

End-User Terms and Conditions

TERMS AND CONDITIONS OF SERVICE FOR END-USERS

This agreement (“Agreement”) is between Telco Depot Corporation d/b/a TelcoDepot.com (“Provider”, or “Telco Depot”) and the End-User (“End-User”) of the VOIP Phone service. Any Provider services or products (“Services”) made available to End-User shall be governed by the terms and conditions herein. By activating the Services, End-User acknowledges receiving, reading and understanding this Agreement and accepts the terms and conditions herein. End-User acknowledges that they are of legal age (18 years or older) to enter into this Agreement.

- 1. TERMS AND CONDITIONS** - The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by End-User, including, without limitation, purchase orders and specifications. Any additional, different, or conflicting terms and conditions on any such document issued by End-User at any time are hereby objected to by Provider, and any such documents shall be wholly inapplicable to any sale made or service rendered hereunder and shall not be binding in any way on Provider. No waiver or amendment to this contract or these terms and conditions shall be binding on Provider, unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of Provider. End-User agrees to use the VOIP Service in accordance with Telco Depot's [Acceptable Use Policy \("AUP"\), published on its website](#). Telco Depot reserves the right to make changes to the Acceptable Use Policy without notice.
- 2. TERM** - Unless otherwise indicated, the Service is month-to-month with no term. The term of this Agreement (“Term”) begins on the date that End-User purchases Services and continues monthly for the duration of the service period. At the end of each month, the Term is automatically renewed for the following month. End-User agrees to pay for Services for the duration of the Term. Expiration of the Term does not alleviate End-User of responsibility for paying all unpaid, accrued charges due hereunder.

3. 911 EMERGENCY DIALING

- 3.1. 911 Dialing** - Telco Depot's 911 Dialing will be implemented and operational with the Service. Service may not be used in any geographical area different from that reported to Telco Depot as the Customer's installation site. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. By using this Service, you authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers. [This website](#) provided by the FCC explains how VoIP works with the 911 system in greater detail.
- 3.2. Registration of Physical Location Required** - For each phone number that you use for the Service, you must register with Telco Depot the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address, and emergency personnel may be dispatched to the incorrect location. Always use your VoIP service only at the physical address that we have registered for you with e911.
- 3.3. Outages due to Electrical, Internet or other General Failures** - End-User acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VOIP network. End-User acknowledges that the Services will not function if there is an interruption of End-User's broadband or high-speed Internet access service.
- 3.4. Battery / Generator Backup Solutions** - In order to comply with [this FCC order](#), End-User acknowledges that battery backup is recommended with VoIP service, and Telco Depot recommend the End-User add a proper Uninterrupted Power Supply (UPS) to maintain their infrastructure.
- 3.5. Non-Voice Systems** - End-User acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. By consenting to these terms and conditions, End-User waives any claim against Provider for interruption or disruption of such systems by the Services.

3.6. Unprovisioned 911 Calls - For each billing cycle, if a Subscriber places one or more 911 calls but does not have a valid 911 address on file with Telco Depot, Telco Depot shall charge \$125.00 for each call placed. These charges are non-negotiable and Subscriber waives the right to dispute these valid charges.

4. BILLING, CHARGES AND PAYMENT - Upon purchase of the Service and delivery of the equipment, End-User must provide a valid form of payment (Credit Card or check) End-User authorizes Provider to charge the End-User for all charges arising from End-User's use of the Services. End-User agrees to notify Provider of any change to the credit card information including, but not limited to, changes in account number, expiration date or billing address. Provider shall not be responsible for any charges made by the credit card issuer or bank to End-User's credit card or checking account for exceeding credit limit, insufficient funds or other reasons.

4.1. Credit Terms - All Services provided to End-User and covered by the Agreement shall at all times be subjected to credit approval or review by Provider. End-User will provide such credit information or assurance as is requested by Provider at any time. Provider, in its sole discretion and judgment, may discontinue credit at any time without notice.

4.2. Invoicing - Provider will send or make available to End-User a monthly on-line invoice for the Services and bill all charges invoiced to End-User's account to the End-User. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid for the prior month of service, and any other applicable charges are billed at the end of each month's service.

4.3. Late/Non-Payment - If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined End-User credit card charges, Provider may suspend or terminate the Services and all accrued charges shall be immediately due. Provider may charge the End-User a \$30 late fee if payment is not received within 20 days of billing date. If End-User fails to pay Provider within 40 days of billing date, Provider has the right to disconnect the Services without notice and/or send to collection. Upon disconnect, End-User agrees to immediately pay all amounts owed to Provider. Provider reserves the right to charge End-User a \$75.00 re-establishment service fee. Upon disconnect a valid credit or debit card will be required to reinstate service.

4.4. Taxes - Prices for the Services include, if and/or applicable any sales, state and local, or other similar taxes.

4.5. Credit Allowances - End-User acknowledges and agrees that the Services are provided "as is, where is." Credit allowances are under the sole discretion of Provider.

- 4.6. Discounts and Promotions** - From time to time in its sole discretion, Provider may offer promotions or discounts on activation or other fees. Any promotion or discount codes must be entered by End-User upon purchase of the Services. End-User shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service.
- 4.7. Billing Disputes** - End-User must dispute any charges for the Services within thirty (30) days of receipt of the monthly on-line invoice or End-User waives any objection.
- 4.8. Tolls** - If applicable, every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network (“PSTN”) is subject to the then-applicable toll charges that are associated with the respective Plan ordered by End-User. Every call to or from Equipment using the Services that originates or terminates with a SIP service provider that is not affiliated or associated with Provider will also count as PSTN minutes and be subject to the then-applicable toll charges that are associated with the respective Plan ordered by End-User. As applicable, domestic long distance calls are billed in six (6) second increments. As applicable, calls to a phone number outside the United States and Canada to a non-Provider account will be charged at the current rates published on the Provider related website. The duration of each call from the US to international destination is to be calculated in six (6) second increments after a thirty (30) second minimum. As applicable, calls to Mexico are rounded to the minute.
- 5. TELEPHONE NUMBER** - Telephone numbers provided by Provider (“Number”) to the End-User shall be leased and not sold. End-User is not to use the Number with any other device other than the Equipment without the express written permission of Provider. Provider reserves the right to change, cancel or move the Number at its sole discretion. If, however, the End-User chooses to ‘port’ their existing phone number into the Provider VoIP service, the End-User shall also be able to ‘port’ the number out of the Provider network upon termination of service if the End-User has maintained an account in good standing with Provider.

- 6. PROHIBITED USES** - Any use of the Services or any other action that causes a disruption in the network integrity of Provider or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. End-User understands that neither Provider nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. End-User agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. End-User agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of Provider. Use of service shall not include certain activities including, but not limited to, any autodialing, robo calling, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential or small business usage, unless specifically agreed to otherwise in writing by Provider and End-User.
- 7. UNLIMITED USAGE PLANS; CHANGES TO THE AGREEMENT, SERVICES OR PLAN**
- 7.1.** “Unlimited” usage includes local and long distance calls to the U.S. (Hawaii and Alaska included) and to Canada. Unlimited usage includes up to 5000 minutes. Overage is billed at \$0.001 per minute. Provider reserves the right to review usage of unlimited minute usage plans to ensure that there is no End-User abuse of such plans. End-User agrees to use unlimited minute plans for normal voice calls and will not employ methods or devices to take advantage of unlimited plans by using service excessively or for means not intended by Provider. Provider may terminate service immediately if, in its sole discretion, End-User is abusively using the unlimited minute plan.
- 7.2.** Provider reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan (“Change of Service”). In the event of a Change of Service, Provider will post changes to this agreement on their website. Notice will be considered received by End-Users and such changes will become binding to End-Users, on the date the changes are posted to the website (“Change Date”), and no additional notice will be required.

- 8. TERMINATION** - End-User agrees to provide Provider with thirty (30) days notice of termination. End-User shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to Provider. Provider reserves the right, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, misuse of the Services in any way, End-User's breach of this Agreement, End-User's failure to pay any sum due hereunder, suspected fraud or other activity by End-User that adversely affects the Services, Provider, Provider's network or other End-Users' use of the Services. Provider reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and End-User agrees that Provider's determination is final and binding on End-User. Provider may require an activation fee to change or resume a terminated or suspended account.
- 9. PRIVACY** - Provider utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, Provider cannot guarantee the security of voice and video communications of End-User. Provider is committed to respecting End-User's privacy. Once End-User chooses to provide personally identifiable information, it will only be used in the context of the End-User's relationship with Provider. Provider will not sell, rent, or lease End-Users' personally identifiable information to others. Unless required by law or subpoena or if End-User's prior permission is obtained, Provider will only share the personal data of End-User with business partners that are acting on Provider's behalf to complete the activities described herein. Such Provider entities and/or national or international business partners are governed by Provider's privacy policies with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Provider may disclose personally identifiable information.
- 10. TECHNICAL SUPPORT** - Provider will make available technical support to End-Users via telephone and e-mail for the Services. Support for other applications and uses is not provided or implied unless agreed to in writing by Provider and End-User.
- 11. BREACH** - In the event of End-User's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, End-User shall reimburse Provider for all attorney, court, collection and other costs incurred by Provider in the enforcement of Provider's rights hereunder and Provider may keep any deposits or other payments made by End-User.
- 12. INDEMNIFICATION** - End-User agrees to defend, indemnify and hold Provider, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.

- 13. DISCLAIMER OF CONSEQUENTIAL DAMAGES** - In no event shall Provider or its vendors be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use services or products provided hereunder whether due to a breach of contract, breach of warranty, the negligence of Provider or its vendors or otherwise.
- 14. WARRANTY AND LIABILITY LIMITATIONS** - Provider makes no warranties, express or implied, including, but not limited to, and implied warranties of merchantability or fitness for a particular purpose. Neither Provider nor its vendors will be liable for unauthorized access to Provider's or End-User's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of End-User's data files, programs, procedures or information through accident, fraudulent means or devices, or and other method, regardless of whether such damage occurs as a result of Provider's or its vendors' negligence. Any claim against Provider must be made within 90 days of the event of the claim and Provider has no liability thereafter. Provider's liability is limited to repair, replacement, credit or refund. Provider may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than Provider. In no event shall Provider's total liability hereunder exceed the amounts paid by the End-User to Provider in the prior twelve (12) months from the date of claim.
- 15. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE** - Upon expiration, cancellation or termination of the Services, End-User shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to End-User by Provider or its vendors.
- 16. SOFTWARE COPYRIGHT** - Any software used by Provider in connection with the Services and any software provided to End-User in conjunction with providing the Services are protected by copyright law and international treaty provisions. End-User may not copy the software or any portion of it.

17. NOTICES - Provider communicates with its End-Users primarily via email. Notices to End-User shall be sent to the email address specified by End-User at the time of registration for the Services or as subsequently specified by End-User (“Email Address”). End-User is responsible for notifying Provider of any Email Address changes. End-User agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that End-User read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.

18. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL) - Provider shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of Provider that may occur in spite of Provider’s best efforts.

19. GOVERNING LAW / RESOLUTION OF DISPUTES

19.1. Mandatory Arbitration - Any dispute or claim between End-User and Provider arising out of or relating to the Service or Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules . The arbitrator’s decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

19.2. Governing Law - The Agreement and the relationship between you and Provider shall be governed by the laws of the State of New York without regard to its conflict of law provisions. End-User and Provider agree to submit to the exclusive jurisdiction of the courts located within the state of New York for purposes of entering any arbitration award hereunder or for any other litigation hereunder. The failure of Provider to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. End-User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

20. ENTIRE AGREEMENT - The terms and conditions of this Agreement constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of Provider and End-User.

21. INTERPRETATION OF AGREEMENT - No provision of this Agreement will be interpreted in favor of End-User or against Provider by reason of the fact that Provider has drafted this Agreement.