

# Terms and Conditions

The www.800-usa.com web site provides its Services (“Services”) to you (“Customer”, “you” or “end user”) subject to the following conditions.

If you visit or shop at our website or any other affiliated websites, you affirmatively accept the following conditions. Continued use of the site constitutes the affirmative agreement to these terms and conditions.

Company reserves the right to change the terms, conditions and notices under which the Company sites and Services are offered, including but not limited to the charges associated with the use of the Company sites and Services.

## **1. Electronic Communications**

When you visit Company’s website, customer portal(s), or send Email to us you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by Email or by posting notices on this site or in the customer portal. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **2. Intellectual Property**

All content (on www.800-usa.com) such as text, graphics, logos, button icons, images, data compilations and software, is the property of Company and is protected by intellectual property laws.

## **3. Jurisdiction**

Customer agrees to the exclusive jurisdiction of the courts in the United States of America for any and all disputes arising out of or relating to Company’s Services of these Terms and Conditions, or concerning the validity or enforceability of these Terms and Conditions.

## **4. Limits of Liability**

Company shall not be liable for any delay or failure to provide service(s) at any time. In no event shall Company, its officers, Directors, Employees, Shareholders, Affiliates, Agents or Providers who furnishes Services to customer in connection with this agreement or the service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, loss of revenue, profits or anticipated profits, or damages arising out of or in connection to the use or inability to use the service. Further, in any event, the liability of Company to Customer for any reason whatsoever shall be limited to a credit in an amount not to exceed the amount paid by the Customer for Company’s service for the period of time of any event or occurrence that gives rise to the claim by Customer. The limitations set forth herein apply to claims founded in Breach of Contract, Breach of Warranty, Product Liability, or Tort and any and all other liability and apply whether or not Company was informed of the likelihood of any particular type of damage.

## **5. Our Right to Change the Terms and Conditions & Your Related Rights**

Without notice we can change any part of the Company Terms and Conditions, including but not limited to: (1) how we calculate charges and apply any given discounts; (2) how we provide service coverage; (3) how we utilize technology to provide you Service; (4) and your terms of Service. In

response to the Terms and Conditions changes, you have the right to terminate Service(s). Any access fees or charges due to your continued use of our Services after the effective date of change, hereby are your sole responsibility, in which, you agree to pay. Customer agrees to indemnify and hold harmless Company, its officers, employees and affiliates for losses or third party claims arising from Customer's use of the Services.

## **6. Our Right to Suspend or Terminate Services**

At any time for any reason without notice, we can suspend or terminate any Service(s) for the following reason(s) that warrant such action: (1) if you violate or breach or abuse the Company Terms and Conditions; (2) if a law enforcement request or other government order is in effect and you reject or fail to respond; (3) if you harass, offend, or threaten our employees; (4) if you use Services to violate any state or federal laws or laws of any other competent jurisdiction in any manner; (5) failure to pay for Service(s), submission of insufficient funds or the dispute of credit card charges; (6) you provide false or inaccurate information upon the activation of your account; (8) you violate our Acceptable Use Policy ("AUP"); (9) "Spoofing" or falsely (or deceptively) displaying outbound Caller ID (CID) to any payment numbers, utility company numbers, police numbers, government agency numbers, or any other emergency service number.

The action we take upon any of these matters is done to protect our interests, the interests of our customers, and other parties.

## **7. Warranties**

ALL PRODUCTS AND SERVICES ARE SOLD "AS IS." 800-USA MAKES NO WARRANTIES OF ANY KIND, WRITTEN OR IMPLIED, FOR ITS PRODUCTS OR SERVICES.

## **8. Service Level Agreement (SLA)**

Company does not provide a Service Level Agreement of any kind, written or implied, for its Services.

## **9. Refund Policy**

We offer full refunds on remaining pre-paid balance upon request for all payments made within 30 days. We do not offer refunds for monthly subscriptions such as Local numbers, Toll Free numbers, 911 registration, etc. There will be no refunds for one-time/setup fees or for custom vanity toll free number request fees. We may offer refunds (minus shipping) for hardware devices returned within 30-days of purchase (from Company) if the hardware has been identified to be defective by our support department. Refunds for hardware devices will only be issued once the defective device has been returned (in good condition) back to Company. Customer is responsible for all shipping charges related to the return of the defective device back to Company.

## **10. Privacy Policy**

Company is authorized to collect information from you in connection with your use of our Services. Generally, Company is authorized to collect the personal information that we need to provide you with our Services. We do not collect your personal information for any other purpose without your consent. When you establish an account for services, we collect information such as your name, address, and telephone number, as well as information used for billing, payment, and any other information we may need to establish and service your account. When you first order Services, and when you request any subsequent changes or updates to your Services, Company may collect information about the service options that you have chosen. Company may also collect your personal information when you contact us: for example, if you ask for support or maintenance, have

questions about your bill, send us e-mails, respond to our surveys or e-mails, engage in chat sessions with us, register for information, or participate in promotions or contests.

We make every reasonable effort to protect customer privacy. Nevertheless, we may be required by law to disclose personal information about a customer without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant. We may also use or disclose personal information about you without your consent to enforce our rights in court or elsewhere, or directly with you, and for violations of the Service's terms of service and policies.

WE WILL ASSUME THAT YOU DISAPPROVE OUR SHARING OF THIS INFORMATION WITH THIRD PARTIES FOR MARKETING PURPOSES OR USE OF THIS INFORMATION IN MARKETING NON-COMMUNICATIONS SERVICES, UNLESS YOU CONTACT US AND PROVIDE WRITTEN APPROVAL. WE RETAIN THE RIGHT TO USE YOUR PERSONAL INFORMATION FOR INTERNAL BUSINESS PURPOSES OR WHERE REQUIRED BY LAW.

## **11. CPNI**

You have the right under Federal Law and we have a duty to protect the confidentiality of your Customer Proprietary Network Information "CPNI", which includes information about the telecommunications Services you use including: (1) the quantity; (2) type and location; (3) technical configuration; (4) and other subscriber information found on your bill. To further protect your information, we implement safeguards and contact authentication procedures in protecting your CPNI. We generally rely on contacting the pre-established primary account holder as the standard authentication measure. Only authorized users that are listed on the account can communicate with Company representatives and receive information regarding the account.

## **12. Payment Terms**

12.1 Company provides a prepaid service. A positive balance must be kept on your account to keep your products and Services active. If your service is suspended for negative balance you will be required to make a payment higher than the negative balance to reactive Services. Customer agrees to pay any and all charges that customer incurs while using Company's service, including any and all applicable taxes and fees.

12.2 If Company receives a "chargeback" or payment reversal request from your bank/credit card company or Pay Pal for a payment that was made on your account your ability to use that method for future payments will be suspended. Any payment(s) that receives a chargeback request will be immediately deducted from your account balance. All chargebacks issued to the account will incur a \$25 handling fee per incident.

## **13. Conditions of use**

13.1. Company unlimited local DID (US & CA) packages are intended for residential use only. Company unlimited local DID packages include the use of 4 simultaneous channels and include a maximum of 4000 inbound minutes per month.

13.2. Company Link retail accounts are limited to a maximum of 10 simultaneous inbound and outbound calls. These limits may be increased per request at the discretion of Company.

13.3. Company does not allow calls originating from Payphones to toll free numbers on its network by default. If you require this feature you will need to contact our support department.

13.4. Anyone can call us using our toll free number (800-800-4321)

13.5. Company, at its sole discretion, may charge a \$2/number port-out fee for any number being moved to another provider.

13.6. All calls placed through Company's network to United States lower 48 States ("US48/Canada" ("CA") destinations are billed in 6/6 second increments unless otherwise stated. All international destinations including extended domestic are billed in 30/6 increments. All calls to Mexico including NEA & Mobile are billed in 60/60 increments.

13.7. Use of Company's Services for telemarketing, broadcast faxing, delivery of unauthorized or unsolicited advertising, promotional materials or solicitations is strictly prohibited. Failure to abide by these terms will result in immediate account termination.

13.7.1 Caller ID "spoofing" i.e. placing calls to the Company network with randomly generated 10-digit phone numbers set as the outbound caller ID or any number not owned by the customer is prohibited. Failure to abide by these terms will result in immediate account termination.

13.8. Company reserves the right to request the following documentation for verification purposes: A copy of the original credit card (last 4 numbers shown) that was used to establish the account along with valid photo identification such as a passport, state driver's license or other government issued identification.

13.9. Any account that is closed (due to non-payment or at the customer's request) has sixty (60) days from the suspension/cancellation date to port-out any local, international, toll free, vMobile, or vFax numbers. Any remaining numbers (or other Services like CNAM, e911, etc.) on the customer account after the sixty (60) days will be considered abandoned and deleted.

13.10. It is the customer's responsibility to remove/delete any number (local, toll free, international, vmobile, or vfax) that has been ported away to another provider or that is no longer in use. Failure to remove numbers from your account under these circumstances will result in continued monthly billing for those Services.

13.11. At Company's sole discretion we may charge a LNP resubmit fee for any number(s) that have been submitted for porting and rejected due to incorrect information such as address, contact, main billing number, etc. A fee may also be charged for cancellation or change to an existing number port request that has been successfully processed with a FOC (Final Order Completion) date.

13.12. If customer mistakenly ports out a DID there may be a fee (up to \$150 per number) to retrieve or "snapback" the number from the winning carrier.

13.13. Company does not get notified by the underlying carriers (CLECs) when a number is ported away from our network.

13.14. It is the sole responsibility of the customer to secure access to Customer's SIP endpoints (VoIP phones, ATA's, PBX's, soft-switches, soft-phones, etc.). Customer will be responsible for all traffic received from any SIP end point or sub account registered on Customer's account.

13.15. Any Customer-requested support ticket that does not receive a response from the Customer within 48 hours of the last Company agent's response will automatically be closed. Customer can re-open ticket from within the customer portal.

## **14. Disputed Charges**

If Customer in good faith disputes any charges, Customer shall submit to Company within ten (10) days following receipt of such disputed charges, the written documentation identifying the disputed charged amounts. The Parties shall investigate the disputed charges and upon mutual agreement, Company shall issue a credit against future charges. Failure to dispute a charge within ten (10) days of the posting of that charge will create an irrefutable presumption of the correctness of the charge, absent manifest error.

## **15. Third Party Product/device Configuration**

15.1. It is the Customer's responsibility to properly configure Customer's servers and or devices for use with Company Services. Company does not offer free technical assistance for third party devices which may include but not limited to PBX Servers/Switches, IP Phones, and ATA Adapters.

15.2. Company does offer paid technical configuration and setup assistance at a billable rate of \$125/hour. If you need assistance configuring your third party device, PBX, or SIP trunks please

contact our sales department at 800-800-4321 (option 1). Please Note that due to the overwhelming number of third party devices on the market PSG engagements are not guaranteed.

## **16. General Complaints**

Please send reports of activity in violation of these Terms & Conditions to support@800-usa.com. Company will reasonably investigate incidents involving such violations. Company may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may create criminal and civil liability.

# **E911 Terms & Conditions**

## **Definitions**

911 = Emergency call service typically used for delivering emergency calls to a public safety access point.

PSAP = Public Safety Answering Point

VoIP = Voice over IP

DID = Direct Inward Dial aka 10-digit local telephone number

ECRC = Emergency Call Relay Center

# **E911 Terms & Conditions**

## **1. Minimum Requirements**

Due to FCC rulings and regulations, all customers who are using Company Services as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one (DID) per location.

## **2. E911 for VoIP Service Limitations**

2.1. Enhanced 911, the portion of our 911 service which delivers physical address information to your local PSAP is not guaranteed. It is possible that your physical address information may not be passed to the PSAP dispatcher due to one or more reasons. On occasions such as this you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.

2.2. Enhanced 911 service is not available to every location within the United States at this time. For locations where E911 is not currently available, you will be required to announce the location of your emergency to the PSAP or 911 dispatcher.

2.3. Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will complete. Loss of power, loss of Internet access, device failure, and/or numerous other conditions may cause E911 to be inoperable. We have no control over those types of situations therefore are not held liable. Company will do everything within its power to prevent service outages within its network or any other circumstance that would prevent successful E911 call routing.

2.4 It is highly recommended you have secondary phone service as a backup in case an E911 call cannot be placed to the Company network for any of the reasons listed above.

## **3. Placing E911 calls on the Company Network**

3.1. In order to place an E911 emergency call on the Company network your VoIP device (phone, ATA, softphone, PBX, etc.) must be properly connected and have dial tone. If you are not sure how

to connect your VoIP device(s) please visit the support section in the Company customer portal or contact our support team at 800-800-4321 option 2.

3.2. To ensure any E911 call is routed properly you must set your outbound caller ID value to the specific 10-digit number (DID) you are purchasing E911 service for. This is how the Company network identifies you and your location to determine which PSAP the call get routed to.

***NOTE: Failure to set the correct caller ID value will result in a non-refundable \$85 ECRC surcharge per each E911 call.***

#### **4. Updating E911 Service Location Information**

4.1. It is your responsibility to ensure the E911 service physical address is accurate and complete when registering your number to the 911 system. It is also your responsibility to update your physical address in the E911 system when you move or when the primary VoIP phone/device is moved from location to location (nomadic). Updating your address information can be achieved in the Company customer portal.

***NOTE: Failure to register a valid physical address to the number you are calling from will result in a non-refundable \$85 ECRC surcharge per each E911 call.***

4.2. E911 registration confirmation can be achieved by dialing "811" on the Company network and sending the correct 10-digit caller ID (CID). If the registration was successful you will hear an automated voice repeat your 10-digit phone number back to you.

#### **5. Limitations of Liability**

With the exception of gross negligence, customer agrees that Company, its contractors, executives, members, customers, agents, employees, carriers, E911 providers, and any anyone else associated with Company will not held liable for emergency calls failing. Customer further agrees that Customer will notify its customers, contractors, agents, employees, associates, friends, family, neighbors, and anyone who may need to access the Company E911 service through customers VoIP equipment the limitations of the service as noted above in paragraph 2.