

Concert Telecommunications, Inc.

Terms of Service

– Effective August 1, 2010

Acceptance

Customers that open an account or continue to use our services agree to the following Terms of Service. If you do not agree, you may cancel your account at anytime without penalty. See the sections titled "Refund and Cancellation Policy" and "Modification of Terms".

General Terms

- A broadband Internet connection with a throughput of at least 80 kilobits per second in each direction is required for service to properly handle a single call and this requirement is multiplied for each additional simultaneous call the customer wishes to place or receive. It is solely the customer's responsibility to verify with their Internet service provider that their connection meets this minimum requirement before placing an order for service.
- In the event the customer's Internet connection does not meet our minimum bandwidth requirement, the customer's available bandwidth or throughput is reduced for any reason, or the customer's Internet connection is unavailable for any reason, it is solely the customer's responsibility to resolve the issue with the Internet service provider.
- A router supporting QoS (Quality of Service) or other methods for reserving bandwidth or throughput to the VoIP device(s) is highly recommended.
- While we strive for a 99.999% uptime, there may be instances where we have unexpected downtime due to circumstances beyond our control. These may include hardware failures at any physical or logical location between the customer and our equipment; natural disasters and acts of God; civil unrest; and other unforeseen events. We will make every attempt at restoring or providing alternative services to the customer, however the customer shall not hold us accountable or liable for situations out of our direct control.
- Customers that experience downtime that is the direct result of our actions may request that damages be paid. Damages and liability shall be limited to the amount paid for services equal to the length of the outage. Requests for damages must be verifiable by and received in writing within thirty (30) days of the incident.
- Services shall be used for lawful purposes only.
- Services shall be for the exclusive use of the customer. No part of the service(s) shall be resold or retitled to another party.
- Services may not be used in conjunction with a call center or high call volume facility, which shall be defined as a customer using more than 250,000 minutes per month.
- Services may not be used for telemarketing, connected to auto-dialers, or broadcast fax software or equipment.
- Outbound Caller ID name and number may only be set to the customer's legal or trade name and to a telephone number owned by the customer.
- Customers shall be responsible for all calls placed using their account. If a customer suspects fraud, they should notify us within three (3) business days.
- We may suspend calling and demand payment if a customer's balance meets or exceeds \$100.00 at any time.

911 Emergency Service and Limitations

The FCC requires us to provide 911 emergency service to our customers. There are very important differences when using 911 on Voice over IP services that you need to understand for your own safety.

- If you purchase a telephone number from us directly, it is your responsibility to maintain and update the correct physical address for that telephone number. (If you are a Hosted PBX-only customer, see below.) Failure to do so may result in a delay or failure of emergency services being dispatched to your location and a \$250 fine may apply for each 911 call placed that does not have correct address information. For customers with multiple locations, we suggest purchasing at least one telephone number for each location and setting this number as the outbound caller ID number for the appropriate extensions. For assistance with setting up 911 properly for accounts serving end users in multiple locations, please feel free to contact us for guidance and support. Address changes can be made online at anytime through our web interface.
- Calls sent to 911, even with proper address information, are sent to the Public Safety Answering Point (PSAP) that services your area, based on the address that you enter. In rare instances, the call may be routed to an administrative line of the PSAP that is not staffed by emergency operators or staffed outside normal business areas. All VoIP providers, the FCC, and PSAPs are working together to identify and correct these issues as soon as possible.
- In rare instances, the address information may not be sent to the PSAP correctly or at all. As with all calls to 911, be prepared to provide the emergency operator with the location and nature of the emergency.
- Because VoIP service requires an operational Internet connection and electricity, 911 calls may not complete for a variety of reasons, including equipment failures, network congestion, software configuration issues, and carrier outages.

BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO ASSUME THE RISK OF LOSING EMERGENCY 911 DIALING CAPABILITIES AND CONSENT TO THE DISCLOSURE OF YOUR TELEPHONE NUMBER AND OTHER IDENTIFYING INFORMATION TO 911 EMERGENCY OPERATORS.

Because of these and other reasons, we strongly recommend that you have an alternate method of reaching 911 emergency services and have an emergency/evacuation plan in the event of emergencies. Cellular and traditional, landline phones - even if service is not activated - may be able to complete 911 emergency calls.

It is the sole responsibility of the customer to modify the Eg11 service address on their account should the equipment be moved to another location. This can be done online via our web interface (usually done immediately) or by submitting a support ticket (which may take up to 3 business days to change).

It is the customer's sole responsibility to notify end users of the limitations of dialing 911 when using Voice over IP services and provide them with alternate instructions for reaching emergency services.

We will provide you with warning stickers that must be placed on every IP phone, analog telephone adapter, and every telephone connected to an analog telephone adapter warning end users of the limitations of the service.

Service Rates

Service rates are valid for a minimum of thirty (30) days from date of publication. Rates may change at any time without notice. We will make every reasonable effort to notify customers of upcoming rate changes affecting their service as soon as possible.

Hosted PBX-only Customers

Customers that only purchase our Hosted PBX services and use another carrier for VoIP services have the following modifications to the above terms:

- Uptime service guarantee applies to the Hosted PBX service only.
- If you are unable to make outbound calls or receive inbound calls, please notify us to see if we are currently experiencing an outage. If our service is online and operating normally, it is your responsibility to verify any possible outages with your carrier.
- If your carrier makes modifications to their service that require us to make reasonable configuration changes to our Hosted PBX service, we will do so at no cost. However, if we deem that the configuration changes are unreasonable or unwarranted, we reserve the right to bill for labor costs.
- **It is your responsibility alone to make address changes needed for 911 emergency services with your carrier.**

Equipment

VoIP equipment purchased is the property and responsibility of the customer. In the event the customer receives inoperable equipment ("dead on arrival"), the customer must contact us with five (5) business days for return instructions. We may require full payment at the time of order.

Credit Policy

We do not extend credit to customers. For pay as you go VoIP and Hosted PBX customers, a small deposit is due at the time of account setup. For bulk minute or bulk extension Hosted PBX plans, the first month's service is due at the time of account setup.

Payment Policy

- A monthly billing date is established when the customer's account is created.
- On each monthly billing day, the customer's account shall be deducted by the amount owed for all services on the account.
- Customers have up until the next billing date (anywhere from twenty-eight (28) to thirty-one (31) days) to make full payment of prior charges before the account is terminated.
- No notice will be given before accounts are terminated for non-payment.
- Returned checks shall incur up to a \$35 returned check fee.
- Customers initiating a credit card chargeback shall have services terminated immediately.

Refund and Cancellation Policy

- Customers are not under any type of contract or minimum term of service and may cancel service for any or no reason at anytime.
- Customers requesting refunds or service cancellations must do so in writing. Unless otherwise specified, services will be cancelled the same day the request is received.
- Customers wishing to port a telephone number away from our service must specify those numbers in the cancellation notice. Customers shall be responsible for any usage and monthly service fees on those telephone numbers until the port has been completed by the new carrier.

Support Policy

We will provide basic technical support for services and equipment purchased to customers. The following limitations apply:

- Requests for support must be submitted via email or a web-based ticket interface.
- We will acknowledge support requests within four (4) hours, provided the ticket is submitted during normal business hours of 9am to 5pm EST, Monday through Friday, excluding federal holidays.
- Support shall be provided only for questions or issues within the range of normal operation.
- Issues that are a result of configuration changes, improper installation, other network devices, Internet services, or other factors that are beyond our direct control may be corrected, but at an additional cost to the customer as defined in the current price list.

Customers seeking faster response times or additional support may inquire about customized or priority support plans.

Account Termination

Accounts may be terminated, with or without refund, if found in violation of any of the preceding terms and conditions.

Severability

Shall any part of this contract be deemed null and void, unenforceable, or in conflict with applicable State and Federal laws, all other conditions shall remain in full force and effect.

Disputes

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Applicable Law

This contract shall be governed by the laws of the State of North Carolina, any Federal laws regarding services, and Federal Communications Commission regulations.

Modification of Terms

We may revise these Terms and Conditions from time-to-time. We will make every attempt to notify customers of changes within fifteen (15) calendar days. Customers that do not agree to amended Terms and Conditions, the customer may cancel their account without further obligation and all prepayments shall be returned to the customer within thirty (30) days of termination date.

Address

Our address for all notifications is Concert Telecommunications, 238 Clayder Court, Fuquay Varina, NC 27526.