



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

By establishing an account or using the Services of Spiral Communications, 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 Spiral Communication's Digital Voice (VoIP) Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing Spiral Communication's Voice Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Spiral Communications may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

911 Disclosure: VoIP 911 service is different from traditional 911, but is a safe and reliable means of emergency dialing that may differ depending on where you are located when using your VoIP service. Most of our customers have access to either basic 911 service or E911 (enhanced 911) service. With basic or traditional 911 services local emergency operators answering may not see your VoIP phone number or your registered address. They will ask for your phone number and address, and will need you to be able to provide the information so they can assist you. With E911 service your registered address is sent to the emergency center serving your area. Not all emergency centers are equipped to accept E911 calls. As additional local emergency centers are upgrading and becoming capable of receiving automatic information your service will be automatically upgraded from basic 911 to E911 service.

For each phone line you must register a physical address with us. If you move it is your responsibility to notify Spiral Communications of the new physical address. Please make sure that the physical address on your account is the correct physical address where your phone will most often be used. If you do not provide us with the proper address and require the use of emergency services, your 911 calls may be sent to a center near your old address.

VoIP adapters do not work without power. In the event of a power outage, your phone service may not work.

911 surcharges will be charged on your monthly statement.

Service Distinctions: VoIP service is not a telecommunications service. This service is subject to different regulatory treatment than telecommunications service. Events beyond our control may affect your service such as power outages, fluctuations in internet, and outages/issues with upstream backbone providers, etc. Depending on where you live directory listings may or may not be available for customers who obtain new phone numbers through Spiral Communications. However,

local numbers that have been ported from another provider may be listed with directory services. Non-Voice Equipment does not always communicate with VoIP service.

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. By signing up for this service through Spiral Communications 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. We always communicate with law enforcement and government agencies. If it is believed that you have used our service or device for an unlawful purpose we may forward the relevant communication and other information including your identity to the appropriate authorities for investigation and prosecution. When asked, we may disclose your name, phone number, credit information and other personal information about your account, use of service, length of service, IP address, etc.

**Billing:** Electronic billing is done once per month; full payment is due on the 1st of the month. Payments can be mailed to our office or payments can be made on line. Complete payment and account history can be accessed through our online billing system. Our call center can also help with payments and account questions. However, we will only give account information to the registered account holder. Please make sure to add a spouse's name to the application if you want them to have access to changing the account in any way.

**Payment Policies and Terms:** Payment by Subscriber shall be due to Spiral Communications within fifteen (14) days from the date of the invoice. Accounts remaining unpaid for thirty (45) or more days shall be deemed delinquent. Delinquent accounts shall be deactivated 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 are subject to a re-connection charge to reactivate Subscribers Services after the balance due has been paid.