

Terms of Service Agreement

BETWEEN: **Colorado VoIP Communications residential customers** (hereinafter referred to as the "Customer"), and **Colorado VoIP Communications LLC** (hereinafter referred to as "CVC"),

1. VoIP:
 - a. VoIP is an acronym that stands for Voice over Internet Protocol. This service is a best effort service that relies upon the internet, which is out of the control of CVC. Under normal circumstances the service will provide a reliable and good quality communication path; however, the overall reliability of the circuit to always be available cannot be guaranteed. By establishing an account or using the Services of CVC Customer agrees to be bound by this Agreement and to use the Services in compliance with this Agreement and other policies. The following terms and conditions shall apply to all Customers subscribing to CVC VoIP Service. This agreement is part of and shall be incorporated into the Terms and Conditions.
 - b. In utilizing CVC Services, Customer agrees to adhere to the terms and conditions policy and this agreement as CVC may modify it from time to time.
 - c. In the event of an inconsistency or conflict between other policies, the provisions of this Agreement shall govern.
2. 911 Disclosure:
 - a. VoIP Phone Service: Service (including 911 calling) will not function during a power outage and may not function during network congestion. Use of 911 service permitted only at a CVC local phone exchange service address, otherwise 911 calls will not route directly to a 911 operator. Customers should secure an alternative to 911 service.
 - b. VoIP 911 service is different from traditional 911. The Enhanced 911, or E911, service that is available to CVC Customers has the ability to deliver the address, name and phone number of Customers phone to the Public Service Answering Point.
 - c. This information is delivered from a database that requires up to 1 day to update once the new information is provided. Each phone line Customer must register a physical address with CVC. Using Customers phone "offsite" and dialing 911 will deliver an incorrect address.
 - d. If Customer moves, or moves Customers VoIP service to a new physical address, it is Customers responsibility to notify CVC of the new physical address immediately.
 - e. If Customer does not provide CVC with the proper address and require the use of emergency services, Customers E911 calls will appear with Customers old

address information resulting in emergency crews being dispatched to the last registered physical address.

- f. VoIP phones and VoIP equipment do not work without power. In the event of a commercial power outage, Customers phone service will not work without Customer providing the electricity locally to power the equipment.
3. Service Distinctions:
- a. VoIP service is not a telecommunications service. This service is subject to different regulatory treatment than telecommunications service.
 - b. Events beyond our control may affect Customers service such as power outages, fluctuations in the internet, and outages/issues with upstream backbone providers, etc. CVC is not liable for issues with any underlying carrier.
 - c. This service does not support 0+ or operator assisted calling, including collect calls, third party billing calls, 900 or calling card calls. Our service may not support x11 services in all calling areas (211, 411, etc.).
 - d. Customer acknowledges that only CVC approved equipment can be established on our network. Any other equipment is not supported and will be rejected as non-network compliant.
 - e. By signing up for this service through CVC, Customer waives all claims against interference or disruption of these services and equipment. We do not guarantee the service of modems and faxes over the VoIP system. Some devices work fine communicating with this type of service, while others do not.
 - f. CVC is required by law to cooperate with law enforcement and investigative government agencies. When a lawful request is made by a law enforcement or relevant government agency we are required to disclose Customers name, phone number, credit information and other personal information about Customers account, use of service, length of service, IP address etc. to the requesting agency.
 - g. **International Calling:** CVC plans do not allow international calling, this is setup for the Customers protection. If Customer would like to establish communication internationally, please notify CVC. Extra charges will occur for international calls. The rates depend on the destination of the call.
4. Devices:
- a. Only pre-approved devices will be allowed on the CVC network. To establish if a device is approved will require one of two steps.
 - i. If the device was purchased from CVC it is automatically pre-approved.
 - ii. If the device was not purchased from CVC then it will have to be approved by a CVC technician before being allowed onto the CVC network.
 - b. The devices that meet CVCs criteria will have to be programmed for setup by a CVC technician.
 - c. Setup costs for approved devices is included in the setup fee.

5. Billing:
 - a. **All phone usage payments will be through a pre-pay account with made through PayPal via CVCs website portal.** No other forms of payments will be accepted for phone usage payments.
 - b. We will only give account information to registered account holders. Please make sure to notify, in writing to CVC of any representatives Customer allow to make administrative changes to the account.
 - c. **Payment Policies and Terms:** All phone usage payments are made by Customer as seen fit by Customer. The account can be filled at any time.
 - d. Accounts remaining below the minimum balance for sixty (60) days shall be deemed delinquent. Delinquent accounts shall be placed on “accounting hold” and services to the Customer shall be suspended. For any Customers’ account that has been placed on suspended service a customer can reactivate Customers services after the account has come to a balance higher than a monthly minimum.
 - e. No refunds will be provided for pre-pay accounts.
6. Termination:
 - a. Customer may terminate an account by submitting a request for termination via telephone, in person, email, or lack of minimum funds in the account. Without prior notice, CVC may terminate this TOS, Customers password, Customers account, or Customers use of the Services, for any reason, including, without limitation, if CVC, in its sole discretion, believes Customer has violated this agreement, our policies, or any of the applicable user policies, or if Customer fails to pay any charges when due.
 - b. CVC may provide termination notice to Customer by US Mail, email, or by telephone.
7. Additional Fees
 - a. All service calls, whether performed on-site, via telephone, or remote computer control will be billed at \$75/hour.
 - b. Customer agrees to pay a mileage/travel fee for on-site visits for all service calls by a CVC technician at the IRS standard mileage rate.
 - c. Customer will not be charged for service calls, whether performed on-site, via telephone, or remote computer control, if the ultimate cause of the failure was determined to be CVC system failure. Determination of cause will be left to the discretion of the CVC technician. Customer agrees to abide by CVC’s determination.
 - d. Any and all fees may be waived at the discretion of CVC.
8. Equipment:
 - a. Unless purchased, all equipment and standard mounting equipment will at all times remain the property of CVC. Customer may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party.

- b. Customer shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by CVC in obtaining or attempting to obtain possession of any such equipment.
 - c. On termination of this Agreement, Customer will return equipment that is owned by CVC. Customer will be billed retail prices for any/all equipment not returned when service is cancelled by either party.
- 9. System Maintenance:
 - a. CVC reserves the right and explicit authority to administer and maintain the integrity of the VoIP network provided to its Customers. If the service requires server upgrades, system wide changes, etc. CVC will perform the necessary maintenance as required and without warning.
 - b. During unscheduled maintenance Customers may experience active sessions being dropped by the system.
 - c. Scheduled maintenance will occur between 7pm and 4am at CVCs discretion.
 - d. Random call quality samples can take place to ensure data integrity at CVCs discretion. CVC will make reasonable effort to notify Customer if large amounts of data will be sampled. Any data collected will be destroyed immediately after call quality has been established. CVC will not share data with any third party without direct Customer approval for troubleshooting VoIP related issues.
- 10. Porting DID(s)
 - a. Porting is the transference of Customers DID(s) from one controlling agency to the next. After the controlling agency accepts the port, CVC and Customer acknowledge the porting process is now fully beyond their control.
 - b. Porting commonly takes place between 10 days – 30 days for completion. Customer acknowledges that circumstances beyond control of CVC may delay or cause the rejection of the port.
 - c. Costs associated with porting are \$25 per DID.
- 11. **Contract:** Customer is not under any contract and can leave the service of CVC at any time.
- 12. **Entire Terms of Service:** This Terms of Service constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Terms of Service is held to be invalid or unenforceable for any reason, the remaining terms of service of this terms of service shall remain in full force and effect. By purchasing service(s) from CVC Customer agrees to this terms of service.