

# **VoIP Advantage™ Telephone Service Agreement, Acceptable Use Policy, and Terms of Service 01-01-2021**

This governs *VoIP Advantage Telephone Service* ("VoIP Advantage Service" or "VoIP Advantage Services" or "Services") a service of Rayfield Communications, Inc. ("RCI"), provided to the customer, ("you" or "your") and you agree to be bound by it ("Agreement").

## **GLOSSARY OF TERMS:**

FCC	Federal Communications Commission
CPNI	Customer Proprietary Network Information
CALEA	Communications Assistance for Law Enforcement Act
VoIP	Voice Over IP

**1. TERM OF AGREEMENT:** This Agreement has an initial term of one month (the "Initial Term") and will continue on a month-to-month basis thereafter. After the Initial Term, either party may terminate this Agreement upon thirty (30) days' written notice. The Initial Term begins the day your Services are successfully installed by RCI, as recorded in its database. If RCI cannot successfully deliver *VoIP Advantage Service*, this contract is considered null and void without penalty or cost.

**2. PAYMENT:** The rates for *VoIP Advantage Service* ("Rates") are set forth in the attached Rate Schedule (rates shown on Rate Schedule do not include taxes and other government-related fees). The Rates will be in effect for the Initial Term and may be changed by us after the end of the Initial Term by giving you written or e-mailed notice of the new Rates at least thirty (30) days before their effective date. In addition to the Rates, RCI will bill you for all required federal, state, county, and local taxes, and any other charges, which may include, but not be limited to, the following:

Sales Tax (State, County, City)  
Federal Universal Service Fee  
State Universal Service Fee  
State Public Service Commission Fee  
City Telephone Tax  
911 Emergency Services Fees

Any taxes and fees charged will be shown as line items on your monthly bill.

Charges for *VoIP Advantage Services* will begin when *VoIP Advantage Services* are installed. Billing will be generated on the 5th day of each month and will be due by the 25th of each month. Your first bill may include a pro-rated amount of charges for the period of time beginning with the first day of activation and ending on the 1st day of the following month. Payments due may be made by eCheck or any major credit card or debit card or by regular bank check if you have been pre-approved for that payment method. Note that any changes to your *VoIP Advantage Service* plan may result in changes to your *VoIP Advantage Service* pricing.

**3. DEFAULT AND REMEDIES:** You will be considered in Default of the Agreement:

- 1) if payment for any *VoIP Advantage Service* has not been made within five (5) days after we have sent you a notice via e-mail that such payment is overdue and
- 2) for any other breach of this Agreement that is not remedied within ten (10) days after notice of such breach.

If you are in Default of this Agreement, we may terminate all *VoIP Advantage Services* under this Agreement without further notice to you and you will be charged a termination fee of \$50. Late payment will carry a fee of \$10.00. Payment will be considered late if payment is made with expired credit & debit cards or returned bank drafts (eChecks or regular Checks). *Note: Some government agencies can not make payments during certain times of the year. Delayed payments due to circumstances such as this will not be considered late.*

**4. CANCELLATION:** You have the right to cancel your *VoIP Advantage Service* at any time. Your *VoIP Advantage Service* will be de-activated at the end of the month in which we receive notice from you that you want to cancel. Once you have accepted *VoIP Advantage Service*, if you are dissatisfied with *VoIP Advantage Service* in any way, your sole remedy is to cancel your account. Equipment purchased separately is your property. However, if you received any equipment as part of this Agreement and you cancel your *VoIP Advantage Service*, all such equipment must be returned to RCI, in good working condition, within fifteen (15) days of cancellation of *VoIP Advantage Service*. You may receive a pro-rated credit for equipment returned in the original packaging and in good working

condition. If any such equipment is not returned to RCI within thirty (30) days of cancellation of *VoIP Advantage Service*, you will be billed for the full retail price of that equipment. To cancel your account you must call Customer Service at 1-800-743-9711.

You agree to immediately notify RCI of any unauthorized use of your account and/or any attempted, failed, or successful security breach of which you are aware. You may not allow unauthorized users to connect to your *VoIP Advantage Service* and you may not resell your *VoIP Advantage Service*. Any such actions will result in the immediate cancellation of your account.

**5. CREDIT:** All services and performance of work covered by this Agreement shall at all times be subjected to credit approval or review by RCI. You will provide such credit information or assurance as is requested by RCI at any time. RCI, in its sole discretion and judgment, may discontinue credit at any time without notice.

**6. RCI EMERGENCY CALLING SERVICES - 911 AND E911 DIALING:** 911 is the official national emergency number in the United States. Dialing 911 quickly connects a caller to a Public Safety Answering Point dispatcher ("Dispatcher") trained to route that call to the local emergency medical, fire, and law enforcement agencies.

**(A) Required Registration of Address.** Many, but not all, 911 systems now automatically report the telephone number and address of 911 calls made from wire line phones ("E911"). If E911 is available within your 911 system, it will work with *VoIP Advantage Service* **only if you register the physical address where you will be using VoIP Advantage Service with that phone number.** If you move the Equipment to another address, any call that you make using the E911 system may result in emergency service being sent to the registered address rather than the new address. It is your responsibility to provide RCI with a valid physical address where the VoIP equipment and *VoIP Advantage Service* will be installed for each telephone number assigned to your account, before *VoIP Advantage Service* is activated. If the VoIP equipment and devices are moved to a different physical address, it is your responsibility to immediately notify RCI of the new physical address for 911/E911 services, preferably before the equipment is moved, so that RCI can research the 911/E911 status of the new physical address, prior to any 911 calls being made from that address. In some cases, a new telephone number will need to be assigned to your account, in order to avoid potential 911 fees.

If you move the Equipment to another address, without immediately notifying RCI of your new physical address, RCI may be assessed a fee by its underlying carriers, of up to \$250 for every 911 call that is made from your new address using your *VoIP Advantage Service*. If this occurs, and you have not notified RCI of your change in Equipment address, any fees charged to RCI by its underlying carriers may be passed on to you. RCI will not be liable for any damages resulting from a 911 call that is routed to the wrong public safety answering point as a result of a customer's failure to update the physical address of their VOIP phone equipment.

Customers found making "prank" 911/E911 calls may also be subject to *VoIP Advantage Service* suspension, fees, or termination.

**(B) Other Limitations.** 911 services will not function if your equipment, or any other equipment through which a 911 call is processed, fails or is not configured correctly or if your *VoIP Advantage Service* is not functioning for any reason, including, but not limited to: a loss of electrical power or power outage, broadband service (internet service) outage, or suspension or disconnection of your *VoIP Advantage Service*. If there is a loss of power or power outage, you may be required to reset or reconfigure your Equipment prior to being able to use your *VoIP Advantage Services*, including for 911 purposes. 911 calls may not connect to the PSAP, or may improperly ring to the administrative line of the PSAP, which may not be staffed after hours, or by trained 911 operators, or 911 calls may correctly connect to the PSAP, but not automatically transmit the user's phone number and/or location information. There may be a greater possibility of 911 calls not going through, or taking longer to be answered, due to network congestion, as compared to traditional 911 dialing over traditional public telephone networks.

**(C) Disclaimer, Indemnity.** RCI does not have any control over whether, or the manner in which, calls using RCI's 911 dialing service are answered or addressed by any local emergency response center. RCI disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. RCI relies upon third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. RCI disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. RCI disclaims all liability for any *VoIP Advantage Service* outage and/or inability to dial 911 using your *VoIP Advantage Service* or to access emergency service personnel due to the 911 dialing characteristics and limitations set forth in this Agreement. You agree to defend, indemnify, and hold harmless RCI, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with *VoIP Advantage Service*, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party or user of *VoIP Advantage Service* relating to the failure or outage of *VoIP Advantage Service*, including those related to 911 dialing.

**(D) Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 dialing service, you should consider having an alternate means of accessing 911 services or disconnecting *VoIP Advantage Service*.

**7. VoIP Advantage Service DISTINCTIONS:** *VoIP Advantage Service* uses VoIP (Voice Over IP) technology and is not a telecommunications service. It is provided on a best efforts basis. *VoIP Advantage Service* is not available in all locations. RCI shall have no liability for claims arising out of its failure or refusal to complete installation or provisioning of *VoIP Advantage Service*.

**(A) Regulatory Distinctions.** *VoIP Advantage Service* is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

**(B) Privacy and Security.** *VoIP Advantage Service* utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that RCI cannot guarantee that VoIP is completely secure. RCI respects your privacy and treats the content of all communications as private, except as provided in this Agreement or as may be required by law.

**(C) International Service.** We do not presently offer or support *VoIP Advantage Service* in any countries other than the United States. *VoIP Advantage Service* is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of Voice Over IP services, RCI does not represent or warrant that use of *VoIP Advantage Service* by you is permitted by any other jurisdictions or by any or all ISPs. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. We reserve the right to disconnect your *VoIP Advantage Service* immediately if we determine, in our sole and absolute discretion, that you have used *VoIP Advantage Service* or equipment furnished by us in violation of laws of jurisdictions outside the U.S.

**(D) Interruptions in Service.** *VoIP Advantage Service* is provided via networks, facilities and equipment that provide the accepted industry standard levels of usability, quality and connectivity as per Federal and State Regulatory requirements. Things beyond our control may affect *VoIP Advantage Service*, such as power outages, fluctuations and congestion on the internet, and your underlying broadband Internet service. Other things may also affect *VoIP Advantage Service*, such as scheduled and/or emergency maintenance. RCI does not guarantee uninterrupted usability, quality or connectivity of *VoIP Advantage Services*. You may experience an intermittent, partial or complete interruption in usability, quality or connectivity (collectively, "service disruption") of *VoIP Advantage Services* provided by RCI. RCI will act in good faith to minimize disruptions to your use of and access to *VoIP Advantage Service*.

**(E) Port Blockage.** Your internet or broadband provider or other third party may intentionally or inadvertently block the ports over which *VoIP Advantage Service* is provided or otherwise impede the usage of *VoIP Advantage Service*. In the event that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your *VoIP Advantage Service* is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your *VoIP Advantage Service*, including the 911 dialing feature, may not function.

**(F) Power or Internet Outage.** You acknowledge and understand that *VoIP Advantage Service* does not function in the event of interruption of your broadband or high speed Internet access service, or in the event of power failure. Should there be an interruption in the power supply, *VoIP Advantage Service* will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing *VoIP Advantage Services*.

**(G) Alarm Systems and Medical Monitoring.** If you have an alarm system and *VoIP Advantage Service* installed on the same telephone line with high speed DSL Internet service, you may experience trouble with the alarm service. RCI suggests that you test your alarm system after *VoIP Advantage Service* is installed. You should check with your alarm company for the test procedure. If your test reveals that the security system is not working, you will need to contact your alarm company for assistance. RCI will be available to consult with your alarm company, if needed.

You acknowledge that *VoIP Advantage Service* should not be used as your primary method to monitor medical equipment. You further acknowledge that some providers of broadband internet service may provide modems that prevent the transmission of communications using *VoIP Advantage Service*.

**8. VoIP EQUIPMENT AND INSTALLATION.** Any VoIP equipment to be used with *VoIP Advantage Service*, that is PURCHASED BY YOU and SOLELY YOUR PROPERTY, will be subject to the warranties, terms, remedies, and conditions of the manufacturer of that equipment. If the VoIP equipment does not work, and *VoIP Advantage Service* is otherwise available to you, you must contact the equipment manufacturer for assistance, troubleshooting, technical support or remedies. RCI will not be responsible if such equipment does not work properly with *VoIP Advantage Service*.

**9. ACCOUNT SECURITY.** You are solely responsible for use of *VoIP Advantage Service*. You must notify RCI immediately upon discovering any unauthorized use of your account.

**10. PRIVACY POLICY and MONITORING.** RCI will not share, use, or disclose personal or account information or your usage information of *VoIP Advantage Service*, except where allowed for under the CPNI rules and regulations of the FCC. These rules do allow for such information to be provided to partners or vendors, when this is necessary for the provisioning and providing of services to a customer. By accepting this Agreement, you give your consent to RCI for such use of your personal or account information or your usage information of *VoIP Advantage Service*, for this purpose only.

RCI has no obligation to you to monitor *VoIP Advantage Service* but may do so and disclose information regarding use of *VoIP Advantage Service* only within the bounds of the rules and regulations of the FCC and any other local, state, or federal government agencies with respect to CPNI and the Communications Assistance for Law Enforcement Act (CALEA) or any other privacy laws.

**11: Acceptable Use Policy.** The *VoIP Advantage Service* shall not be used for any illegal, fraudulent, improper, or abusive purpose or in any way that interferes with the ability of RCI to provide high-quality service to other customers, prevents or restricts other customers from using the *VoIP Advantage Service*, or damages any property of RCI or any other customer. If RCI finds that you are using the *VoIP Advantage Service* for any of the prohibited uses in this Agreement, RCI may at its sole discretion terminate your Service and charge you any applicable fees for the Services used plus damages caused by your improper use.

**Prohibited uses include, but are not limited to:**

- Behavior that is illegal, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.
- Sending unsolicited messages or advertisements, including voicemail, SMS, or faxes (commercial or otherwise) ("spamming"), or otherwise sending bulk and/or junk voice mail, SMS, or faxes.
- Creating a false Caller ID identity ("ID spoofing") or forged SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the *VoIP Advantage Service*.
- Using an auto dialer to initiate large numbers of outbound calls, often referred to as 'robocalling'.
- Transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties.
- Violating any U.S. or foreign law regarding the transmission of technical data or software exported through the Services.
- Using the *VoIP Advantage Service* in any way that interferes with other customers' and third parties' use and enjoyment of the *VoIP Advantage Service* or use the *VoIP Advantage Service* in any manner which disrupts, prevents or restricts any other customer from using the *VoIP Advantage Service*.
- Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid this Acceptable Use Policy.

**12. INDEMNIFICATION** You agree to defend, indemnify and hold harmless RCI from and against all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from (a) any violation of applicable laws, regulations, tariff or this Agreement by you (or anyone who uses your account, with or without your permission); (b) the use of *VoIP Advantage Service* (or anyone who uses your account, with or without your permission); (c) negligent or intentional acts, errors or omissions by you (or anyone who uses your account, with or without your permission); (d) injuries to or death of any person and damages to or loss of any property, which may in any way arise out of or result from your obligations under this Agreement or your use of *VoIP Advantage Service*, except to the extent that such liabilities arise from the willful misconduct of RCI; or (e) claims for infringement of any intellectual property rights arising from your use of *VoIP Advantage Service*.

**13. DISCLAIMER OF WARRANTIES.** Rayfield Communications, Inc. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, Rayfield Communications, Inc. MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911).

**14. LIMITATION OF LIABILITY.** Rayfield Communications, Inc.'s LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES IN REGARDS TO INTERRUPTIONS OF *VoIP Advantage Service*, FOR MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE PROVISION OF *VoIP Advantage Service* SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRO-RATA CHARGES TO YOU FOR THE PERIOD DURING WHICH *VoIP Advantage Service* WAS AFFECTED.

**15. CONSEQUENTIAL DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

IN THE EVENT A JURISDICTION DOES NOT ALLOW ANY OF THE ABOVE EXCLUSIONS OR LIMITATIONS OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIABILITIES AND WARRANTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

**16. NOTICES.** RCI communicates with customers using *VoIP Advantage Service*, primarily via email. Notices to you shall be sent to the email address specified by you at the time of registration for *VoIP Advantage Services* or as subsequently specified by you ("Email Address"). You are responsible for notifying RCI of any Email Address changes. You agree that sending a message to the Email Address is the agreed upon means of providing notification. The Email Address is used to communicate important information about *VoIP Advantage Services*, billing, changes to *VoIP Advantage Services* and other information. The information is time-sensitive in nature. It is required that you read any email sent to the Email Address in a timely manner in order to avoid any potential interruptions in *VoIP Advantage Services* provided hereunder.

**17. FORCE MAJEURE.** RCI shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of RCI as may occur in spite of RCI's best efforts.

**18. CHOICE OF LAW** This Agreement is governed by and construed under the laws of the State of Missouri and applicable federal law, without regard to choice of law principles. You acknowledge and agree that Missouri courts have jurisdiction over this agreement, that Greene County, Missouri is an appropriate place for venue of any litigation, and that all litigation, to the extent possible, shall be in Greene County, Missouri.

**19. NO CHANGES** You may not modify or assign this Agreement without written permission from RCI. RCI may modify or assign this Agreement at its sole discretion.

**20. SEVERABILITY.** If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.

**21. ACCEPTANCE AND ACKNOWLEDGEMENT.** Use of the *VoIP Advantage Telephone Service* constitutes your acceptance of and agreement to fully comply with all terms in the *VoIP Advantage Telephone Service Agreement, Acceptable Use Policy and Terms of Service* document and you acknowledge that you are aware of and understand the limitations that may exist with regards to VoIP (Voice Over IP) 911/E911 service.

Rayfield Communications, Inc. reserves the right to terminate or modify this Agreement at any time.