



***TERMS AND CONDITIONS***

## Emergency Services Terms and Conditions

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**Customer** – You, the person or entity, and also its contractors, agents, employees, associates, shareholders, partners or associates using the Voice over IP telephone service provided by Complete Computers.

**911** – Emergency call service typically used for delivering emergency calls to a public safety access point.

**PSAP** – Public Safety Answering Point for Voice over IP telephone service.

**VOIP** – Voice over IP Telephone Service

**DID** – Direct Inward Dial Telephone Number.

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### Terms and Conditions

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Due to the recent pursuant FCC rulings and regulations, ALL customers who are using VOIP telephone services as their primary residential or business telephone carrier must activate 911 Emergency Services on the primary DID associated with their service.

Enhanced 911, the portion of the 911 service which delivers physical address information to the local PSAP is not guaranteed. It is possible that your physical address information may not be passed to the PSAP dispatcher. On occasions such as this, you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.

Due to the nature of Voice over IP telephone service, customer understands and shall not hold Complete Computers, associates, partners, employees or any affiliate associated with Complete Computers liable for the incompleteness of address or call information for 911 services. Additionally loss of electrical power, Internet access and or several other conditions may impede 911 call termination.

Voice over IP e911 telephone service provided by Complete Computers is based upon a fixed location for service. The service is not nomadic and does not allow for roaming. Customer understands and agrees that e911 is based upon the physical customer address outlined below and that under no circumstances shall the VoIP telephone service be moved, relocated or used in any other location.

In the event that the service is moved, the customer assumes all responsibility in the event that e911 services are used. With incorrect location information, the PSAP dispatcher will be unable to locate the customer's location and may dispatch emergency services to the incorrect address and not the customer's current location.

If the customer moves the service to another location, the customer accepts full responsibility and will not hold Complete Computers, associates, or the local PSAP liable.

In order for e911 address to be passed to the local PSAP dispatcher, you must ensure your service is configured with the proper 10 digit caller ID information associated with your Voice over IP telephone service. Therefore by agreeing to these Terms and Conditions, customer agrees to ensure the service is or has been properly configured with the proper Caller ID information and address information associated with the e911 service is accurate. Failure to set the correct caller ID value will result in a non-refundable service fee of \$95.00 surcharge per 911 termination call.

By using e911 service, customer agrees that Complete Computers, its contractors, executives, members, customers, agents, employees, carriers, 911 providers and anyone else associated with Complete Computers are not held liable for emergency calls failing, even if the fault is proven to have been caused by Complete Computers or its associates.

As the regulations and statute for Voice over IP e911 service changes, Complete Computers reserves the right to modify these terms and conditions at any time.

## **Local Number Portability Agreement**

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The Local Number Portability (“Agreement”) is between Complete Computers and the Customer for the purpose of porting local telephone and toll free numbers.

Complete Computers provides no guarantee that it can port a specific number from the current service provider without first qualifying that the number is in an area and current carrier that allows telephone numbers to be ported.

Telephone number porting can be rejected by for several reasons which may include: incorrect or insufficient information, incorrect current telephone account owner, or additional services that are associated with the telephone numbers that cause conflict with the telephone number porting process.

Customer acknowledges that Complete Computers will only port the telephone number requested and not any other services associated with the telephone number with the current carrier.

Customer acknowledges that any other service provided by the current carrier that is not part of the telephone number will be the Customer’s responsibility to make provisions with the current provider if those service are to remain active or to be discontinued.

Customer acknowledges that there may be a service interruption during the port process. Complete Computers will not be held responsible for outages.

Complete Computers cannot provide a guarantee on how long the porting of telephone number(s) could potential take to process. Standard telephone numbers can take 1-2 weeks to process on average and more complex ports can take up to 6-12 weeks when no complications are encountered.

Customer acknowledges that by submitting a number to be ported to Complete Computers, that it is providing Complete Computers the permission from the telephone number account owner and authority to port the number(s) submitted on the customer’s behalf.

Customer acknowledges that in the event that any service is ported away from Complete Computers, that the Customer will need to contact the carrier who will be porting the service to and discuss porting requirements.

Customer acknowledges that by porting a telephone number to Complete Computers, the additional services that were associated with that telephone number may no longer function with the current carrier. This may include services such as aDSL or other services that are dependent upon the services and/or telephone number while on the other carrier.

In some cases the existing carrier may charge a fee to port a telephone number. Complete Computers recommends that if the Customer feels that this may occur that they contact the existing carrier to validate if these charges will occur. Complete Computers is not liable for any charges from the existing carrier.

Most telephone numbers ported to Complete Computers, can be ported from our network providing the gaining supplier has made the proper arrangements. Complete Computers accepts no responsibilities for the Customer not being able to port a telephone number to a particular carrier.

Should the Customer wish to port a telephone number from Complete Computers, the Customer must contact and notify Complete Computers of their intent. Customer will need to settle all outstanding debts before Complete Computers will allow the telephone number to be ported.

Complete Computers is not responsible for any costs the gaining carrier imposes upon the Customer to port the telephone number.

Complete Computers reserves the right to charge for porting of a telephone number(s).

To determine if a telephone number is portable to a particular carrier, the Customer must contact the gaining carrier and inquire if the porting process is possible.

Complete Computers is not responsible or liable for any debt or contract issues between Customer and the existing carrier. Customer should ensure that they are not violating any existing carrier contracts before entering into this agreement.

# General Terms and Conditions

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## Operational Matters

The service is provided to the customer on "As Is" basis. Customer agrees that notwithstanding anything contained in this Agreement to the contrary, no warranty, expressed or implied is made concerning the services of Complete Computers.

Complete Computers cannot ensure 100% accuracy of service based upon the service provided on an "As Is" basis.

Service meets the category under the basis that customer's connection to the service transverses the public Internet and as such cannot be guaranteed.

Complete Computers does not warrant that the functions contained in the services will meet every requirement requested by the customer, nor will the systems be 100% error free or will operate outside the scope of which the services are intended.

## Pricing and Billing

For services outlined in this agreement, billing for services will be performed on the 1<sup>st</sup> day of each month for the previous month.

Services will be billing accordingly based upon the terms outlined in this agreement, along with any additional changes made to the account, overage usage billing, or additional services rendered as requested by the customer.

Payment for services are expected to be remitted no later than the terms specified on the customer's account.

Customer agrees that finance charges may be applied to a given service month or range of months in the event that the account becomes delinquent for nonpayment over the customer's terms.

## Termination

In the event of any termination of this Agreement, customer agrees to pay Complete Computers for all services rendered up to the point of termination, and the remaining amount that would have been billed through the contract term.

Suspension of service is not permissible under this agreement.

In the event that services provided to customer under this agreement are deemed in an unusable state, and are deemed to be at the fault of Complete Computers, and only after all professional means have been exhausted to resolve the issue shall the customer and Complete Computers discuss options for premature termination under the terms of this agreement

Termination of this agreement from issues arriving from any outside influence including but not limited to Internet connectivity, customer premises issues, force majeure, or other influences outside of Complete Computers control will not constitute justification for special contract termination negotiations.

## Limitation of Service

Customer acknowledges that Complete Computers has no control over foreign administration of third party carrier establishments, their rules, or conditions pertaining to telecommunication services. Customer agrees that absent of willful misconduct by Complete Computers, its directors, officers, employees, and agents shall not be liable for any claims, lawsuits, actions, loss or damage sustained by interconnecting carriers, customers, or end-users due to any reason including but not limited to failure in breakdown of the communication facilities associated with providing the services, for any delay, interruption or degradation of services whatsoever shall be the cause of the duration thereof, or for any other cause or claim whatsoever arising under this Agreement. In no event shall Complete Computers be liable to the customer for consequential, special or indirect losses or damages sustained by the customer or any third parties using the service however arising and whether under contract, tort, or otherwise (including, without limitation, third party claims, loss of profits, loss of customers, or damage to reputation or goodwill).

Complete Computers is not liable for any damages, including indirect, incidental, consequential, punitive, or special damages relating to the loss of data, profit, revenue or business, or the loss, damage, destruction of any property, whether by the customer, customer assignee or any other transferee that suffers loss or damage and whether or not Complete Computers is informed in advance of the possibility of such loss or damage. Complete Computers is not liable for the content, accuracy or quality of information transmitted through its equipment, facilities or services, and customer agrees to assume the risk of transmitting, receiving or using such content or information.

Complete Computers is not liable for any injuries, death or loss to any person for damage, loss or destruction of any property to any person as a result of Complete Computers act or omission in developing, adopting, implementing or operating any Emergency 911 or similar system or in identifying the telephone number, name, address, location, or any other information on anyone acting or trying to use or access the Emergency 911 or similar system. Provider is not liable for errors or omissions in any information about customer in any published directory.

In no event shall Complete Computers, its officers, directors, employees, affiliates, or agents or any other service provider who furnishes services to Complete Computers in connection with this agreement or the service be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages were found in breach of contract, breach of warranty, product liability, tort or any other theory of liability and apply whether or not Complete Computers was informed of the likelihood of any particular type of damages.

Customer's liability for Complete Computers loss or damage. To the extent that the customer is the cause of any loss, damages, or liabilities to Complete Computers, customer agrees to reimburse, compensate and pay Complete Computers for any losses, claims, damages, liabilities or penalties that Complete Computers or any of its officers, directors, agents, successors, or assigns may incur from the customer's purchase of Complete Computers services or equipment, except to the extent that any loss, damages, or liabilities are caused by Complete Computers gross negligence or willful misconduct.

### **Calling Party Number**

Customer must pass a valid and correct United States telephone number as the Caller ID (CLID) or ANI.

Complete Computers reserves the right to refuse service if such ANI is not passed.

### **Force Majeure**

No failure or omission by either party to carry out or observe any of the terms and conditions of this agreement (other than any payment obligation) shall give rise to any claim against the other party or be deemed a breach of this agreement if such failure or omission arises from an act of God, and act of Government, any cause reasonably beyond the control of either party, or any other circumstance commonly known as force majeure.

### **Governing Law**

This agreement shall be governed by the laws of the State of Mississippi.

### **911/e911 and CALEA**

Customer acknowledges awareness of various pending state and federal regulatory actions which may affect the nature and treatment of VoIP traffic including the determination as to the appropriate obligations of VoIP Providers with regard to 911/E911 and CALEA obligations.

Customer further recognizes that additional governmental action, ruling, or interpretation thereof, including but not limited to legislative action, might be taken to address the public safety obligations of VoIP services.

### **911/e911**

Customer agrees that it will provide all of its users of the service with notice that customer's VoIP services may not be 911/E911 compliant and customer shall obtain from its users adequate waivers releasing customer and Complete Computers of any and all liabilities that may arise out of claims that could be brought related to 911/E911 issues.

Customer agrees that Complete Computers' sole responsibility with regard to the provision of 911/E911 services for customer's users is only the obligation to ensure that the interconnection arrangements are 911/E911 compatible.

Customer bears sole responsibility for the verifying proper 911/E911 functionality or Alternative 911 services for its users and for any costs associated with the provisioning of these services including but not limited to interconnecting with the appropriate 911 Public Service Access Point ("PSAP") and the payment of any governmental fees or assessments related to

911/E911 or Alternative 911 services.

Customer agrees to indemnify and hold Complete Computers and all of its affiliates, subsidiaries, employees, shareholders, agents, vendors and representatives harmless for any and all claims, damages (direct and indirect), suits, costs, charges or fees (including attorney's fees and court costs) arising from or related to the provision of 911/E911 services associated with the provision of customer's Services described herein.

Due to recent FCC rulings and regulations, ALL customers who are using Complete Computers Voice over IP service as their primary residential or business telephone service, must activate 911 Emergency Services on their main telephone number.

Enhanced 911, the portion of our 911 service which delivers physical address information to your local PSAP is not guaranteed. It is possible that your physical address information may not be passed to the local PSAP dispatcher.

On occasions such as this you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.

Enhanced 911 is not available to every location within the United States at this time. For locations where e911 is not available; you will be required to announce the location of your emergency to the PSAP operator.

Due to the nature of voice over IP service, we cannot and do not guarantee your emergency call will go through.

Loss of power, Internet access and or several other conditions may cause 911 to be inoperable. Complete Computers has no control over these situations and therefore is not held liable.

In order for e911 address information to be passed to the local PSAP dispatcher, you must set your outbound caller ID to the DID that has e911 service allocated on.

By using Complete Computers 911 service, Customer agrees that Complete Computers, its contractors, executives, members, customers, agents, employees, carriers, and anyone else associate with Complete Computers is not held liable for emergency calls failing, even if it is determined that it the fault of Complete Computers or its associates.

## **CALEA**

Customer understands and agrees that there is uncertainty regarding the obligations of VoIP Providers as it relates to compliance with CALEA obligations. Nonetheless, Complete Computers and customer agree to put forth their best efforts in order to respond within the requested parameters to any legally authorized CALEA law enforcement intercept request presented, related to the Services offered pursuant to this Agreement.

## **Local Number Portability**

**Porting In** - Customer may elect to port an existing number/ANI to Complete Computers ("Port-In") for use of Complete Computers origination service.

Complete Computers will support all valid requests and will cooperate with customer to perform any Port-In in accordance with carrier's reasonable directions and Complete Computer's standard operating procedures and charges. In order to accomplish any Port-In, customer will be required to provide Complete Computers with Letter of Agency on behalf of the number subscriber in form and substance as reasonably requested by Complete Computers. Customer hereby represents and warrants to Complete Computers that customer has all necessary rights and authority necessary for any Port-In, and customer hereby agrees to indemnify, defend and hold harmless Complete Computers, its Affiliates and their officers, directors, employees and agents from and against any third party claim related to or arising out of any Port-In (or request for Port-In).

**Porting Out** -Customer acknowledges and agrees that Complete Computers may receive requests by customer, customer's end-user/customer or a third-party Provider acting as agent on behalf of customer or such end-user/customer ("Requesting Party") to port a number currently assigned to the customer, to a third party Provider ("Port-Out"). The parties agree that Complete Computers will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Complete Computer's standard operating procedures.

In the event of any Port-Out, customer agrees that until such time as the Port-Out is complete and no further traffic for such ANI traverses the Complete Computer's network, customer shall remain bound by the terms of this agreement for any and all traffic related to that number. Port-Outs will incur a charge which must be paid by the customer.

## **Entire Agreement**



This Agreement, including the relevant Attachments thereto represents the entire understanding between the Parties in relation to the matters herein and supersedes all previous agreements whether oral or written made between the Parties in relation to the subject matter hereof. Except as otherwise agreed herein, this Agreement may only be modified by a writing signed by authorized representatives of both Parties. The headings in this Agreement are for convenience of reference and shall not affect its construction or interpretation. In the event of any conflict, inconsistency or ambiguity between the provisions of this Agreement.