

## Terms and Conditions for using TELESPEX's VoIP services and website. Updated September 20th, 2021.

**By visiting or shopping at our website, or any other affiliated websites, or use our services, or receive this form electronically, you affirmatively accept the following conditions. Continued use of the site and/or our services constitutes your affirmative agreement to the terms and conditions set forth below on this document.**

**Please review the terms and conditions prior to proceeding as we will not be responsible for the lack of knowledge to common questions and issues addressed within. This includes important information regarding configuration assistance for third party devices, PBX systems, Hosting Services, Payments and Refunds. TELESPEX does not provide technical assistance on devices not purchase from TELESPEX, BYOD devices, switches, and on ISP connections.**

This site is owned and operated by TELESPEX ("we", "us", "our", "TELESPEX"). TELESPEX provide services to you ("Customer", "Customers", "you" or "end user") and is subjected to the following conditions.

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

### 1. Electronic Communications

1.1. When you visit our websites or send Email to us, or fax signed documents to us, you are communicating with us electronically. You consent to receive communications with us electronically. We will communicate with you by Email or by posting notices on our websites. 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. Copyright

2.1. All content on this site, such as text, graphics, logos, button icons, images, data compilations and software, is the property of TELESPEX and is protected by international copyright laws. The compilation of all the content on telespex.com is the exclusive property of TELESPEX and protected by international copyright laws. All software used on this websites is the property of TELESPEX and is protected by international copyright laws.

### 3. Services & Conditions

3.1. TELESPEX shall not be held liable for any delay or failure to provide service(s) at any time. In no event shall TELESPEX, its officers, Directors, Employees, Shareholders, Affiliates, Agents or Providers who furnishes services to customers in connection with this agreement or the services be liable for any direct, incident, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, lost of revenue, profits or anticipated profits, or damages arising out of or in connection to the use or inability to use the service. The limitations set forth herein apply to the claimed founded in Breach of Contract, Breach of Warranty, Product Liability, Tort and any and all other liability and apply whether or not TELESPEX was informed of the likelihood of any particular type of damage.

3.2. TELESPEX makes no warranties of any kind, written or implied, to the service in which TELESPEX provide.

3.3. TELESPEX provides prepaid services only. You must keep a positive balance to retain services with TELESPEX. You must pay all negative balances within 21 days. You agree to keep a positive balance in your account at all times and agree to pay the rate for which you've signed up for. You agree to pay any and all charges that you incurs while using TELESPEX services.

3.4. TELESPEX does not allow calls originating from Payphones to toll free numbers.

3.5. 411 Directory Assistance calls, 211, 311, 511, 611 and 811 calls are not allowed with TELESPEX.

3.6. Use of TELESPEX 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 and service termination.

3.7. You agrees to the exclusive jurisdiction of the courts of Denver County in the state of Colorado, and Santa Clara County in the state of California in the United States of America for any and all legal matters.

3.8. Violation of any state or federal laws or laws for any other competent jurisdiction may result in immediate account and service termination and/or disconnection of the offending services.

3.9. TELESPEX reserves the right to terminate services at any time with or without notice; especially if you are found to be in violation of these Terms & Conditions. You agree that TELESPEX shall not be liable to you or to any third party for any modifications, suspension or discontinuance of services.

3.10. Due to the nature of this industry and high credit card fraud rate, TELESPEX reserves the right to request the following documentation for verification purposes; A photo copy of the credit card used to establish the account along with valid photo identification such as a Passport, Drivers License or other Government issued identification.

3.11. All customers are required to reside in the USA for several reasons including but not limited to: Appropriate Tax/fees collection, 911 emergency services, fraud prevention...etc. A verification code may be post-mailed to the customer for US address verification.

#### 4. Product Configuration

4.1. All technical matters, system programming, and system modification need to be address to TELESPEX directly. Changes that will incur additional costs must be requested in writing by the authorized account holder, or the customer who's name the account is under.

Customers who purchased devices/hardware elsewhere are responsible to configure, program and maintain those devices/hardware. TELESPEX will not provide troubleshooting for devices and hardware that were not purchased from TELESPEX. However, TELESPEX will provide best-effort support or consulting.

#### 5. Refund Policy

5.1. TELESPEX will not issue any refunds for unused or prepaid portions of a Month-to-Month Service Plan (M2M), of a Rent-to-Own Service Plan (RTO), of a Yearly Service Plan (Y2Y), or on any devices or hardware purchase.

#### 6. Site Policies, Modification & Severability

6.1. We reserve the right to make changes to our website, policies, and the Terms & Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### 7. General Complaints

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

#### 8. Call Detail Reports

8.2. Since itemized Call Details Reports and Billing Statements are not provided automatically you may request this Premium Service to be added to your account.

#### 9. Cancellation of Services

9.1. In order for Services to be terminated or canceled a written notification via email must be submitted to TELESPEX or by using other documentable methods.

9.2. Porting your services to another provider does not automatically cancel your services with TELESPEX. The customer must contact us to cancel services.

#### 10. Cancellation Policy: We want your business to succeed

10.1. Telespex has No Early Termination Fees.

10.2. Month-to-Month Plans (M2M) can be canceled anytime. A refund will not be issued for any unused or prepaid portions of the billing month.

10.3. Rent-to-Own Plans (RTO) automatically switches to a M2M plan once the RTO period is fulfilled. RTO Plans can be canceled anytime. A refund will not be issued for any unused portions of the billing month. All phones operating under the RTO Plan must be returned within 10 business days or the remaining balance of the purchase price must be paid in full at the time of cancellation.

10.4. Yearly Plans (Y2Y) can be canceled anytime. A refund will not be issued for any unused or prepaid portions of the billing year.

#### Unlimited Plans Reasonable Use Policy

**Some of TELESPEX plans are offered on an "Unlimited" basis. All unlimited plans are subject to the following conditions:**

- May only be used for normal business use
- Are provided only for live dialog between two individuals
- Exclude international calling, which is available for an additional per/min fee
- Exclude Toll-Free inbound calls which is available for an additional per/min fee
- Are issued on a "one (1) user per line basis," meaning that only one registered user may be assigned to use the services for any one line.
- Trunking or forwarding your TELESPEX number to another phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX), or a key system, Spamming or blasting (e.g., sending 100 or more bulk and/or junk voicemails simultaneously) are not allowed.
- Bulk call-in lines (e.g., customer support or sales call centers, "hotlines", 900 numbers, sports-line numbers, etc.) are not allowed.
- Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) are not allowed.

TELESPEX reserves the right upon prior notice to disconnect or suspend your Service if we determine that your use of the Service violates this Reasonable Use Policy. TELESPEX reserves the right to add to, modify or amend the Reasonable Use Policy at any time for any reason in its sole discretion.

## Robocall Mitigation and Control Policy

In compliance with FCC 20-136 Call Authentication Trust Anchor, TELESPEX prohibits the use of Robocallers and/or Robocall devices, Robocall activity, including high-volume-short duration (HVSD) phone calls. TELESPEX does NOT allow customers to change their Caller IDs for spoofing purposes. The use of such devices and attempts to override Call-IDs will result in the immediate termination of services. TELESPEX will cooperate with local, state and federal authorities in such investigations.

## Call Recording Laws

Telephone recording laws are laws that govern the civilian recording of telephone conversations by the participants. Recording by government or law enforcement (wiretapping) are usually covered by distinct laws.

Federal law requires that at least one party taking part in the call must be notified of the recording (18 U.S.C. §2511(2)(d)). For example, it would be illegal to record, without notification, the phone calls of people who come into a place of business and ask to use the telephone. Several states require that all parties consent when one party wants to record a telephone conversation. Many businesses and other organizations record their telephone calls so that they can prove what was said, train their staff, or monitor performance. This activity may not be considered telephone tapping in some, but not all, jurisdictions because it is done with the knowledge of at least one of the parties to the telephone conversation. The telephone recording laws in most U.S. states require only one party to be aware of the recording, while other states require both parties to be aware. It is considered better practice to announce at the beginning of a call that the conversation is being recorded.

Telephone recordings are governed by federal law and by mainly two types of state laws:

All-Party Consent states:

Some states currently require that all parties consent to the recording: California, Connecticut, Florida, Hawaii (in general a one-party state, but requires two-party consent if the recording device is installed in a private place), Illinois, Maryland, Massachusetts, Montana (requires notification only), New Hampshire, Pennsylvania, and Washington. (However section 3 of the Washington law states that permission is given if any of the parties announces that they will be recording the call in a reasonable manner if the recording contains that announcement.)

One-party consent states:

All other states (and the District of Columbia) not listed above require only that one party consent.

Illinois courts have ruled that "eavesdropping" only applies to conversations that the party otherwise would not have been able to hear, thereby effectively making it a one-party consent state. However, there still appears to be confusion and debate over the law.

The Michigan Court of Appeals ruled in 1982 that participants in a conversation may record a discussion without getting the permission of other participants. The ruling stated that eavesdropping only applies to: "a third party not otherwise involved in the conversation being eavesdropped on". This is because the law uses the wording, "the private discourse of others", rather than the wording, "the private discourse of others or with others". Michigan law is often misinterpreted as requiring the consent of all parties to a conversation.

The California Supreme Court ruled in 2006 that if a caller in a one-party state records a conversation with someone in California, that one-party state caller is subject to the stricter of the laws and must have consent from all callers (cf. Kearney v. Salomon Smith Barney Inc., 39 Cal. 4th 95). However, non-disclosure recordings by one of the parties can legally be made if the other party is threatening kidnapping, extortion, bribery, or other felony violence. Also included is misdemeanor obscenity and threats of injury to persons or property via an electronic communication device (usually a telephone). All threats must be directed towards one's self or family members and not third parties. (California Penal Code § 633.5)

Accepted forms of notification of recording by a telephone company:

The Federal Communications Commission defines accepted forms of notification for telephone recording by telephone companies as:[citation needed]

Prior verbal (oral) or written notification of all parties to the telephone conversation.

Verbal (oral) notification before the recording is made. This is the most commonly used type.

An audible beep tone repeated at regular intervals during the call.

## TELESPEX E-911 Terms and Conditions, and System Maintenance Hours

### e911 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

Due to recent pursuant FCC rulings and regulations, all customers who are using TELESPEX services as their primary residential or business telephone carrier must activate 911 Emergency Services on their DIDs. 911/e911 service is included with Unlimited Plan services.

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. 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.

Enhanced 911 service is not available to every location within the United States at this time. For locations e911 is not currently available you will be required to announce the location of your emergency to the PSAP dispatcher.

Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will complete. Loss of power, Internet access and/or several other conditions may cause 911 services to be inoperable, therefore we cannot be held liable. TELESPEX will do everything within their power to prevent service outages within its networks. TELESPEX does not monitor the connectivity of individual phones and will not notify you if a phone loses connectivity with the server. It is your responsibility to ensure all phones have proper utilities (ie. power, network and internet access) and to contact

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TELESPEX for further troubleshooting if despite the proper utilities your phone/s still doesn't work. The TELESPEX support team will troubleshoot the problem to resolve issues with your phones. It is your responsibility to troubleshoot your network and/or power related issues onsite, as TELESPEX does not provide IT services.

By using TELESPEX Enhanced 911 service, you agree that TELESPEX, its contractors, executives, members, customers, agents, employees, carriers, 911 providers, and anyone else associated with TELESPEX is not held liable for emergency call failures, even if it is determined that it is the fault of TELESPEX or its associates. You further agree that you will notify your customers, contractors, agents, employees, associates, shareholders, partners, and anyone who may use the e911 service of our limitations and have them agree to not hold TELESPEX liable.

### System Maintenance

To ensure optimal system performance backups of the systems and network are conducted daily. Daily backups are performed between 12am and 3am and on Saturdays from 9:45pm to 3:00am US Pacific Standard Time (UTC-08). Upgrades and other maintenances may also be conducted during these hours without notice. You can expect your phone services to be unavailable during these hours, including 911 services. Please make sure to have an alternate communications method available during the backup and maintenance hours.

### Credit Card Authorization & System Modification Requests

Your credit card statement will reflect charges from **TELESPEX** for Measured and Unlimited Plans.

**TELESPEX does not send a monthly invoice or bills. All transactions are processed automatically via Credit Card only. If you require your payment to be processed manually your payment will incur a \$15 processing fee.**

You authorize TELESPEX to process your credit card automatically. Further, you authorize the use of your credit card for 1-time and recurring charge related to TELESPEX services, including but not limited to: Some options and for ordering specific types of phone numbers.

### TELESPEX Payment Policy

#### - Month-to-Month paying customers:

- TelespeX only offers an auto-pay payment collection system for Month-to-Month paying customers.
- A valid credit card is required for auto-pay to work each month.
- A receipt will be sent to the email address on file. If you do not receive receipts please contact us to update your communication email address.
- A notice will be sent via email informing you in the event of a billing failure.
- If a payment fails to process automatically and the account is not paid within 10 days a Late Fee of \$20 will be added to your bill for that month.
- Your account will be suspended at 21 days past due and all incoming and outgoing calls will be disabled. An additional \$50 reactivation fee will be added to the bill. To reactivate your account the past due monthly Service Fee, the \$20 Late Fee and the \$50 Reactivation Fee will be required.
- If the account reaches 45 days past due it will be considered abandoned. The account will be deleted. A \$150 setup fee plus the past due amount will be required to reclaim your number and to setup a new account. TelespeX will recreate the account on the same number. But the extensions numbers may be different and all settings and recordings will need to be re-created/re-recorded.
- If your account reaches 60 days past due your account will be permanently closed. Your phone number will no longer be available to reclaim. You will lose your phone number/s permanently. The number will be returned to the public phone number pool and will be available to the public to register, own and to utilize.

#### - Yearly paying customers:

By processing a single annual payment, customers who pay annually receive a service discount for helping us conserve resources. To be eligible for annual service discount:

- An invoice will be sent to you via email each year for your renewal.
- Your invoice must be paid by the due date.
- Payments will be considered late if received 10 days after the due date on the invoice, and a Late Fee of \$20 will be added to your bill.
- Your account will be suspended at 21 days past due and all incoming and outgoing calls will be disabled. An additional \$50 reactivation fee will be added to the bill. To reactivate your account the original Invoice amount, the \$20 Late Fee and the \$50 Reactivation Fee will be required.
- If the account reaches 45 days past due it will be considered abandoned. The account will be deleted. A \$150 setup fee plus the past due amount will be required to reclaim your number and to setup a new account. TelespeX will recreate the account on the same number. But the extensions numbers may be different and all settings and recordings will need to be re-created/re-recorded.
- If your account reaches 60 days past due your account will be permanently closed. Your phone number will no longer be available to reclaim. You will lose your phone number/s permanently. The number will be returned to the public phone number pool and will be available to the public to register, own and to utilize.

### Credit Card Chargeback, returned (bounced) check, or if your account is flagged as 'high-risk':

In an event of a chargeback, a returned check, or if your account is flagged as 'high-risk' the account holder will be subject to the following payment policies:

- All returned checks (echecks and paper checks) will incur a \$25 processing fee.
- The account holder may be required to make payments using a credit card or crypto-currency from that point on.
- Crypto-currency payments are subject to \$20 and a 4% processing fee will be added to the total amount due each billing cycle.
- Crypto-currency transactions must be marked 'Confirmed' within 24 hours to be considered paid on the date submitted.
- Accounts that are past due by 14 days will become suspended.

- If the account reaches 30 days past due it will be considered abandoned. The account will be deleted. A \$150 one-time setup fee plus the past due amount will be charged to reclaim your number and to setup a new account. Telespex will recreate the account on the same number. But the extensions numbers may be different and all settings and recordings will need to be re-created/re-recorded.
- If your account reaches 60 days past due your account will be permanently closed. Your phone number will no longer be available to reclaim. You will lose your phone number/s permanently. The number will be returned to the public phone number pool and will be available to the public to register, own and utilize.

## Additional Terms and Conditions for

### Measured Plans, Toll-Free Numbers, vFax and for International Calling Plans

**Please review the terms and conditions prior to proceeding as TELESPEX and Vitelity will not be responsible for the lack of knowledge to common questions and issues addressed within. This includes important information regarding configuration assistance for third party devices and pbx systems. TELESPEX and Vitelity do not provide technical assistance for third party devices and/or switches.**

**A prepaid usage account is required for Measured Plans, Toll-Free Numbers, vFax and for International Calling. Pre-paid accounts are setup to automatically refill with \$30 when funds reach \$20. These settings can be changed by the customer at any time. The initial fill up amount is \$50. Pre-paid accounts are setup by TELESPEX and turned over to the customer for funding and maintenance, such as updating 911/e911, contact info, etc.**

Please note that your next monthly credit card statement will reflect a charge from Vitelity LLC regarding this transaction.

### USF tax rules and fees: <https://portal.vitelity.net/signup/vusf.php>

USF taxes and fees are applied to pre-paid accounts only. Taxes and fees are not applied to the Hosting Service of the phone system by TELESPEX.

As part of being a US telecommunications provider, we are required by the FCC to collect and pay into the Universal Service Fund.

The current VoIP USF rate is 9.4%.

Each payment will reflect an 9.4% deduction made from your balance. Your billing statement will show all USF charges itemized for each month.

If you have any non-voice services such as a dedicated server, you will receive a credit for 9.4% of the monthly billing amount for that service.

All voice resellers and providers have the option of collecting and paying into the USF fund directly.

Vitelity.com website site is owned and operated by Vitelity, LLC ("we", "us", "our" or "Vitelity"). Vitelity, LLC provides its services to you ("Customer", "you" or "end user") subject to the following conditions.

If you visit or shop at vitelity.com 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.

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

## 1. Electronic Communications

1.1. When you visit Vitelity's websites 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. 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. Copyright

2.1. All content on this site, such as text, graphics, logos, button icons, images, data compilations and software, is the property of Vitelity and is protected by international copyright laws. The compilation of all content on this site is the exclusive property of Vitelity and is protected by international copyright laws. All software used on this site is the property of Vitelity and is protected by international copyright laws.

## 3. Services & Conditions

3.1. Vitelity shall not be held liable for any delay or failure to provide service(s) at any time. In no event shall Vitelity, 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 direct, incident, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, lost of revenue, profits or anticipated profits, or damages arising out of or in connection to the use or inability to use the service. The limitations set forth herein apply to the claimed founded in Breach of Contract, Breach of Warranty, Product Liability, Tort and any and all other liability and apply whether or not Vitelity was informed of the likely hood of any particular type of damage.

3.2. Vitelity makes no warranties of any kind, written or implied, to the service in which it provides.

3.3. Vitelity provides prepaid services only. You must keep a positive balance to retain services with Vitelity. You must pay all negative balances immediately. Customer agrees to keep a positive balance in customer's account at all times and agrees to pay the rate in which the customer signed up for to US48 destinations. Customer agrees to pay any and all charges that customer incurs while using Vitelity's service.

3.4. Vitelity services are not intended for residential users.

3.5a. Vitelity unlimited local DID (US & CA) packages are intended for residential use only. Vitelity unlimited local DID packages include the use of 2 simultaneous channels and include a maximum of 4000 inbound minutes per month.

- 3.5b. Vitelity 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 Vitelity.
- 3.6. Vitelity does not allow calls originating from Payphones to toll free numbers on its network.
- 3.7. Any call placed to Directory Assistance (411, 1-XXX-555-1212) including Toll Free numbers (1-800-555-1212) will incur a \$0.99 per call charge as the call will be routed to our national Directory Assistance call center.
- 3.8. At Vitelity's sole discretion, you may incur a port away fee for any DID number(s) leaving Vitelity's network as this is a pass-through charge from Vitelity's underlying carrier(s).
- 3.9. All calls placed through Vitelity's to network to US48/CA destinations are billed at 6 second increments unless otherwise stated.
- 3.10. Use of Vitelity'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.
- 3.11. Customer agrees to the exclusive jurisdiction of the courts of Denver County in the state of Colorado in the United States of America for any and all legal matters.
- 3.12. Violation of any state or federal laws or laws for any other competent jurisdiction may result in immediate account termination and/or disconnection of the offending service.
- 3.13. Vitelity reserves the right to terminate service at any time with or without notice; especially if Customer is found to be in violation of Vitelity's Terms & Conditions. You agree that Vitelity shall not be liable to you or to any third party for any modification, suspension or discontinuance of service.
- 3.14. Due to the nature of this industry and high credit card fraud rate, Vitelity reserves the right to request the following documentation for verification purposes; a copy of the credit card used to establish the account along with valid photo identification such as a Passport, Drivers License or other Government issued identification.

#### **4. Product Configuration**

- 4.1. Vitelity services are designed to work with TELESPEX Phone Systems. Vitelity does not offer technical assistance to end users.
- 4.2. We do provide sample configuration for Asterisk/Trixbox servers, Linksys PAP2/Sipura Devices and standard SIP settings for use with IP Phones/Softphones which is easily accessible on the support page within our customer user portal. The sample configuration provided will not assist with internal routing, extension logic or calling plans. It is the end users responsibility to properly configure their servers and or devices for use with Vitelity services.

#### **5. Refund Policy**

- 5.1. We offer full refunds on remaining pre-paid balance upon request for all payments made within 15 days. We do not offer refunds for monthly subscriptions such as Local DID's or Toll Free numbers. There will be no refunds for one-time/setup fees. (custom toll free numbers)

#### **6. Site Policies, Modification & Severability**

- 6.1. We reserve the right to make changes to our site, policies, and these [Terms & Conditions](#) at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### **7. General Complaints**

- 7.1. Please send reports of activity in violation of these Terms & Conditions to [abuse@vitelity.com](mailto:abuse@vitelity.com). Vitelity will reasonably investigate incidents involving such violations. Vitelity may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may involve 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

##### **e911 Terms & Conditions**

Due to recent pursuant FCC rulings and regulations, All customers who are using Vitelity services as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one of their DIDs.

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. 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.

Enhanced 911 service is not available to every location within the United States at this time. For locations e911 is not currently available; you will be required to announce the location of your emergency to the PSAP dispatcher.

Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will complete. Loss of power, Internet access and or several other conditions may cause 911 to be inoperable. We have no control over those types of situations therefore are not held liable. Vitelity will do everything within their power to prevent service outages within its network.

In order for e911 address information to be passed to your local PSAP dispatcher, you must set your outbound caller ID value to the specific DID you are purchasing e911 service for. Therefore, by agreeing to these Terms & Conditions you the customer agree to set the outbound Caller ID number to the DID you have enabled e911 services for when making an outbound 911 emergency call. Failure to set the correct caller ID value will result in a non-refundable \$85 surcharge per 911 call.

We have added an extension to our network which all Vitelity users may call to test their Caller ID value. At any time, you may test your outbound caller ID value by dialing '811' through our network.

By using Vitelity's Enhanced 911 service, Customer agrees that Vitelity, it's contractors, executives, members, customers, agents, employees, carriers, 911 providers, and any anyone else associated with Vitelity is not held liable for emergency calls failing, even if it is determined that it is the fault of Vitelity or its associates. Customer further agrees that they will notify their Customers, contractors, agents, employees, associates, shareholders, partners, and anyone who may use the Vitelity 911 service of our limitations and make Customers agree to not hold Vitelity or Customer liable.

Customer will be charged a regulatory recovery fee of \$1.49 per month for each DID submitted to the e911 database. This fee is non-refundable. Failure to enable e911 service will result in a non-refundable \$85 surcharge per 911 call.

Vitelity, LLC

### **TELESPEX System Maintenance**

To ensure optimal system performance backups of the systems and network are conducted daily.

Backups take about 5 minutes to complete and are performed between 12am and 3am US Pacific Standard Time (UTC-08).

Upgrades and other emergency maintenances may also be conducted during these hours without notice. We will make every effort to notify customers if extended downtime will be needed for both scheduled and emergency upgrades & maintenances.

You can expect your phone services to be unavailable during these hours, including 911 services. Please make sure to have an alternate communications method available during the backup and maintenance hours.