



**126 S. Main St. Frankenmuth, Mi. 48734**

## **VoIP – Terms of Service Agreement**

### **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 Virtel Voice LLC. 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 Virtel Voice LLC you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy, and other policies. The following terms and conditions shall apply to all customers subscribing to Virtel Voice LLC Digital Voice (VoIP) Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy.
- b. In utilizing Virtel Voice LLC VoIP Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Virtel Voice LLC modify it from time to time.
- c. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

### **2.) 911 Disclosure**

- a. Virtel Voice LLC 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 Virtel Voice LLC 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 Virtel Voice LLC customers has the ability to deliver the address, name and phone number of your phone to the Public Service Answering Point (PSAP) in your County.
- c. This information is delivered from a database that requires up to 4 days to update once the new information is provided. If you move your VoIP phone to a different address, updating the E911 database requires additional effort on your part. For each phone line you must register a physical address with Virtel Voice LLC.
- d. If you move, or move your VoIP service to a new physical address, it is your responsibility to notify Virtel Voice LLC of the new physical address. Please make sure that the physical address on your application is the correct physical address where your phone will most often be used.
- e. If you do not provide Virtel Voice LLC with the proper address and require the use of emergency services, your E911 calls will appear with your old address information resulting in emergency crews being dispatched to the last registered physical address.
- f. VoIP adapters do not work without power. In the event of a commercial power outage, your phone service will not work without you providing the electricity locally to power the equipment.
- g. E911 surcharges will be charged on your monthly statement.

### 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 your service such as power outages, fluctuations in the internet, and outages/issues with upstream backbone providers, etc.
- 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. You acknowledge that our service may not be compatible with all non-voice communications equipment, including, but not limited to home security systems, satellite television systems, fax machines, computer modems, medical equipment, etc.
- e. By signing up for this service through Virtel Voice LLC, you waive 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. Virtel Voice LLC 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 your name, phone number, credit information and other personal information about your account, use of service, length of service, IP address etc. to the requesting agency.
- g. **International Calling:** Current service plans include calling to the United States and Canada. Call our office for international rates.

### 4.) Billing

- a. Electronic billing is done once per month; full payment is due 14 days after the invoice date. Payments can be mailed to our office or payments can be made on line. Complete payment and account history can be accessed through Virtel Voice's online billing system.
- b. We will only give account information to the registered account holder.
- c. **Payment Policies and Terms:** Payment by Subscriber shall be due to Virtel Voice LLC within 14 days of receiving the invoice. A **late payment fee** shall be assessed on any account not paid by the due date.
- d. Accounts remaining unpaid for sixty (60) or more days shall be deemed delinquent. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscribers' account that has been placed on suspended service, there shall be due a **Fifty Dollar (\$50.00) reconnection charge** to reactivate Subscribers Services after the arrearage has been paid.
- e. In the event any balance is not paid as agreed, the undersigned agrees to pay any applicable collections fees. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees.
- f. **A Forty Five Dollar (\$45.00) fee will be added to the subscriber account in the event of any bank returned check. In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.**

### 5.) Termination

- a. Subscriber may terminate this Agreement by submitting a request for termination ( U.S. Mail or telephonically) to the addresses listed in this agreement. Requests received prior to close of business shall have a termination date of the next business day.
- b. Without prior notice, Virtel Voice LLC may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including,

without limitation, if Virtel Voice LLC, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due.

c. Virtel Voice LLC may provide termination notice to you by email or US Mail to the address you provided for the Services. .

7.) **Additional Fees:** In the event that special construction or networking is needed or requested by the customer, additional technical labor is billed at \$85.00/hr.

9.) **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.