

# Terms of Service

## Read the following terms before activating service with us.

The following terms of service ("TOS") will apply to the agreement to provide service between Davis Voice & Data, LLC ("Company"), and the individual or business entity identified on the order form for said services ("Customer"). These terms, along with the attached Acceptable Use Policy ("AUP"), shall hereinafter be referred to as the "Agreement" between the two above mentioned parties.

1. **Service Rates:** Customer acknowledges that they have been made adequately aware of the initial rates and fees associated with services being rendered by the Company and have received a complete description of services to be rendered. Customer also acknowledges that the Company reserves the right to change the specified rates and charges from time to time. Any promotional offers made by the Company are contingent upon the Company maintaining its cost of service goals, including but not limited to rates charged by its suppliers. Where possible, the Company will provide the Customer with a minimum of 15 days notice of any rate changes.
2. **Payments and Fees:** Customer acknowledges that the Company is under no obligation to provide services under the terms of this Agreement until all stated charges have been paid-in-full, and Company has been able to adequately verify the validity of said payment. Recurring payments will become due and payable on the first day of the month following the completion of the first invoice term, and will continue as such for all subsequent invoices. Any account that becomes past-due may will be subject to a 10% late payment fee, and may be suspended or disabled for non-payment at any time at the sole discretion of the Company. Accounts suspended or disabled for non-payment may be subject to a restoration charge due and payable prior to service being restored. Any accounts that are not collectable by the Company will be turned over to an outside collection agency. If your account is turned over for collection, you agree to pay the Company a "Collection Fee" of not less than \$150, in addition to any fees that may be imposed by the outside collection agency or its legal representation. All services that the Company offers are considered to be provided on a strictly prepaid basis.

3. **Refund Policy:** All services rendered by the Company are provided on a non-refundable basis. This includes, but it not limited to, setup fees, monthly fees, upgrade fees, professional services fees, and bandwidth overage fees, regardless of usage. In addition, if your account is canceled by the company for violation of this Agreement or the attached Acceptable Use Policy, all payments made to the Company become completely nonrefundable. Customer agrees not to charge back any credit card payments for services rendered. In the event that a customer files a charge back or other payment dispute, they will be considered to be in violation of this agreement and may be subject to collection action as described in section 2 above.
4. **Service Cancellation:** Requests to cancel services may be made by notifying our Billing Department from within our billing and customer management system. **All requests for service cancellation must be made a minimum of 5 days prior to the renewal date of the service being cancelled.** Failure to provide notice at least 5 days prior to the renewal date will result in a full billable monthly cycle prior to cancellation. Where all services are considered to be provided on a strictly prepaid basis, no prorated or partial refunds will be made. All outstanding invoices must be paid in full prior to requesting cancellation, and all unpaid charges must be satisfied prior to the return of any customer-owned equipment.
5. **Billing Errors:** Customer acknowledges that the Company will make it's best effort to ensure that all invoices are correctly issued. However, should Customer note any possible errors, Customer agrees to notify our Billing department within 15 days of the issuance of the errant invoice. After 15 days, all invoices will be assumed to be correct, and no further billing adjustments will be made.
6. **Credit Card Payments:** Where available, the Customer authorizes the Company to automatically debit any credit/debit card(s) placed on file with the Company during the ordering process or via subsequent account updates on the due date of each invoice. Invoices will be emailed to the Customer prior to any credit card charges being placed at the beginning of each billing period. Should the Customer's credit card be declined for any reason, Company will contact customer to notify them of the declined charge, and will continue to resubmit the credit card on file for payment until the balance is paid in full. If the Company is not able to charge the Customer's credit card as noted above for the full amount due, Customer authorizes the Company to split the total amount due across multiple debit transactions to the credit card(s) on file equaling the total amount due.

7. **Indemnification:** Under no circumstances shall the Company be held liable for damages resulting from any interruption of service for an amount greater than the amount of the charges payable by the Customer for services during the period damages occurred. Customer also acknowledges that in no case will the Company be liable for damages as a result of its own negligence in excess of the charges payable by the Customer for services during the period damages occurred. Customer acknowledges that they make use of Companies' services and facilities at their own risk.
8. **Services & Equipment:** Customer acknowledges that the Company is providing a service. All physical equipment is on a lease and will be returned at the end of your service with us in good working order.
9. **Privacy Policy:** Company will not sell, lease, borrow, give, or otherwise dispose of any type of customer provided information to any third party unless compelled to do so by law or in cooperation with any law enforcement investigation. Company reserves the right to collect and utilize any customer information, including, but not limited to email addresses and web site cookies, for internal tracking and/or marketing purposes.
10. **Violation of Terms:** Should Customer violate any of these terms, the Company will attempt to contact the customer by email or telephone before taking any action where avoidable. However, the Company will pursue whatever action is necessary to serve its best interest in these cases, even if that should necessitate the suspension or termination of Customer's services without any type of notification.