

## **Terms of Service (TOS) Agreement**

This Terms of Service (TOS) agreement sets forth the terms and conditions that govern your use of the SIP Trunking (Volli Connect), UCaaS (Volli Business), E911, and eFax/Fax services offered by our company. 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](http://www.vollicomm.com/legal).

### **1. Service Description**

Our 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, ensuring that our customers have access to emergency services when needed. The eFax/Fax service enables customers to send and receive faxes electronically, eliminating the need for a physical fax machine and facilitating faster document delivery.

### **2. Use of Services**

You agree to use our services only for lawful purposes and in accordance with applicable laws and regulations. This includes refraining from illegal activities such as sending spam or making harassing phone calls. Compliance with all relevant laws, including those related to data protection, privacy, and intellectual property, is your responsibility. Our company reserves the right to terminate service if we determine any violations.

### **3. Payment and Billing**

You agree to pay for the services in accordance with the pricing and payment terms set forth on our website. We reserve the right to modify our pricing and payment terms at any time, with notice of changes provided on our website. If you have questions or concerns about your bill, please contact our customer service team for assistance.

### **4. Regulatory and Administrative Fees**

In addition to the service fees, you agree to pay applicable regulatory fees and administrative recovery fees. These fees are separate from taxes and are collected to cover costs related to regulatory compliance, collection, and remittance of taxes. The amounts

and types of these fees may change over time to reflect updates in regulatory requirements and administrative costs. A detailed breakdown of these fees will be included in your billing statement.

## **5. 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.

## **6. Termination**

We reserve the right to terminate your use of the services at any time, for any reason, and without notice. If terminated, you remain responsible for any outstanding charges. Customers wishing to terminate their use must provide written notice to our customer service team.

## **7. Overage Charges**

Our services may be subject to additional charges if usage exceeds the limits included in your service plan. It is your responsibility to monitor your usage and ensure it does not exceed your plan's allotted limits. Overage charges will be billed to the payment method on file.

## **8. Service Level Agreement (SLA)**

We guarantee 99.999% service availability. In case of service failure, a credit will be applied based on the length of the outage, provided you notify us within five (5) business days.

## **9. Disclaimer of Warranties**

The services are provided "as is" and "as available" without any warranties of any kind. We do not guarantee that the services will be uninterrupted or error-free.

## **10. Limitation of Liability**

We are not liable for any damages arising from your use of the services, including but not limited to indirect, incidental, punitive, or consequential damages. Our total liability is limited to the amount you have paid for the services.

## **11. Changes to TOS**

We reserve the right to modify this TOS at any time, with notice provided on our website. Continued use of the services indicates acceptance of the new terms.

## **12. Governing Law**

This TOS will be governed by and construed in accordance with the laws of the state in which our company is headquartered. Disputes shall be resolved by binding arbitration in the same state.

## **13. Contact Us**

For questions or concerns, contact our customer service team via email, phone, or through our website's contact form.

## **14. Acceptance of TOS**

By using our services, you confirm you have read, understood, and agree to this TOS.

## **15. Entire Agreement**

This TOS, along with our Privacy Policy, constitutes the entire agreement between you and our company regarding the services.

## **16. Survival**

Provisions that by their nature should survive termination will remain in effect.

## **17. Assignment**

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

## **18. Force Majeure**

We are not liable for delays or failures due to causes beyond our reasonable control, including natural disasters, acts of war, or government actions.

## **19. Acknowledgment**

By using the services, you acknowledge understanding and acceptance of these terms.