIP Office. You acknowledge that the porting of your numbers is dependent upon the cooperation of you and third parties not under the control of VoIP Office. VoIP Office shall not be responsible for any delay in the port of your number and will not provide credit for any such delays.

- 5.1.2 ACTIVATION:** You agree and acknowledge that you must install and activate your Device prior to the date that the number switch becomes effective. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.
- 5.1.3 CONTACT US:** At the outset, you understand whereby you wish to port your carrier, you shall contact us at our helpline number and share with us a formal request for the same by following our basic procedure or dropping the request in written via mail; the request shall be considered an implied authorization for us to contact the local service provider to further your requirement of porting the carrier/number. You agree to cooperate with us and provide us with the requisite documents for the smooth functioning of the process of portability. We shall not be liable for any delay or discrepancy in the process on account of lack in action on your part or the part of any third-party relevant to the process
- 5.1.4 DIRECTIONS:** You agree to follow the instructions as directed by us to conclude the process successfully which may include you to install and activate your Device prior to the date that the number switch becomes effective whereby until the portability of the number/carrier is not completed, you will be given a temporary telephone number which may be used to place and receive calls for the said duration.
- 5.1.5 RIGHT TO REFUSE.** We are under no obligation to mandatorily provide the portability service and may, at our discretion refuse to port a number if we lack the requisite infrastructure or requirements for the same
- 5.1.6 UNAUTHORIZED PORT OUTS.** You acknowledge and agree that telephone or facsimile numbers may be ported out from your Services or your account due to acts or omissions of third parties, and it may be difficult or impossible for VoIP Office to: (i) prevent such port-outs:(ii) retrieve numbers ported-out of your account; or (iii) port such numbers back into your account. VoIP Office has no responsibility or liability due to such port-outs.

## 6. UNIQUE SERVICES.

You acknowledge and represent that the Service under this Agreement is not a regular telecommunication service. Substantial differences exist between regular telecommunication services and the Services offered by VoIP and therefore the latter is subject to different regulatory treatment than the regular telecommunication service which may limit or affect your rights of redressal before the relevant Federal and State Telecommunication Regulatory Agencies and/or judicial forums. VoIP shall make all efforts to minimize disruptions to your use and access of the Service but the same is likely to be affected by events beyond our

## 7. EMERGENCY SERVICES PROVISION–

- 7.1 911 DIALING.** You are hereby advised to access 911 Emergency Services document placed at <https://voipoffice.com/e911-policy>. The document makes it clear that our Services vary from the traditional 911 services. You hereby represent and warrant that you have gone through the said emergency document and the same is acceptable by you along with the terms of this Agreement.
- 7.2** You acknowledge and understand that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial- around calls. Our Service may not support 311, 511, and other x11 services in one or more service areas.





## 8.TENURE OF SERVICE

- 8.1 **TERM.** The term of your Service begins on the date you first ordered Service (the "Subscription Date"), or the date your payment is successfully processed and recorded in our database, whichever is later and the Service continues for the entire term that you have signed up for. Upon the completion of your initial subscription term, your Service shall automatically get renewed for the same term, unless it is cancelled by you before the end of the current service term. The renewal will be charged through your payment method on record with us, which may include any payment method automatically updated by your issuing bank. If you are paying by means of a credit card and the said card is declined, invalid, or payment is not made by the issuer of your credit card on the completion of your Subscription term, without further notice VoIP Office reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for non-payment.
- 8.2 **SUSPENSION AND TERMINATION OF SERVICES:** You understand and agree that we reserve the right to suspend, terminate or disconnect any part of your Service generally at any time if:
- 8.2.1 We determine or reasonably believe that you are violating, or violated, any applicable law;
  - 8.2.2 We determine or reasonably believe that you materially breached this Agreement or any policy of ours;
  - 8.2.3 We determine or reasonably believe that you used fraudulent means to pay for the Services, including use of a fraudulent credit card;
  - 8.2.4 We determine or reasonably believe that you abused or harassed (verbally or otherwise) any VoIP Office employee, contractor, agent or representative;
  - 8.2.5 We are ordered by law enforcement or other government agencies to suspend, terminate or disconnect your Services;
  - 8.2.6 You bring any legal action or proceeding against VoIP Office, or participate in any class action lawsuit against VoIP Office;
  - 8.2.7 A petition in bankruptcy is filed by or against you and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over You or Your material assets;
  - 8.2.8 We determine that such action is necessary to protect maintain, or improve the Services, to prevent fraud or misrepresentation, to protect VoIP Office, its customers or other third-party VoIP Office affiliates, or for any other good cause;
  - 8.2.9 You fail to make a payment on time;
  - 8.2.10 It is otherwise contemplated by this Agreement;
  - 8.2.11 You fail to make requisite payment.
- 8.3 You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against VoIP Office for interference with or disruption of such systems due to the Service.
- 8.4 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 the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any broadband service.
- 8.5 All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus. The same shall be recoverable by legal action.
- 8.6 You acknowledge and understand that the Service is not a telephone service, and we provide it on a commercially reasonable basis. Important distinctions exist between telephone service and the enhanced Service offering provided by VoIP Office. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond our control may affect our service, such as power outages, fluctuations on the internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our service.
- 8.7 To terminate Services, contact our Customer Care Department, via email at **[billing@voipoffice.com](mailto:billing@voipoffice.com)** or by calling **+1 248-436-3600** prior to expiration of the current service term.

## 9.USAGE AND LIABILITY WITH REGARD TO DEVICES.

- 9.1 **Ownership and Risk of Loss.** VoIP Office offers IP phone Devices on a rental basis to the customers only for the duration of Service. Customer will bear all the risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices. Minimum commitment contracts for Services and Devices may include early termination fees. Refer to the Cancellation policy for more information.
- 9.2 **Usage Policy:** Customer shall be solely liable in case the Device is damaged physically or otherwise at customer's site and or the Device fails due to any power fluctuations at the premises of the customer and no equipment replacement policy shall be applicable in such scenario. Customer shall also be liable for the equipment and cost of the equipment to be paid to VoIP Office.
- 9.3 **Rented Devices.** For the purposes of this section "Rented Devices" means any Device leased to Client by VoIP Office or VoIP Office agents.
- 9.4 Unless otherwise agreed upon, Client agrees that within fifteen (15) days after the expiration of the Term of any Device Rental Agreement or termination of this Agreement, Client will promptly return all Rented Devices to VoIP Office. Client will be responsible for (i) any damage to the Rented Devices as assessed by VoIP Office upon receipt, (ii) the replacement cost of such Rented Devices if it is lost, misplaced, not delivered or stolen during transit, and (iii) shipping/handling costs.
- 9.5 Client agrees to pay the full retail cost for the repair or replacement of any Rented Device or part that is lost, stolen, damaged, modified, sold, transferred, leased, encumbered or assigned together with any costs incurred by VoIP Office in obtaining or attempting to obtain possession of any Rented Devices.
- 9.6 **Promotional Devices.** Devices included in a service offering at no charge may be previously used equipment. Unless otherwise provided in a Minimum Commitment Contract, Devices not returned upon cancellation of the Service will be charged to the customer. See Cancellation policy for details.
- 9.7 **Replacement Policy** Devices purchased from VoIP Office shall be replaced only after our Technical Team inspects the Device condition and upon identifying the fault in the Device to be replaced, they shall proceed for replacement. Once our technical team, replaces an equipment to Customer, the Customer is obligated to return the faulty equipment within 7 working days. In case the Customer fails to return the same within the 7 working days, the Customer shall be liable to pay the price for such new Device along with the shipping charges which shall be charged in the next billing cycle after completion of the 7 working days. That the customer shall notify VoIP Office within 7 days for replacement of the faulty Device otherwise customer shall be liable to pay the amount on the next invoice. Customer shall also pay shipping charges to VoIP Office for replacement of Device.
- 9.8 Customer shall return the Device no later than 10 calendar days from the cancellation date to our VOIPOFFICE India HQ in Hyderabad, India, in working condition. The shipping address is: Hyderabad Address: VoIP Office Telecommunications Pvt Ltd Trendz Utility, Plot No.25, Survey No.37- 41, 3rd Floor, Gafoor Nagar, Vittal Rao Nagar Road, Madhapur, Hyderabad, TS – 500081 Tel: +91 40-405 27700
- 9.9 **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 +91 40-405 27700 for return instruction.
- 9.10 **Tampering with the Device.** You may not change the electronic serial number or equipment identifier of your Device or perform a factory reset of your Device without first getting our written consent.
- 9.11 **Prohibited Devices.** You are prohibited from using the Services with any devices other than VoIP Office -approved devices received from retailers or from us.

- 9.12 **Taxes, Fees and Charges.** You shall be responsible for the payment of requisite taxes as per the applicable statutory laws. Such amounts shall be in addition to payment for the Service or Device that shall be billed to you. Whereby you are exempted from payment of such taxes, you will provide us with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date VoIP Office receives such certificate.
- 9.13 **Directory Calls:** You shall be charged as per our standard rate of \$1.25 per minute for any calls made by you for our directory assistance.
- 9.14 You shall be charged monthly to offset costs incurred by us in complying with inquiries and obligations imposed by statutory regulations and governing bodies. This fee is not a tax or charge required or assessed by any government. The said Fee may apply to every phone number assigned, including toll free and virtual numbers.
- 9.15 A requisite Fee amounting to \$25 per line shall be applicable and liable to be paid by you to reinstate a deactivated service.
- 9.16 A Regulatory Recovery Fee shall be charged monthly to offset costs incurred by VoIP Office in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee may apply to every phone number assigned, including toll free and virtual numbers.
- 9.17 VoIP Office will charge the Customer a Porting fee of \$5 per line for porting-out phone lines and numbers.
- 9.18 We may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a cheque, draft, or other payment made by you for the purpose of availing our services.
- 9.19 VoIP Office may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a check, draft, or other payment.

## 10. Billing and Payment.

- 10.1 **Billing.** We will charge you in advance for each term of service. If you have selected a free trial offering, we will commence charging you for the Service at the expiration of the free trial period, unless we are notified of the contrary. When you subscribe to the 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. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. Fees may also include activation fees, porting fees, early termination fees ("ETF"), reinstatement fees, and returned check fees. We reserve the right to charge all fees to your payment method. We will bill monthly as due immediately usage-based charges and any other charges which we decide to bill as due immediately. Bills will be posted to the customer portal and emailed to the email address on record. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest rate allowed by law. VoIP Office's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way VoIP Office's rights to collect any amount due. VoIP Office may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within fifteen (15) days of the due date.
- 10.2 The invoices shall be raised on 1<sup>st</sup> day of every Month and the due date of payment shall be 5th day of every month. You agree to make the payment on or before due date, otherwise: there shall be penalty of 30 percent (%) on the total invoice raised for that month and VoIP Office reserve the right to disconnect your services by 10th of that Month and for re-activating the services there shall be additional charges payable by the Customer. There will be a



- 10.3 Payment.** When you subscribe to the Service, you authorize us to collect from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method.
- 10.4 Collection.** If we disconnect the 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 costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit.
- 10.5 Notices.** 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 ten (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.
- 10.6 Billing Disputes.** You must notify VoIP Office in writing within seven (7) days after receiving your credit card statement or from the time funds are debited from your bank account if you dispute any VoIP Office charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: [billing@voipoffice.com](mailto:billing@voipoffice.com) VoIP Office will charge a late fee as described in Section 11.1 for a disputed amount if (1) it was not paid by the due date and (2) VoIP Office determines that you disputed a charge in bad faith.
- 10.7 11.6 Prepaid Services.** All prepaid fees being provided to you as described in any quote or order form and other payments by you under this Agreement are non-refundable and non-creditable.

## 11. PRICES AND PAYMENT.

- 11.1 Prices and Fees.** VoIP Office fees and charges for the Service are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable one-time and recurring charges. You further agree that any taxes and other charges, including but not limited to, account setup fees, Adapter fees, Device charges, shipping and handling and other nonrecurring charges will be charged to your payment method on file. Recurring charges will be billed and automatically charged to your payment method on file on the first day of every billing cycle. There will be a 4% service fee for Credit Card payments. Your billing cycle will begin on the anniversary date of your subscription date as defined in section 8.1. Promotional price is valid only for the length of the contract and will exist only if auto-renewal is done.
- 11.2 YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD (IF APPLICABLE) FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** If you are paying with a credit card, you agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. If your issuing bank automatically provides us with an updated credit card, you agree that we may charge this new credit card for all amounts due to us without additional notice or consent. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable). If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full.
- 11.3 Credit Balance Account.** Your credit balance account has been established to cover incidental charges on your account that are not covered by your subscription fee. For example, international calls, toll free charges, Directory Assistance calls and taxes related to these calls are automatically charged to your credit balance account. A certain credit limit will be set on your account based upon your service plan and credit history. When the balance of your credit account reaches the credit limit, your account will be unable to make additional calls until the balance is paid down. You can make payments to reduce your credit balance account at any time by contacting our Billing department at [billing@voipoffice.com](mailto:billing@voipoffice.com). Any credit balance used as of your subscription renewal or monthly billing date will be charged to the payment method on file.
- 11.4 Credit Terms.** All Services provided to You and covered by the Agreement shall at all times be subject to credit approval or review by VoIP Office. You will provide such credit information or assurance as is requested by VoIP Office at any time. VoIP Office, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.
- 11.5 Discontinuation of Service for Nonpayment.** The Service to you may be denied or discontinued without notice at any time in the event you fail to make payment, your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide VoIP Office your payment method,

including credit card information if applicable. If the payment method is not resolved within 48 hours, VoIP Office will deactivate the Service. If your new payment method is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per minute calling plan at any time. You agree to pay all charges owed to VoIP Office, including but not limited to the reinstatement fee for reactivated services. In the event VoIP Office utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorney fees.

**11.6 Promotions.** VoIP Office may limit the number of promotions you may be eligible for in a given period. Promotions may be cancelled by VoIP Office at any time.

**11.7 Cancellation Policy.** The Cancellation Fee, if done prior to end of the contract period, is \$75 each line. The Phone Needs to be returned to VoIP office at any time the services are terminated. Upon termination it is customer responsibility to return the phones in working conditions

**11.8 Acceptable Use Policy.** You agree to comply with the VoIP Office Acceptable Use Policy ("AUP"), which is posted on our Web Site at and is incorporated into this Agreement with this reference. Changes to the AUP may be made at any time without notice to you and is effective the day following posting to our Website.

**11.9 No additional consent or notice is required to charge your credit card (if applicable) for all amounts due to us.** If your card is a combination credit card/debit card, you authorize us to use it automatically as a credit card instead of debit card. You agree that we may charge any new credit card for all amounts due to us without additional notice or consent, in case your issuing bank automatically provides us with an updated credit card. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable)., You will not be able to use the Service until your account is paid in full; if your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted.

**11.10** The purpose of credit balance account is to cover the incidental charges which are otherwise not covered by subscription fees. For instance, various charges such as toll free charges, international calls, directory assistance calls and taxes are charged to your credit balance account. Service plan and credit history will be considered as the basis to determine the credit limit. Upon consumption of the credit limit further calling will be terminated until the balance is paid. In order to reduce your credit balance accounts payments can be made by contacting our customer care department at [billing@voipoffice.com](mailto:billing@voipoffice.com) Any credit balance used as of your subscription renewal or monthly anniversary date will be charged to the payment method on file.

**11.11** All Services under this Agreement shall at all times be subject to credit approval or review by VoIP Office. All information such as credit information or assurance shall be furnished by you whenever the same is requested by VoIP Office. The credit can be discontinued at any time by the VoIP Office without any notice or require a deposit as the same is under the discretion of VoIP Office.

**11.12** In the event that you fail to make payment, or your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires, the Services to you may be denied or discontinued. In case during the ordering process or any regular monthly billing process your payment method fails, you shall within 24 hours provide your payment method to VoIP Office including credit card information if applicable. VOIP will deactivate the services in case the payment method is not resolved within 48 hours. The calling plan and billing cycle shall remain unchanged if the new payment method is approved within 24 hours. We reserve the right to modify the per minute calling plan at any time. All charges owed to VoIP Office shall be paid, including but not limited to the reinstatement fee for reactivated services. You shall agree to reimburse the expenses incurred by VoIP Office, including attorneys' fees in case VoIP Office utilizes the services of a collection agency or uses legal action to recover the dues.

**11.13** Customers are required to give us a notice of not more than 90 days from the date of contract expiration, for non-renewal decision.

**11.14 Extensions On Hold Policy:** VoIP Office offers an option to keep the un-used extensions on hold for \$10/extension/month till the completion of the contract.



## 12.MANAGEMENT OF YOUR DATA AND COMPUTER.

- 12.1 VoIP is not responsible for extending any kind of technical assistance and the entire responsibility of obtaining, installing, configuring and maintaining suitable equipment, including your computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer rests solely with you
- 12.2 The network performance is measured and monitored automatically by VoIP Office. In order to further provide customized technical support we shall record and access information about your computer's profile, setting and installation of software. In case any adjustments are to be made then the same shall be done after taking your consent. You also consent to VoIP Office's monitoring of your internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the service.
- 12.3 VoIP Office is free to set limits upon the size of the communication that VoIP Office transmits or stores and the duration for which VoIP Office stores any communications any time during the course of this Agreement with prior notice to you. There is no obligation upon VoIP to store your communication logs, e-mails, faxes, voicemails or other messages and therefore VoIP has no liability whatsoever for any kind of deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained or transmitted by the Services.

## 13.LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY, INDEMNIFICATION:-

### 13.1 Limitation on Warranties:

- 13.1.1 VoIP does not make any express or implied warranty of uninterrupted service or functioning of the Device and disclaims that the said Service and function will be free of any encumbrances like delays, interruptions, errors, degradation of voice quality or content and loss of data or information. It further disclaims any express or implied warranties of merchantability and/or fitness for a particular purpose.
- 13.1.2 VoIP has not authorized any other individual or entity to including but not limited to its employees, agents and representatives to make any kind of warranties on its behalf and you are hereby expressly cautioned against relying on any such warranty unauthorized made.
- 13.1.3 The customer agrees and accepts the Service and Device "AS IS" and is not entitled to any replacement or refund in case of a defect.
- 13.1.4 The provisions of this clause shall be applied to the fullest extent of law but if any portion of this clause is determined to be unlawful then it shall be construed to limit liability against VoIP to the fullest extent possible under law
- 13.1.5 VoIP does not and will not provide any credit for any interruption of service, including international calling services.

### 13.2 Limitation Of Liability.

In no event shall voip office be liable to you, your representatives or authorized assigns or anyone else for any incidental, direct, indirect, special, punitive, exemplary, or consequential damages, or for any damages for loss of data, loss of revenue or profits, relating to or arising out of the service, the use of or inability to use the service, the absence, delay, failure or outage of the service, the inability to dial 911 or e911 to access emergency service personnel, the inability to dial security, law enforcement or fire prevention/ protection services or systems, the device, the use of and/or inability to use the device, the installation of the device, and/or this agreement. Nor shall voip office be liable for any delay or failure to provide the service, including 911 dialing, at any time or from time to time, or for any interruption or degradation of voice quality caused by any reason including but not limited to the following: an act or omission of an underlying carrier, service provider, vendor or third party, equipment, network or facility failure, equipment, network or facility upgrade, service, maintenance, modification, shortage, or relocation, force majeure events such as but not limited to acts of god, adverse weather, strikes, fire, war, riot, government actions or terrorism, service, device, equipment, network or facility failure caused by the loss of power or internet service to voip office or customer, and any cause that is beyond voip office's control, including without limitation the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, including 911 dialing, or degradation of voice quality. Voip office shall not be liable for unauthorized access to voip office's or customer's transmission facilities or premises, equipment or for unauthorized access to, or alteration, theft or destruction of, customer's data files, programs, procedures, or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of voip office's negligence or other acts or omissions. Voip office's liability for any act or omission shall in no event exceed the service charges with respect to the affected time period. The limitations set forth herein apply to all claims founded in breach of contract, breach of warranty, product liability, tort, and any and all other theories of liability, and apply whether or not voip office was informed of the likelihood of any particular type of damage. Further, you agree to reimburse voip office for all costs and expenses related to the defense of any such claims, including attorneys' fees and litigation costs. The provisions of this section shall be applied to the fullest extent of the law, but if any portion of this section is determined to be unlawful, then this section shall be construed to limit liability against voip office to the fullest extent possible under the law.

### 13.3 INDEMNIFICATION.

You agree to defend, indemnify and hold harmless voip office against any and all liability for any such use that fails to comply with this agreement. You agree to defend, indemnify and hold harmless voip office from any and all claims and/or liability for damages, personal injury, death, fines, penalties, costs, expenses, losses, lost profit, lost revenue, property damage, attorneys' fees, and any and all other damages of whatever kind and nature relating to or arising out of the service, the use of or inability to use the service, the absence, failure or outage of the service, the inability to dial 911 or e911 to access emergency service personnel, the inability to dial security, law enforcement or fire prevention/ protection services or systems, the device, the use of and/or inability to use the device, the installation of the device, and/or this agreement unless the claims or causes of action arise from our gross negligence, recklessness, or willful misconduct. This section shall survive the agreement.

- 14. CONTENT.** All liability of the content transmitted by you using the Service or Device under these terms, shall be solely yours irrespective if you authorize it or not. You promise that you and anyone who uses the Service and all your and their content comply at all times with all laws, regulations, and written and electronic instructions for using the Service and the Device.
- 15. CONVERSATIONS.** Certain VoIP Office Services provide a function which allows you to record individual telephonic conversations; however the said function is subject to different laws and requirements under different jurisdictions. While using the said feature, the responsibility with all the local, Federal and State laws shall rest solely with you and VoIP Office expressly disclaims all liability with respect to using of the said feature and recording of conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify VoIP Office from and against any damages or liabilities of any kind related to your recording of any telephone conversations using the Services. However you give your consent to VoIP Office for recording any call between VoIP Office and you for VoIP Office quality control purposes control purposes.
- 16. CALEA.** VoIP Office intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). By using the Service, you hereby agree and consent to VoIP Office's right to monitor and otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.
- 17. FORCE MAJEURE.** VoIP Office 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, pandemic, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties as may occur in spite of VoIP Office's commercially reasonable efforts.
- 18. INTELLECTUAL PROPERTY RIGHTS.**
- 18.1 Any Software that is used or provided by VoIP Office to you in furtherance of the purpose of this Agreement shall remain the property of VoIP Office and all intellectual property rights therein shall stay protected under Copyright Law and other relevant International Treaties. You are neither authorised to copy the Software so delivered or any part thereof nor to not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks provided to you as part of the Service.
- 18.2 Our Website content, materials, services, logs, service marks and trademarks are all protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement of any of these will render you liable for civil and/or criminal prosecution.





## 19. MISCELLANEOUS LEGAL CONSIDERATIONS.

- 19.1 **Governing Law and Courts:** This Agreement, its terms, clauses, implementation and disputes shall be governed by the laws of the State of New York and all disputes between the parties arising out of this Agreement shall be subject to the jurisdiction of the federal and state courts exclusively held in Hyderabad, India.
- 19.2 **Waiver:** Save and except as expressly provided in this Agreement, no exercise or failure to exercise or delay in exercising any right, power or remedy vested in us pursuant to this Agreement shall constitute a waiver of that or any other right, or remedy. VoIP Office reserves all of its rights at law and equity to proceed against anyone who uses the Services or Device under this Agreement illegally or improperly. All determinations by VoIP Office under this Agreement and exercise of its rights are made and done in our sole and absolute discretion.
- 19.3 **No Third-Party rights:** This Agreement does not create any third-party beneficiary rights and therefore any individual or entity not a party to this Agreement does not have any remedy, claim, liability, reimbursement or cause of action.
- 19.4 **Entire Agreement:** This Agreement, along with all policies referenced herein constitute the final and entire agreement and understanding between the parties and is the complete and exclusive statement of its terms. This Agreement supersedes all prior agreement and understandings, whether oral or written, in connection therewith.
- 19.5 **Severability:** The invalidity or unenforceability of any one provisions of this Agreement shall not invalidate or render unenforceable the assignment of rights hereunder in its entirety and the balance of the provisions in this Agreement shall remain in effect. The parties agree to substitute in good faith all void or voidable portion or parts thereof by valid provisions.
- 19.6 The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.
- 19.7 You agree to comply fully with all applicable laws and regulations, including but not limited to the U.S. Export Administration Regulations.
- 19.8 You may not assign the Agreement, the Service or Device without our prior written agreement, while VoIP Office may assign all its rights or duties under the Agreement without notifying you and in that event VoIP Office will have no further obligations to you.

## 20. DISPUTE RESOLUTION

- 20.1 For a quick and satisfactory redressal of your concerns, you must first contact the VoIP Office Customer Care Department at [**Note: Please provide**] and provide in detail, including documents or analysis supporting your position, the basis of your claim. The Customer Care Department is obligated to revert with a redressal to your concern within 14 days, failing which the concern/disputes may be resolved by the process listed hereinafter.
- 20.2 **WAIVER OF JURY TRIAL. VOIP OFFICE AND YOU ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, VOIP OFFICE AND YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.**
- 20.3 **Waiver of Class Actions.** You and VoIP Office agree that you and VoIP Office 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.
- 20.4 **Statute of Limitations:** Every claim must be raised by you within (1) one year of the event leading to the cause of action (except for billing disputes), failing which the right to pursue such a claim shall be deemed as waived.



## 21. PRIVACY

21.1 VoIP Office Services rely on public Internet and third-party networks to transmit voice and other communications and therefore you acknowledge and represent that voice over Internet protocol communications are always subject to a breach at the hands of such third parties which is and will be outside the control of VoIP Office. To prevent such a use that may be fraudulent and/or in violation of this Agreement and for any other purpose, you grant VOIP the permission to access all features of your account and the Services and you also agree that VOIP shall not be liable for any lack of privacy as VOIP is committed to respecting your privacy relating to personally identifiable information. Once your personally identifiable information is shared with VoIP Office, it will not be sold, rented or leased to others and will solely be used in the context of the relationship between the Parties. However, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, VoIP Office may disclose personally identifiable information. For additional information, please refer to our Privacy Policy.

21.2 In case of any concerns or clarifications regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff can be emailed us at: **[Note: Client to provide]**

## 22. STANDARD TERMS/DEFINITION FOR THIS AGREEMENT

- 22.1 “**Device**” means a VoIP Office provided telephone, telephone adapter (“Adapter”), router, or other device used with the Services.
- 22.2 “**Documentation**” means user manuals and other documentation relating to the Services, which are made available to Customer by VoIP Office accessible via the Internet or in the form of printed media.
- 22.3 “**Software**” means any proprietary software owned by, licensed by, or which VoIP Office has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Services.

