



**These Terms and Conditions of Service** constitute the agreement (“Agreement”) between Channel Networks Inc. (“we,” “us,” “CNI” or “Channel Networks Inc.”) and the user (“you,” “user,” “Customer” or “Subscriber”) of Channel Networks Inc. business Services and any related products or Services (“Service”).

This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device (“Device” or “Equipment”), used in conjunction with the Service. If you purchased Equipment from a dealer, retail store or other provider other than Channel Networks Inc., you are a “Retail Customer” for purposes of this Agreement.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ, UNDERSTAND AND FULLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

## **1. EMERGENCY SERVICES – 911 DIALING**

**1.1 Non-Availability of Traditional 911 or E911 Dialing Service.** The Service does not support traditional 911 or E911 access to emergency Services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as “911 Dialing” which is a limited emergency calling Service available only on Channel Networks Inc.-certified Devices or Equipment. The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or Subscriber provided Customer Premise Equipment. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on our website, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each Channel Networks Inc. phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 Service as described on our website page for 911 Dialing under “Features,” and below. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the Channel Networks Inc. 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the “911 Sticker”). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at (877) 717-9579.

**1.2 Registration of Physical Location Required.** For each phone number that you use for the Service, you must register with Channel Network, Inc. the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the “911” registration link on your Channel Networks Inc. web account dashboard features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

**1.3 Confirmation of Activation Required.** Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

**1.4 How 911 Dialing Feature Operates.** We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party Service providers, including, without limitation, call routers, call centers and public Service answering points, for the purpose of dispatching emergency Services personnel to your registered location.

**1.5 Service Outages.** If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, the following:

**(a) Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

**(b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service.** Service outages or suspensions or terminations of Service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

**(c) Service Outage Due to Suspension or Termination of Your Channel Networks Inc. Account.** Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

**(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with provider to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that Channel Networks Inc. is not responsible for the blocking of

ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, that may result. In the event you lose Service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges, unless and until you terminate the Service in accordance with this Agreement.

**(e) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning.** Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement

#### **1.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers.**

911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

#### **1.7 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.**

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

#### **1.8 Possible Lack of Automatic Number Identification.**

It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

#### **1.9 No Automated Location Identification.**

In most Service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.

#### **1.10 Disclaimer of Liability and Indemnification.**

We do not have any control over whether, or the manner in which, calls using our 911 Dialing Service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Channel Network, Inc. nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing Service unless such claims or

causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Channel Networks Inc. its officers, directors, employees, affiliates and agents and any other Service provider who furnishes Services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency Service personnel.

**1.11 Alternate 911 Arrangements.**

If you are not comfortable with the limitations of the 911 Dialing Service, you should consider having an alternate means of accessing traditional 911 or E911 Services,

**2. SERVICE**

**2.1 Term of Service.**

Service is offered on a monthly or multi-year basis as is determined in your Channel Networks Inc. Service Quote and Activation Order form, or via our online ordering process. The term begins on the date that Channel Networks Inc. activates your Service and ends on the day before the anniversary date of your Term.

**2.2 Minimum Service Period: Cancellation of Service in Less Than 90 Days.**

Channel Networks Inc. establishes Services for all new Customers' with one-time setup fees that are subsidized and do not represent actual costs. This subsidy is based on the assumption of your Services being maintained for an extended period of more than 90 days. If you decide to cancel the Services in less than 90 days from the Service activation date, You will be subject to and liable for the normal setup fee which is \$300 and in addition to all other fees, charges, or costs for your Services that are due to us. Contract customers who cancel in less than 90 days from the Service activation date will be subject to this normal setup fee but not any early termination fees. After 90 days, all customers can cancel Services according to the standard cancellation terms elsewhere in this agreement.

**2.3 Satisfaction Guarantee for Contracted Customer, Conditions & Limitations.**

A multi-year contract customer is provided with a satisfaction guarantee during the first 120 days of the contract term agreement. Beginning with the Service activation date, a customer may choose to cancel your Services with Channel Networks Inc. anytime during the 120 day guarantee period if you are not satisfied for any reason and you will not be subject to the early termination fees which apply after the guarantee period ends and which are detailed in section 6.3 of this terms of Service agreement. However, if you cancel Service from one (1) to 90 days after Service activation, you will be subject to the same \$300 normal setup fss as described in item 2.2 immediately above. You must notify Channel Networks Inc. in writing of your intent to cancel Services under contract. Customer will still be fully liable and obligated to pay all current Service charges and usage based charges as well as any taxes and normal fees and these amounts will become immediately due and payable upon Service cancellation notice to Channel Networks Inc. All Equipment and Devices purchased from Channel Networks, Inc will remain the property of the customer and must be paid for fully. NO REFUND OF ANY KIND WILL BE PROVIDED AS PART OF THIS GUARANTEE. After 120 days, any cancellation or early termination of Services which are part of a multi-year Contract will be subject to early Termination Fees.

## **2.4 Renewal or Cancellation of Service. Termination Charges**

**Early Termination Charges a. Term of Addendum.** The initial term of the Addendum will commence on its Effective Date and end on Term quoted 12 / 24/ 36 months thereafter. Each Purchase Order shall set forth the term for the applicable Services and Products covered by such Purchase Order. This Addendum and each outstanding Purchase Order hereunder shall automatically renew for the same term as the initial term unless one Party provides the other with written notice of its intent not to renew it at least sixty (60) days prior to the end of the initial or the then-current renewal term. If a term of Service established in a Purchase Order extends beyond the date of expiration of the Addendum, the affected Service will be provided in accordance with the term established in the Purchase Order pursuant to the terms of the Addendum as though it had remained in full force and effect; provided, that no renewal terms contained in or otherwise applicable to such Purchase Order shall be valid or effective The initial term and all renewals thereof shall be the “Term” of this Addendum. **b. Termination of Addendum or Discontinuance of Service.** If Reseller terminates the Addendum or discontinues a Service for any reason, Reseller must send Channel Networks Inc. a letter via registered U.S. mail or nationally recognized overnight courier to the Notice address provided in the Standard Terms. Termination of the Addendum may not occur with less than thirty (30) days’ written notice. The notice must identify the affected Service(s) and provide the requested date of discontinuation. A purported termination or discontinuation will be in effect and Reseller will remain fully obligated to Channel Networks Inc. in the event that Reseller’s termination notice does not comply with this section, either in form or in substance. Termination of a Purchase Order or discontinuance of a Service by Reseller or an End User may subject Reseller to liability for Early Termination Charges as hereinafter provided, and for such other fees, surcharges and costs as Channel Networks Inc. may incur as a result of such early termination or discontinuance. **c. Early Termination Charges.** If Reseller cancels or terminates a Purchase Order as set forth herein this Addendum, Reseller shall be subject to (a) an early termination fee equivalent to the MRC for the affected Services multiplied by the number of remaining months in the then current Purchase Order term for the affected Service; and (b) payment of any waived installation, third party provisioning and/or construction charges (collectively, “Early Termination Charges”). All Early Termination Charges shall be paid to Channel Networks Inc. within thirty (30) days of receipt of a final invoice from Channel Networks Inc. (“Final Invoice”). **d. Equipment. Channel Networks Inc. Equipment.** If Channel Networks Inc. Inc. provides Customer with the Rental Equipment designated as defined on the initial Channel Networks Inc. Quotation for Service along with any subsequent Quotation for Service where additional Equipment may be required. The Equipment shall, at all times, remain the property of the Channel Networks Inc. and upon cancellation, termination or expiration, as prescribed herein, of these Terms & Conditions Of Service and Use, shall immediately be returned to the Channel Networks Inc. in the same condition as existed prior to Customer use, less reasonable wear and tear as excepted by Channel Networks Inc. Unless provided however the Customer has purchased the Equipment outright from Channel Networks Inc., in such case Customer shall retain ownership of the Equipment. As prescribed herein if either Channel Networks Inc. cancels or terminates Use of Service, or; the Customer cancels or terminates Service prior to the end of the use term as defined in these Terms and Conditions of Service and Use, or any subsequent renewal; Customer shall be duly bound to pay Channel Networks Inc. for the remaining balance of and for any Equipment lease, rental or financing fees plus interest for the total amount of the value of the Equipment in the event Customer does not return the Equipment to Channel Networks Inc. Additional Terms and Conditions related to Equipment and Equipment rental and use can be found at <https://Channel Networks Inc.com> Terms & Conditions. **e. Customer Equipment.**

Channel Networks Inc. shall not be responsible or liable in any manner for any Equipment provided by Customer and Customer shall be the sole and responsible Party to support and maintain its own Equipment.

**2.5 Use of Service and Channel Networks Inc. provided Device.**

You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

**2.6 Prohibited Uses.**

**(a) Unlawful.**

You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Channel Networks Inc. will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

**(b) Inappropriate Conduct.**

You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Channel Networks Inc. will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others

**2.7 Use of Service and Device by Customers outside the United States.**

Although we encourage you to use of the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States and Canada. If you use the Service or the Device outside of the

United States or Canada, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device outside of the United States or Canada.

**2.8 Copyright; Trademark;  
Unauthorized Usage of Device; Firmware or Software.**

**(a) Copyright; Trademark.**

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, Service marks, trademarks, trade names, logos and domain names (collectively “marks”) are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

**(b) Unauthorized Usage of Device; Firmware or Software.**

You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

**2.9 Tampering with the Device or Service.**

You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such termination, you will remain responsible for the full month’s charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

**2.10 Theft of Service or Fraudulent Usage .**

You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be

liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

## **2.11 Return of Device (Does Not Apply to Customers who use Devices not provided by Channel Networks Inc. directly).**

### **(a) Retail Customers.**

A Retail Customer may only return the Device to the retail store, dealer or other provider from which the Retail Customer purchased the Device. All returns will be subject to the return policy of such retail store, dealer or other provider. We will not accept any Device returned to us from a Retail Customer.

### **(b) Non-Retail Customers.**

Non-Retail Customers may return the Device to us within fourteen (14) days of the termination of Service to receive a credit for any termination fee (See Section 3.6) provided that:

- \* the Service is terminated within the first thirty (30) days following the activation of the Service;
- \* the Device is in original condition, reasonable wear and tear excluded;
- \* the original proof of purchase are returned with the Device, together with the original packaging, all parts, accessories, and documentation;
- \* prior to returning the Device to us, you obtain a valid return authorization number from our customer care department, which can be reached at [billing@channelnetworksinc.com](mailto:billing@channelnetworksinc.com). This e-mail address is being protected from spambots. You need JavaScript enabled to view it. This email address is being protected from spam bots, you need JavaScript enabled to view it or 1-(877) 717-9579; and
- \* you pay all costs of shipping the Device back to us.

If you disconnect multiple lines, we will issue you a credit for all termination fees upon receipt of all Devices in accordance with the requirements set forth above.

If you receive cartons or Devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact our customer care department immediately at [billing@channelnetworksinc.com](mailto:billing@channelnetworksinc.com). This e-mail address is being protected from spambots. You need JavaScript enabled to view it. This email address is being protected from spam bots, you need JavaScript enabled to view it or 877-717-9579.

## **2.12 Number Transfer on Service Termination.**

Upon the termination of your Service, we may, in our sole and absolute discretion, release to your new Service provider the telephone number that you ported (transferred or moved over) to us from your previous Service provider and used in connection with your Service if:

- \* such new Service provider is able to accept such number;
- \* your account has been properly terminated;
- \* your account is completely current, including payment for all charges and applicable termination fees; and
- \* you request the transfer upon terminating your account.

## **2.13 Service Distinctions.**

The Service is not a telecommunications Service and we provide it on a best efforts basis. Important distinctions exist between telecommunications Service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications



Service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

#### **2.14 Ownership and Risk of Loss.**

You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

#### **2.15 Incompatibility with Other Services.**

##### **(a) Security Systems.**

The Service may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

##### **(b) Certain Broadband and Cable Modem Services.**

You acknowledge that the Service presently may not be compatible with some broadband Services. You further acknowledge that some providers of broadband Service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband Services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband Service.

### **3. INFRASTRUCTURE FUNCTIONALITIES AND FEATURES.**

#### **3.1 Standard and Optional Functions / Features.**

The Service may include both “Standard” and “Optional” functions and features. Standard features are those that are included with a specific Service or Service plan without any additional or specified charge. Optional features are those that a Customer may choose to add to a Service or Service plan and will generally be separately identified and will often be at an additional charge beyond that paid for the basic Service or plan. We reserve the right to alter or change both Standard and Optional features and the associated charges if any at our sole discretion and at any time.

#### **3.2 Guarantee of Functions / Features for Contract Customers.**

Customers with multi-year contracts will be guaranteed access to functions / features equal to or greater than those included with the contracted Services and specified at the time of the contract origination at the fixed contract pricing until the contract expires. At the time of contract expiration, functions / features and the prices associated with them may change to reflect the then current features, functions, and pricing at that time.

#### **3.3 Optional Recording Feature.**

Channel Networks Inc. Service provides an optional function that allows a User or Subscriber to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by state to state. Subscriber is solely responsible for applying the local laws in the relevant jurisdiction when using this feature.

#### **3.4 Charges for Conference Bridge Calls.**

CNI will charge customer per minute for each caller who calls into Customer Conference

Bridge. Customer Conference Bridge per minute usage fee will be the lower of (i) 1.5 cents per minute, or (ii) the per minute Conference Bridge usage fee determined in Customer Service Activation Form or online order form. The per-minute usage fee will be calculated based on all participants on the conference bridge, including on-network and off-network participants.

**3.5 Charges for Directory Calls (411).**

CNI will charge customer \$1.50 for each call made to Channel Networks directory assistance. We reserve the right to change this charge at our sole discretion.

**3.6 Charges for Toll Free Numbers.**

CNI will charge customer \$4.50 per Toll Free Number. We reserve the right to change this charge at our sole discretion,

**3.7 Charges for E911 Address Entry for Telephone DID Numbers.**

CNI will charge customer \$2.95 per Telephone / DID number that requires E911 Address Entry to E911 database for each location. Eg: If customer has one hunt group with 4 numbers, only requires one E911 entry. If has two hunt groups. Requires two entries. We reserve the right to change this charge at our sole discretion,

**3.8 No 0+ or Operator Assisted Calling; May Not Support x11 Calls.**

The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

**3.9 No Directory Listing by Default.**

The phone numbers provided to the Customer by Channel Networks LLC will not be listed in any telephone directories on a general or default basis. A Directory Listing and provisioning for Directory Assistance to allow outside parties to locate the phone numbers provided by US to customer may be purchased as an optional Feature at additional charge. Phone numbers transferred and ported to CNI Service from customer local phone company or former provider may, however, be already listed. As a result, someone may or may not find you in a Directory Listing or with Directory Assistance. Furthermore, someone may or may not be able to utilize customer phone number in a reverse directory to find your.

**3.10 Recovery of Payphone Charges.**

If Customer, or anyone calling Customer, uses CNI "Toll Free" features or any toll free feature that CNI offers in the future, CNI will be entitled to recover from customer any charges imposed on CNI either directly or indirectly in connection with toll free calls made to customer's number. This includes but is not limited to surcharges that may be imposed on Channel Networks Inc. by 3rd party providers of payphone services for individuals using Customer toll free Services purchased from CNI. Channel Networks Inc. may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as CNI deem appropriate for the recovery of these costs.

**4. CHARGES; PAYMENTS; TAXES; TERMINATION**

#### **4.1 Billing.**

When the Service is activated, you must provide us with a valid email address and a credit or debit card number from either American Express, Mastercard or Visa. We reserve the right to stop accepting credit or debit cards from one or more issuers. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is canceled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your credit or debit card, including but not limited to:

- \* activation fees;
- \* monthly Service fees;
- \* international usage charges;
- \* advanced feature charges;
- \* equipment purchases;
- \* termination fees; and
- \* shipping and handling charges.

Invoice payments can be paid by Credit Card, Debit Card or Company Check with terms of Net 30 Days. Late Payment Charges. A late payment charge of 1.5% will be added to any past due balances over 30 day's. Please allow at least 7 day's if mailing.

The amount of such fees and charges shall be published on our website and may change from time to time. Notification of monthly invoices will be sent to you via your email address on file with us and you will receive an email address along with a pin number to pull up your invoice, review it and print it out. Should you want a summary paper bill mailed to you, this can be done at a MRC of \$8.00 per bill. Any Domestic calling usage charges will be billed in 6 second /6 second increments. Any International calling usage will be billed in 30 second / 6 second increments.

#### **3.2 Billing Disputes.**

You must notify us in writing within seven days after receiving your credit or debit card statement if you dispute any Channel Networks Inc. charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Customer Care Billing Department  
Channel Networks Inc.  
3650 Coral Ridge Drive, Suite 110  
Coral Springs, Fl. 33065

-or-

accounting@channelnetworksinc.com This e-mail address is being protected from spambots. You need JavaScript enabled to view it This email address is being protected from spam bots, you need JavaScript enabled to view it

#### **3.3 Payment and Collection.**

##### **(a) Payment.**

We accept payment by credit card, debit card or company check. CNI will charge your credit or debit card 30 day's from your invoice date. This authorization will remain valid until 30 days after we receive written notice from you terminating our authority to charge your credit or debit card, whereupon we will charge your credit or debit card for the termination fee, if applicable, and any other outstanding charges and terminate your Service. We may terminate your Service at any time in our sole and absolute discretion if any charge to your credit or debit card is declined or reversed, your credit or debit card expires and you have not provided us with a valid replacement credit or debit card or in case of any other non-payment of account charges. Check Payments will be due 30 day's from invoice date.

**(b) Collection.**

If your Service is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

**3.4 Termination;**

**Discontinuance of Service.**

We reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

**3.5 Taxes.**

You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

**3.6 Termination Fee.**

You may be charged a termination fee of \$9.99 per phone number or device, and the FULL RETAIL PRICE for each Device supplied by Channel Networks Inc. if your Service is terminated for any reason during the Term following the activation of your Service.

**3.7 Money Back Guarantee; Limitations and Conditions.**

**(a) Money Back Guarantee.**

We offer Business subscribers a 30-day money back guarantee from the date of activation of Service. The money back guarantee applies only to the first-ordered Service package, not to additional or secondary orders. We will refund the activation fee and monthly charge for first month of Service provided that:

- \* you have not exceeded 2000 minutes of usage; and
- \* you cancel your Service within the 30-day period.

Federal excise taxes and any other applicable taxes cannot be refunded. You will remain responsible for any charges for usage fees including but not limited to local or international usage, calls to Channel Networks Inc. toll free numbers and directory assistance. We reserve the right to terminate or revoke this money back guarantee at any time, without prior notice.

### **3.8 Payphone Charges.**

If you use our "Toll Free" feature or any toll free feature that we offer in the future, we will be entitled to recover from you any charges imposed on us either directly or indirectly in connection with toll free calls made to your number. We may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as we deem appropriate for the recovery of these costs.

## **4. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES**

### **4.1 Limitation of Liability.**

We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- \* an act or omission of an underlying carrier, Service provider, vendor or other third party;
- \* equipment, network or facility failure;
- \* equipment, network or facility upgrade or modification;
- \* force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- \* equipment, network or facility shortage;
- \* equipment or facility relocation;
- \* Service, equipment, network or facility failure caused by the loss of power to you;
- \* outage of, or blocking of ports by, your ISP or broadband Service provider or other impediment to usage of the Service caused by any third party;
- \* any act or omission by you or any person using the Service or Device provided to you; or
- \* any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

### **4.2 Disclaimer of Liability for Damages.**

IN NO EVENT WILL CHANNEL NETWORKS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE

LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

#### **4.3 Indemnification and Survival.**

##### **(a) Indemnification.**

You shall defend, indemnify, and hold harmless Channel Networks Inc. its officers, directors, employees, affiliates and agents and any other Service provider who furnishes Services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Device.

##### **(b) Survival.**

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

#### **4.4 No Warranties on Service.**

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER CHANNEL NETWORKS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CHANNEL NETWORKS OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY CHANNEL NETWORKS OR CHANNEL NETWORKS AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

#### **4.5 Device Warranties.**

(a) Limited Warranty. Except as set forth herein, if you received the Device new from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

(b) No Warranty. If your Device did not include a limited warranty from us at the time of

receipt, you are accepting the Device “as is”. You are not entitled to replacement, repair or refund in the event of any defect.

**(c) Disclaimer.**

OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS “ERROR FREE” OR WILL MEET CUSTOMER’S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS CUSTOMERS.

**4.6 No Third Party Beneficiaries.**

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

**4.7 Content.**

You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a “User”). You shall assure that your and your User’s use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend your Services and remove your or your Users’ content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users’ use or content.

**4.8 Recording Conversations.**

Channel Networks Inc. provides a function that allows a user or Subscriber to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by state to state. Subscriber is solely responsible for applying the local laws in the relevant jurisdiction when using this feature.

**5. MISCELLANEOUS**

**5.1 Governing Law.**

The Agreement and the relationship between you and us is governed by the laws of the Commonwealth of Florida without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 5.2, you shall submit to the personal and exclusive jurisdiction of the courts located within the Commonwealth of Florida and waive any objection as to venue or inconvenient forum.

## **5.2 Mandatory Arbitration and No Jury Trial.**

Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Broward County, Florida. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, BROWARD COUNTY, FLORIDA.

## **5.3 No Waiver of Rights.**

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

## **5.4 Entire Agreement.**

This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and Channel Networks Inc. and govern the use of the Service by you, members of your business, employees and guests. This Agreement supersedes any prior agreements between you and Channel Networks Inc. and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

## **5.5 Severability.**

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

## **6. FUTURE CHANGES TO THIS AGREEMENT**

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on [www.channelnetworksinc.com.com](http://www.channelnetworksinc.com.com). Channel Networks Inc. will make best efforts to notify Customers in advance via email regarding changes to the terms and conditions of this Agreement. Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of Service, including, without limitation, any terms included with the packaging of the Device and also supersedes any



written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

## **7. PRIVACY**

Channel Networks Inc. Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Channel Networks Inc. is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our website at [www.channelnetworksincom](http://www.channelnetworksincom) for additional Privacy Policy information.

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