# Terms of Service Agreement

BETWEEN: The entity or individual executing this agreement (hereinafter referred to as the "Subscriber"), and **Colorado VoIP Communications LLC** (hereinafter referred to as "CVC"),

1. **VoIP:**
   a. **Service Nature:** VoIP stands for Voice over Internet Protocol. This is a "best effort" service that relies upon the public internet, local power, and underlying data networks which are beyond the direct control of CVC. Under normal operational circumstances, CVC provides a reliable communication path; however, continuous, uninterrupted uptime cannot be guaranteed. By establishing an account or using CVC services, Subscriber agrees to be bound by this Agreement.
   b. **Terms Modification:** Subscriber agrees to adhere to this Agreement and CVC's acceptable use policies, which CVC may reasonably modify from time to time with thirty (30) days' advance notice to Subscriber.
   c. **Governing Provisions:** In the event of an explicit inconsistency or conflict between this Agreement and any other supplementary marketing policy, the provisions of this Agreement shall govern.
2. **Required Emergency Services (911) Disclosure:**
   ***CRITICAL REGULATORY NOTICE: VoIP 911 service functions differently than traditional landline 911. Subscriber must read, understand, and initial the following acknowledgments:***
   a. **Power & Network Dependency:** Emergency 911 services will not function during a commercial power outage unless the Subscriber has local backup power (battery or generator). 911 services may fail or experience degraded performance during localized network congestion or internet service outages.
   b. **Registered Location Restrictions:** Enhanced 911 (E911) automatically delivers the Subscriber's registered physical name, address, and phone number to the local Public Service Answering Point (PSAP). This service is strictly tied to the physical address registered with CVC. If Subscriber moves a VoIP device "offsite" without updating their registration, a 911 call will route emergency services to the wrong physical location.
   c. **Address Update Delay:** When an address change is submitted to CVC, the national emergency database requires up to twenty-four (24) hours to successfully update.
   d. **Subscriber Responsibility:** Subscriber bears sole responsibility for immediately updating their physical service location with CVC prior to relocating any equipment. If emergency services are dispatched to an outdated, registered

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address due to a failure by Subscriber to notify CVC, Subscriber assumes all liability.

e. **Alternative Arrangements:** CVC strongly advises all Subscribers to maintain an alternative, independent means of contacting emergency services (such as a cellular phone) at each service location.

**Subscriber Initials Acknowledging 911 Terms: _________**

3. **Service Capabilities & Operational Rules:**
   a. **Regulatory Treatment:** Subscriber acknowledges that VoIP service is treated differently than traditional telecommunications under state and federal law, and features common to legacy landlines may not be available.
   b. **Upstream Carriers:** CVC relies upon third-party upstream backbone providers and carriers. CVC shall not be held liable for prolonged service outages stemming directly from an underlying network carrier's infrastructure.
   c. **Unsupported Call Types:** CVC services do not support 0+ or operator-assisted calling (including collect calls, third-party billing, 900 numbers, or physical calling cards). Certain "x11" localized directory services (e.g., 211, 411) may not be supported in all geographic calling areas.
   d. **Approved Equipment:** Only hardware explicitly approved, supplied, or provisioned by CVC can connect to the platform. Unauthorized or non-compliant equipment will be systematically rejected by the network security systems.
   e. **Specific Disclaimers (Fax/Modem):** Standard CVC VoIP systems do not natively support legacy dial-up modems or traditional analog fax machines. Outbound faxing utilizing an Analog Telephone Adapter (ATA) is handled purely on a "best effort" basis and is subject to high operational failure rates due to internet packet compression.
   f. **Legal & Law Enforcement Cooperation:** CVC complies with all lawful subpoenas, warrants, and investigative requests from authorized government and law enforcement agencies. When legally required, CVC will disclose account information, including but not limited to names, phone numbers, usage history, IP addresses, and billing records, without liability to Subscriber.
   g. **International Calling:** For Subscriber protection against toll fraud, international calling is disabled by default. Subscriber may request international capabilities in writing, which may require an additional deposit. International rates vary strictly by destination country and will be billed as additional line-item charges.
   h. **Usage Limits & Overages:** Outbound or inbound minutes exceeding the limits defined in Subscriber's selected service plan or official Quote Form will be assessed overage fees at a rate of 3.5 cents per minute.
   i. **Account Security & Toll Fraud Liability:** Subscriber assumes absolute and sole responsibility for maintaining the security of its local area network, IP phone



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equipment, administrative passwords, and SIP login credentials. Subscriber shall be strictly liable for the costs of all inbound and outbound call traffic, minute overages, or international toll charges originating from or routed through Subscriber's account, hardware, or system footprint, regardless of whether such traffic was authorized, unauthorized, or the explicit result of a third-party cyberattack or network breach ("Toll Fraud"). CVC bears no liability for security vulnerabilities within Subscriber's environment and provides no insurance against fraudulent usage. Subscriber must notify CVC immediately in writing upon detecting any unauthorized platform activity.

4. **Session Border Controller (SBC) Devices:**
    a. **Hardware Ownership:** Unless explicitly purchased and detailed as an independent line item on the initial sales quote, CVC retains sole ownership of all physical, standalone Session Border Controllers (SBC). Upon service or contract termination, Subscriber must return all CVC-owned hardware in good condition within fourteen (14) days, or pay the full retail replacement cost.
    b. **Remote Network Access:** Continuous remote administrative access to standalone SBCs is required for full CVC network compliance and monitoring.
    c. **Phone-Based SBC Deployment:** Certain contemporary IP phone models have native capabilities to serve as an embedded SBC for secondary desk phones on a local area network. This is CVC's preferred configuration for small-to-medium deployment footprints, requiring no localized server hardware.
5. **Billing, Invoicing, & Collections:**
    a. **Automatic Payment Requirement:** Subscriber must maintain a valid credit card, debit card, or authorized ACH bank account transfer profile on file. Auto-draft is the exclusive method accepted for recurring monthly payments.
    b. **Billing Schedule:** Electronic invoicing is executed monthly, with automated full balances scheduled for withdrawal on the 1st day of each calendar month.
    c. **Account Security:** Administrative or configuration changes can only be authorized by registered account holders. Subscriber must explicitly notify CVC in writing of any designated personnel authorized to manage the account.
    d. **Late Fees:** Balance payments are due on the 1st. If a credit card or ACH declines or payment fails to process by the 10th day of the month, a standard late fee of $25.00 will be assessed.
    e. **Service Suspension & Reconnection:** Accounts remaining unpaid for thirty (30) consecutive days will be deemed delinquent and automatically placed on an accounting hold, resulting in immediate suspension of voice services. To restore suspended services, the delinquent balance must be paid in full, alongside the $25.00 late fee and a mandatory $75.00 reconnection configuration charge.
    f. **Recovery Costs:** If an unpaid balance must be turned over to a third-party collection agency or legal counsel, Subscriber agrees to pay all collection expenses, court costs, and reasonable attorney's fees incurred by CVC during recovery.

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g. **Taxes, Surcharges, and Regulatory Fees:** All service fees, rates, and quotes provided by CVC are strictly exclusive of applicable taxes, government surcharges, and regulatory fees. Subscriber agrees to pay all federal, state, and local sales, use, gross receipts, and utilities taxes, as well as municipal franchise fees, state and local E911/988 surcharges, and Federal Universal Service Fund (USF) contribution assessments associated with the purchase or use of the Services. CVC reserves the right to pass through any government-mandated taxes or regulatory adjustment fees directly to the Subscriber's monthly invoice. If Subscriber qualifies for a tax exemption, Subscriber must provide CVC with a valid, state-verified tax exemption certificate; exemptions will not be applied retroactively.

6. **Agreement Term & Termination:**
   a. **Term Commitments:** By executing this agreement, Subscriber commits to a full **twelve (12) month initial contract term**, beginning on the day CVC successfully gains control/activation of Subscriber's primary telephone numbers (DIDs).
   b. **Mid-Term Restrictions:** Subscriber cannot terminate this agreement for convenience prior to the conclusion of the active 12-month term. Early cancellation requires full payout of the remaining months left on the contract.
   c. **Month-to-Month Transition:** At the expiration of the initial 12-month term, this contract will automatically transition to a flexible, month-to-month agreement under standard pricing.
   d. **Notice of Termination:** Following the initial term, Subscriber may terminate the service by submitting a written request via verified email or phone call. Cancellations take effect at the conclusion of the active monthly billing cycle.
   e. **CVC Material Breach Termination:** CVC reserves the complete authority to terminate this agreement and suspend services immediately if Subscriber violates acceptable use policies, fails to remedy payment defaults, or engages in fraudulent call routing. CVC will provide formal notice via email or phone number on file.
   f. **Service Tier Adjustments:** Subscriber may upgrade or add user licenses at any time during the contract term. Talk Plan downgrades are permitted during the contract term but may be subject to minor structural administrative fees.

7. **Maintenance, Upgrades, & Software Licensing:**
   a. **3CX Platform Disclaimer:** CVC utilizes the 3CX software ecosystem to deliver core PBX hosted functionalities. 3CX is managed by an independent third-party software company. CVC exercises no direct control over global 3CX engineering, forced core upgrades, security bug patches, or software limitations. CVC guarantees support of the system matching specifications officially supported by current 3CX parameters.
   b. **Licensing and Insurance:** License packages include annual software upgrade protections. CVC manages annual licensing updates directly, incorporated either


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via regular monthly platform leases or an annual upfront renewal invoice, ensuring subscriber access to contemporary feature updates.

c. **Network Maintenance Operations:** CVC maintains absolute authorization to perform technical maintenance to secure the stability of its hosted infrastructure. Critical emergency patches or server upgrades may be performed without warning. Non-emergency, routine maintenance windows are reserved strictly between the hours of 7:00 PM and 7:00 AM Mountain Time.

d. **Active Session Interruptions:** Subscriber acknowledges that during rare, unscheduled emergency maintenance windows, live active telephone calls may be dropped.

e. **Service Quality Audits:** CVC may perform brief, randomized technical call quality sampling to evaluate voice packet behavior and system diagnostics. Any metrics captured are used solely for localized troubleshooting, are permanently deleted upon audit completion, and will never be shared with outside third parties without explicit Subscriber authorization.

8. **Technical Support & On-Site Service Fees:**
    a. **Standard Remote System Management:** Routine, remote administrative moves, adds, and changes (such as changing employee extension names, modifying digital ring groups, or editing basic call routes) are included in the base monthly recurring service cost up to a cumulative maximum of one (1) hour per billing cycle.
    b. **Premium Support Rates:** Any technical diagnostics, custom configurations, local network troubleshooting, or on-site visits that exceed routine scope or occur due to issues localized to Subscriber's own internal networks will be billed at an hourly engineering rate of **$150.00/hour**.
    c. **Travel Fees:** If an on-site deployment or technical intervention is required at a Subscriber location, a mileage fee will be billed in accordance with current IRS standard mileage reimbursement rates.
    d. **Equipment Failure Exceptions:** Subscriber will not be billed hourly support or travel fees if diagnostics determine the ultimate root cause of service failure was an outright failure of CVC-provided hardware or CVC’s core hosted infrastructure.
    e. **Discretionary Waivers:** Any premium support fees or travel surcharges may be waived or lowered entirely at the sole discretion of CVC management.
9. **Subscriber Stipulations:**
    a. **On-Premises Point of Contact (POC):** Subscriber must designate a local on-site point of contact. This individual will be trained by CVC in rudimentary troubleshooting (e.g., executing power-cycles, reporting LED statuses, confirming physical cable links) to assist with remote diagnostics.
    b. **Hardware Replacement Shipping:** If CVC-provided equipment fails under an active warranty period (defined as one (1) year from the date of initial purchase, unless otherwise explicitly stated on the original sales quote) for an out-of-state



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customer, CVC will ship replacement hardware at no expense to Subscriber. For hardware failing outside of its standard warranty window, Subscriber is responsible for device replacement fees and associated expedited shipping charges. Section 8 support fees remain applicable.

**10. Number Porting (DID) Rules:**

a. **Process Control Boundaries:** Porting refers to the technical transfer of a Direct Inward Dialing (DID) telephone number from one carrier entity to another. Subscriber acknowledges that once a porting request is accepted and scheduled by the losing/gaining upstream clearing carriers, the timeline and process are entirely out of the control of CVC.

b. **Standard Porting Windows:** Phone number ports typically require between seven (7) to thirty (30) business days to finalize. Delays resulting from legacy carrier rejections, incorrect billing account data, or clerical errors are beyond CVC's liability.

c. **Porting Expenses:** Standard number porting administrative fees are assessed at **$25.00 per individual DID**, unless alternative bulk processing volume structures are agreed upon in writing on the initial quote.

**11. Limitation of Liability & Indemnification:**

a. **CAPPING OF LIABILITY:** IN NO EVENT SHALL COLORADO VOIP COMMUNICATIONS LLC (CVC), ITS DIRECTORS, EMPLOYEES, OR UPSTREAM CARRIERS BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS REVENUE, LOSS OF PROFITS, DATA LOSS, OR BUSINESS INTERRUPTION ARISING OUT OF AN OUTAGE, SERVICE FAILURE, OR THE INABILITY TO ACCESS EMERGENCY 911 SERVICES.

b. **TOTAL DAMAGE LIMITS:** THE MAXIMUM AGGREGATE LIABILITY OF CVC TO SUBSCRIBER FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR STATUTORY BREACH, SHALL BE STRICTLY LIMITED TO THE TOTAL CUMULATIVE FEES PAID BY SUBSCRIBER TO CVC IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

c. **Subscriber Indemnity:** Subscriber agrees to defend, indemnify, and hold harmless CVC against any third-party claims, financial losses, liabilities, and expenses (including legal fees) arising out of the misuse of the services, violation of law, or negligent management of local physical network hardware by Subscriber or its end users.

12. **Complete Legal Understanding:**

a. **Integration:** This Agreement, along with signed service quotes or rate attachments, constitutes the entire legal contract between both parties regarding VoIP service. It overrides all prior verbal representations, marketing materials, or preliminary discussions.


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b. **Severability:** If any isolated provision within this contract is found invalid or unenforceable by a court of competent jurisdiction, the remaining terms, conditions, and protections shall remain fully intact and operational.

c. **Governing Law and Venue:** This Agreement, and all claims, disputes, or legal actions arising out of or relating to the Services or this contract, shall be governed by, and construed in accordance with, the laws of the State of South Dakota, without regard to its conflict of laws principles. Both parties explicitly agree that the exclusive jurisdiction and venue for any mediation, arbitration, or litigation arising under this contract shall be in the state or federal courts located in Custer County, South Dakota, and both parties hereby submit and consent to the personal jurisdiction of such courts.

d. **Force Majeure:** Neither party shall be held liable or deemed to have defaulted under or breached this Agreement for any failure or delay in performing its obligations (with the explicit exception of Subscriber's obligation to make timely financial payments for services rendered) when such failure or delay stems from causes beyond that party's reasonable control. Such "Force Majeure" events include, but are not limited to: acts of God, natural disasters, floods, lightning strikes, fires, earthquakes, explosions, war, terrorism, civil unrest, national or regional emergencies, strikes or labor disputes, widespread public utility or internet service provider outages, upstream carrier infrastructure failures, or mandatory compliance with any sudden governmental law, order, or regulation.

e. **Assignment:** Subscriber may not assign, transfer, or delegate any of its rights or obligations under this Agreement to any third party (including in the event of a merger, acquisition, or sale of business assets) without the prior, express written consent of CVC. Any attempted assignment without such consent shall be considered null and void, and will constitute a material breach of this Agreement. CVC reserves the right to assign this Agreement, or subcontract any of its operational obligations, without notice to or consent from the Subscriber.

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**ACCOUNT REGISTRATION & SIGNATURE BLOCK**

**Physical Service Address:** 1234 Main

**Contact Phone Number:** 970-555-1234

**Authorized E-Mail Address:** customeremail@live.com

**Execution Date:** ______________________

By signing below, I certify that I am an authorized corporate officer or representative of the Subscriber, that I have read and agree to all terms of this multi-page document, and that I explicitly accept the 911 limitations detailed in Section 2.

**Print Authorized Name:** ________________________________________________________

**Title / Position:** _______________________________________________________________

**Authorized Signature:** __________________________________________________________



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