

Volli Communications, LLC (hereinafter referred to as "Volli Communications") provides SIP Trunking (Volli Connect) and UCaaS (Volli Business) services, as well as the E911 and eFax/Fax services. By using any of these services, you agree to be bound by the terms and conditions of this TOS. Our company provides these services to help customers stay connected and communicate effectively. We strive to provide reliable and high-quality services, and this TOS is designed to ensure that our customers use our services responsibly and in compliance with all applicable laws and regulations.

This policy may be subject to change from time to time and the revised copy is effective immediately upon posting to www.vollicomm.com/legal/

Service Description

Volli Communications SIP Trunking and UCaaS services allow customers to make and receive phone calls using the internet, rather than traditional telephone lines. This means that customers can enjoy the flexibility and cost-effectiveness of internet-based communications, while still being able to make and receive traditional phone calls. The E911 service allows customers to make emergency calls and have the call routed to the appropriate emergency services. This service is critical for ensuring that our customers have access to emergency services in case of emergency. The eFax/Fax service allows customers to send and receive faxes electronically, which means that customers can send and receive faxes without the need for a physical fax machine. This service is convenient and efficient, as it eliminates the need to wait for documents to be delivered by mail or courier.

Use of Services

You agree to use Volli Communications services only for lawful purposes and in accordance with applicable laws and regulations. This means that you must not use our services for any illegal or prohibited activities, such as sending spam or making harassing phone calls. You are responsible for ensuring that your use of the services complies with all laws and regulations, including, but not limited to, those related to data protection, privacy, and intellectual property. Our company takes compliance with laws and regulations very seriously, and we expect our customers to do the same. If we determine that a customer has used our services in violation of any laws or regulations, we reserve the right to terminate the customer's use of our services.

Payment and Billing

You agree to pay for the services in accordance with the pricing and payment terms set forth on Volli Communications website. We offer a variety of pricing plans to meet the needs of different customers, and we strive to be transparent and fair in our pricing and billing. We reserve the right to modify our pricing and payment terms at any time, and will provide notice of any changes on our website. We understand that billing can be a sensitive topic, and we want to make sure that our customers are satisfied with the billing process. If you have any questions or concerns about your bill, please contact our customer service team for assistance.

Intellectual Property

All intellectual property rights in and to the services and any related software, technology, or documentation are owned by us or our licensors. You agree not to use or reproduce any of our intellectual property without our prior written consent. This means that you must not copy, distribute, or use any of our intellectual property without our permission. Our company takes the protection of our intellectual property very seriously, and we will take legal action against anyone who infringes on our rights. We want to ensure that our customers use our services responsibly and do not misuse our intellectual property.

Termination

We reserve the right to terminate your use of the services at any time, for any reason, and without notice. This means that we can terminate your use of our services if you violate any of the terms of this TOS, or if we determine that your use of our services is causing harm or disruption to our network or other customers. We may also terminate your use of our services if you fail to pay for the services in accordance with the pricing and payment terms set forth on our website. In the event of termination, you will be responsible for paying any outstanding charges for the services.

If you wish to terminate your use of our services, you may do so by providing written notice to our customer service team. We will then process your request and cancel your account. Once your account is terminated, you will no longer have access to our services and will be responsible for any outstanding charges on your account.

Please note that termination of your use of our services does not relieve you of any obligations to pay any outstanding charges or fees related to your use of the services.

Overage Charges

Volli Communications services may be subject to additional charges if usage exceeds the limits included in your service plan. If you exceed your allotted usage, we will charge you additional fees for the overage at the rate specified in your service plan. These overage charges will be billed to the payment method on file for your account.

It is your responsibility to monitor your usage and ensure that you do not exceed your allotted usage. We will make reasonable efforts to notify you if you approach or exceed your usage limits, but we shall not be liable for any overage charges incurred by you.

You can view your usage and purchase additional usage at any time by logging into your account on our website. Any additional usage purchased will be applied to your next billing cycle.

Please note that any usage of our services while roaming may be subject to additional charges. It is your responsibility to check with your carrier for any roaming charges that may apply.

We reserve the right to suspend or terminate your service if you incur excessive overage charges or if your usage is deemed to be excessive or unreasonable.

Service Level Agreement (SLA)

We are committed to providing Volli Communications customers with the highest level of service. As part of this commitment, we provide a Service Level Agreement (SLA) of 99.99% for our services. This means that we guarantee that our services will be available and operational 99.99% of the time.

In the event that we fail to meet this SLA, we will provide you with a credit for the amount of service outage experienced. The credit will be applied to your next billing cycle and will be calculated as a percentage of the monthly service fee for the affected service, based on the length of the service outage.

To be eligible for a credit, you must notify us of the service outage within five (5) business days of the service outage. You must also provide all information requested by us to verify the service outage, including but not limited to, the date, time and duration of the service outage.

It is important to note that the SLA does not apply to service outages caused by (i) scheduled maintenance, (ii) your equipment or third-party equipment, (iii) failures of your internet service provider, (iv) acts of God, war, terrorism, riots, strikes or other similar events, or (v) any other cause beyond our reasonable control.

Disclaimer of Warranties

The services are provided "as is" and "as available" without any warranties of any kind, either express or implied. We do not guarantee that the services will be uninterrupted or error-free. We do not make any warranty that the services will meet your requirements or that the services will be suitable for any particular purpose. We also do not make any warranty as to the accuracy, completeness, or reliability of the services.

We make no representation or warranty that the services will be compatible with all devices or that the services will be available in all geographic locations. It is your responsibility to ensure that your device and internet connection meet the necessary requirements for using the services.

Limitation of Liability

We shall not be liable for any damages of any kind arising from your use of the services, including, but not limited to, indirect, incidental, punitive, or consequential damages. In no event shall our total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing or using the services.

You agree that we shall not be liable for any damages or losses arising out of or related to any unauthorized access to or use of your account or any other breach of security. It is your

responsibility to ensure the security of your account and to notify us immediately if you suspect any unauthorized access or use.

Changes to TOS

We reserve the right to modify these TOS at any time, and will provide notice of any changes on Volli Communications website. Your continued use of the services following any changes to the TOS will constitute your acceptance of the new terms. It is your responsibility to check for updates and changes to the TOS.

We may also make changes to the services at any time, with or without notice. We will use reasonable efforts to provide notice of material changes to the services that will have a significant impact on your use of the services. However, you agree that we shall not be liable to you or any third party for any modification, suspension, or discontinuation of the services.

Governing Law

This TOS will be governed by and construed in accordance with the laws of the state in which our company is headquartered, without giving effect to any principles of conflicts of law. Any disputes arising out of or related to this TOS shall be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such arbitration shall take place in the city in which our company is headquartered.

You agree that any arbitration shall be on an individual basis and shall not be consolidated with any other arbitration or any other proceeding that involves any claim or controversy of any other party.

Contact Us

If you have any questions or concerns about this TOS or our services, please contact our customer service team. We are committed to providing excellent customer service and will do our best to address any issues you may have.

You can contact us by email, phone, or through the contact form on our website. We will respond to your inquiry as soon as possible and will make every effort to resolve any issues you may have.

Acceptance of TOS

By using our services, you confirm that you have read, understood, and agree to be bound by this TOS. If you do not agree to the terms and conditions of this TOS, you should not use our services.

You also agree to be bound by any additional terms and conditions that may apply to specific services or features of the services.

Entire Agreement

This TOS, together with our Privacy Policy, constitutes the entire agreement between you and our company regarding the use of the services. Any prior agreements, representations, or understandings, whether oral or written, are superseded by this TOS.

If any provision of this TOS is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any failure by us to enforce any provision of this TOS shall not be deemed a waiver of such provision or of the right to enforce it at a later time.

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Survival

The provisions of this TOS which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Assignment

You may not assign or transfer any rights or obligations under this TOS without our prior written consent. We may assign or transfer this TOS or any rights or obligations under this TOS without your consent.

Force Majeure

We shall not be liable for any failure or delay in performance of our obligations under this TOS arising from or caused by events beyond our reasonable control, including, without limitation, acts of God, acts of war, acts of terrorism, acts of civil unrest, acts of government, fire, flood, and other natural disasters.

Acknowledgment

By using the services, you acknowledge that you have read this TOS and understand it, and that you agree to be bound by its terms and conditions.