



VOIP SERVICES TERMS AND CONDITIONS

USE OF SERVICE

1) USE OF SERVICE

- a) You agree to use the Service and the Device only for lawful purposes. You will not use the Service or the Device for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that:
 - i) interferes with our ability to provide Service to you or other customers; or
 - ii) avoids your obligation to pay for communication services. If TEL TEC has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. The Device is intended for use only in the United States. If you remove the Device to a country other than the United States and attempt to use the Service from there, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. TEL TEC reserves the right to terminate your service immediately and without advance notice if you violate the above restrictions, leaving you responsible for all outstanding charges, all of which immediately become due and payable.
- b) **REASONABLE USE POLICY:** Tel Tec, Inc. may determine that abnormal, unreasonable or usage that is not allowed is occurring, and may take action, including, but not limited to invoicing customer for any additional usage at the current prevailing rates and/or immediate suspension of your Tel Tec, Inc. service. A customer's total usage is unusual if average usage exceeds 500 minutes per month per extension. Other unusual activity includes, but not limited to, excessive: unique numbers called, call lengths, call forwarding/transferring, conference calling, short duration calls, number of calls made during a month, number of calls made to a conference calling service during a month, number of calls made during business hours, number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or other abnormal calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy. Tel Tec, Inc. reserves all legal rights. Tel Tec, Inc. reserves the right to change this Reasonable Use Policy at any time.
- c) **THEFT OF TEL TEC EQUIPMENT OR SERVICE:** You agree to notify TEL TEC immediately, in writing or by calling the TEL TEC customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or stolen or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you.
- d) **PROHIBITED USES OF SERVICE:** The Tel Tec, Inc. service may not be used for operating a call center, for auto-dialing or fax/voice blasts, for the purposes of telemarketing, operating without live dialog, including use as a monitor, intercom or for transcription purposes. You are expressly prohibited from reselling or transferring the Service or TEL TEC Equipment to any other person for any purpose, without express written permission from TEL TEC in advance. If TEL TEC determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for any activities that are inconsistent with its purpose, TEL TEC reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which excessive usage occurred.
- e) **COPYRIGHT/TRADENAME/UNAUTHORIZED USAGE OF DEVICE, FIRMWARE OR SOFTWARE:** The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on TEL TEC's web site(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of TEL TEC are and shall remain the exclusive property of TEL TEC and nothing in this Agreement shall grant you the right to right or license to use such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by TEL TEC, which TEL TEC reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless TEL TEC against any and all liability arising out of your use of such interface device with the Service.
- f) **TAMPERING WITH THE DEVICE:** You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from TEL TEC in each instance. TEL TEC reserves the right to terminate your Service should you tamper with the Device.