

## **SRO Systems VOIP – Terms of Service Agreement**

This Agreement is between SRO VOIP, dba SRO Systems (“Provider”) and the undersigned user (“End-User” or “Subscriber”) of the Service. Subscription to and payment for SRO VOIP service constitutes a contract between End-User and SRO Systems. In utilizing SRO VOIP service, End-User and Provider agree to adhere to the terms and conditions set forth in this Agreement.

### **1. TERMS AND CONDITIONS**

The terms and conditions stated herein replace any terms and conditions set forth in any other document. No waiver or amendment to these terms and conditions shall be binding on Provider, unless made in writing expressly stating it is such a waiver or amendment and signed by a duly authorized representative of Provider.

### **2. TERM**

Unless otherwise indicated, the Service is month-to-month with no term. The term of this Agreement begins on the date End-User purchases Services and continues monthly for the duration of the service period. At the end of each month, Term is automatically renewed for the following month unless End-User provides Provider, prior to the end of the current Term, notification of intention to terminate service. 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 charges due hereunder.

### **3. PAYMENT POLICIES AND BILLING DISPUTES**

Payment shall be due to Provider when the invoice is received. A late payment fee may be assessed on any account not paid by the last business day of the month. Accounts unpaid for ninety (90) or more days may be placed on “hold” and services suspended until the account is paid in full. For any suspended Subscriber account, there may be a reconnection charge to reactivate Services. End-User must dispute any charges for the Services within thirty (30) days of receipt of the monthly invoice or End-User waives any objection.

### **4. TOLLS**

Every call to or from Equipment using VOIP Service may be subject to applicable charges associated with the respective Plan ordered by End-User. Where applicable, calls are billed in six (6) second increments. Calls to numbers outside the United States and Canada will be charged at the rates published on a Provider related website and will be provided on request.

### **5. 911 EMERGENCY DIALING**

With E911 service, Subscriber’s number and registered address are sent to the Public Service Answering Point assigned to Subscriber’s location when 911 is dialed to provide operator information required to send help. By using this Service, you agree to provide SRO accurate location information and authorize us to disclose this information to parties involved with providing E911 service. If you move to another location, it is your responsibility to notify SRO Systems of the new physical address. If you do not register a new location, calls made using the E911 dialing feature may be sent to an incorrect emergency center and emergency personnel dispatched to the incorrect location. Any fees or fines resulting from inaccurate geographical data may be billed to your account.

### **6. OUTAGES DUE TO ELECTRICAL, INTERNET OR OTHER FAILURE**

End-User acknowledges that VOIP services will not function in the absence of electrical power, access to the Internet or other on or off premise failures outside of End-User or Provider control. End-User acknowledges that VOIP Services are not necessarily compatible with non-voice or automatic dialing systems including security systems, medical monitoring, satellite television and

facsimile. By consenting to these terms and conditions, End-User waives any claim against Provider for interruption or disruption of such systems.

## **7. TELEPHONE NUMBER**

Phone numbers provided by Provider to End-User shall be leased and not sold. Provider reserves the right to change, cancel or move numbers which it provides at its discretion. If, however, the End-User chooses to 'port' an existing phone number to Provider, End-User shall also be able to 'port' the number out of Provider network upon termination of service. Provider will in no case prevent Subscriber's existing phone number from being transferred to a new provider.

## **8. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT**

End-User shall not use or modify Equipment provided by Provider except as provided for use with Provider VOIP service. End-User is responsible for lost, stolen or broken Equipment and may be required to purchase replacement Equipment to continue service. End-User shall immediately notify Provider of any lost or stolen Equipment and shall cooperate with Provider in reasonable aspects to eliminate unauthorized use of the Equipment. At Provider's sole option, failure to report lost or stolen equipment in a timely manner will cause End-User to be responsible for service fees accrued until the time that Provider is informed of the loss or theft and can effect termination of the Services.

## **9. PROHIBITED USES**

Use of the Services which causes a disruption in the network integrity of Provider or its vendors is prohibited and may result in termination of Services. End-User agrees that it will not knowingly use the Services in ways which violate local laws, infringe the rights of others or would 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 use and shall not resell or transfer the Services or Equipment without advance written permission of Provider. Use of Service may not include some activities including, but not limited to autodialing, fax broadcast, fax blasting, telemarketing or any activity that would be inconsistent with residential or small business usage.

## **10. TERMINATION**

End-User may terminate this Agreement by submitting a request for termination to Provider via US mail or telephone thirty (30) days prior to termination date. End-User shall be responsible for the full monthly service fee for the month during which the notice of termination of service is submitted. End-User understands SRO Systems may terminate this Agreement, End-User account, and use of the Services without prior notice for violation of this Agreement and that Termination for violation of this Agreement may be subject to termination fees. On expiration or termination of this Agreement, Subscriber will return equipment owned by SRO Systems. Customer may be billed retail prices for any/all equipment not returned when service is terminated. Subscriber shall pay the retail cost of, or the repair or replacement cost of any lost, stolen, unreturned, damaged or sold equipment.

## **11. CANCELLATION**

Provider agrees to release and/or 'port' End-User phone numbers upon cancellation of Service or End-User written request. End-User is aware that canceling VOIP service before porting phone numbers to a new provider may result in inability to transfer the number.

## **12. PRIVACY**

Provider is committed to respecting End-User's privacy. End-User understands Provider utilizes the public Internet and third party networks to provide communication services. Accordingly, Provider cannot guarantee the security of communications of End-User and neither Provider nor its vendors are responsible for the content of the transmissions that may pass through the Internet or the

Services. Provider agrees Subscriber's personally identifiable information will only be used in the context of End-User's relationship with Provider and that Provider will not report, sell, rent, or lease End-Users' personally identifiable information to others unless explicitly required by law. End-User understands Provider may be required by law to cooperate with law enforcement and investigative government agencies. If a lawful request is made by a law enforcement or relevant government agency, Provider may be required to disclose Subscriber's personally identifiable information or information about Subscriber's account or use of Service to the requesting agency.

### **13. WARRANTY, LIABILITY LIMITATIONS AND INDEMNIFICATION**

Provider makes no warranties, express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose. Neither Provider nor its vendors will be liable for unauthorized access to or alteration, theft or destruction of End-User's data, regardless of whether such damage occurs as a result of Provider's or its vendors' negligence. Provider's liability is limited to repair, replacement of equipment, credit or refund. 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. In no event shall Provider or its vendors be liable for any special, incidental, indirect, punitive or consequential damages including but not limited loss of revenue or profits arising out of or in connection with the use or inability to use Provider Services.

### **14. NOTICES**

Provider communicates with its End-Users via phone, email and postal services. Notices to End-User shall be sent to the address specified by End-User at the time of registration for the Services or as subsequently specified by End-User. End-User is responsible for notifying Provider of any mailing or email address changes. Email may be used to communicate important information about the Services, billing, changes to the Services or other information. The information may be time-sensitive in nature. It is required that End-User read mail and email sent regarding VOIP services in a timely manner in order to avoid any potential interruption in the Services.

### **15. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL)**

Provider shall not be liable for any delay in performance or unavailability of Service 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 that may occur in spite of Provider's best efforts.

### **16. GOVERNING LAW**

The Agreement between End-User and Provider shall be governed by the laws of the State of California. End-User and Provider agree to submit to the jurisdiction of the courts located within the state of California for purposes of entering any arbitration or litigation hereunder. If any provision of the Agreement is found by a court to be invalid, the parties agree that the other provisions of the Agreement remain in full force and effect.