

# Sample Terms of Service

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The use of services provided by VOIPo LLC [hereafter referred to as "VOIPo"] constitutes agreement to these terms. BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

## E911 Service

VOIPo provides you with phone services over your broadband connection. There is an important difference between the VOIPo service and the phone service provided over a traditional phone line -- this difference is that the 9-1-1 dialing feature with VOIPo has important limitations that you should be aware of and that you advise others that may use the VOIPo service in your residence or business.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE VOIPo SERVICE BY LOGGING INTO YOUR CONTROL PANEL AND PROVIDING A VALID PHYSICAL ADDRESS.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE VOIPo SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION.

Additional limitations are as follows:

If you lose power or there is a disruption to power at the location where VOIPo is used, neither VOIPo nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the VOIPo device prior to utilizing the service, including the 9-1-1 dialing feature.

If your Internet connection or Broadband Service is lost, suspended, terminated or disrupted, neither VOIPo nor the 9-1-1 dial feature will function until the Internet connection or Broadband Service is restored.

If your VOIPo account is suspended or terminated, the VOIPo service outage will prevent the 9-1-1 dialing feature from functioning. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing VOIPo as compared to traditional 911 dialing over traditional public telephone networks.

You are responsible for the accuracy and the completeness of the address that you submit to VOIPo for the location at which VOIPo will be used and to which emergency service will be sent in the event that you use the VOIPo 9-1-1 dialing service. You are responsible for updating and of the advising us of any and all changes to the address or location at which VOIPo will be used. VOIPo uses a third party to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither VOIPo, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents 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 VOIPo 9-1-1 dialing service unless such claims or causes of action arise from VOIPo's gross negligence, recklessness or willful misconduct. You agree to release, indemnify, defend and hold harmless VOIPo, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any

other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, VOIPo 911 dialing feature or service or access emergency service personnel.

## Equipment

VOIPo provides all residential customers with a telephone adapter and softphone solution to use to connect to our service. This device remains the property of VOIPo and must be returned to cancel service. Users are not authorized to update the firmware, load third-party firmware, or otherwise tamper with VOIPo-owned devices. If a user attempts any of these things and damages the device, they will be responsible for the purchase of the device for \$49.95.

Users must not attempt to reset the device to a factory default setting by using the "reset button" on the back of the device. If a user resets the device using this reset button, VOIPo will NOT issue a replacement and the device will need to be shipped back to VOIPo at the user's expense for reprogramming. A \$25 administrative fee will be charged for this programming. Service credits will NOT be issued for the time the service is down due to the user-initiated device reset.

The use of any other third party devices (such as ATAs) or software (such as Asterisk) is strictly prohibited. Users who attempt to circumvent this restriction face immediate termination of their service. VOIPo reserves the right to remotely access and manage any devices connected to our network.

## Miscellaneous

VOIPo reserves the right to refuse to provide service to anyone at its sole discretion with or without reason. VOIPo also reserves the right to terminate accounts with or without reason at its sole discretion. If VOIPo terminates service for any reason other than a Terms of Service violation, the customer will receive a full prorated refund for any prepaid service. If VOIPo terminates service for Terms of Service violation, the user is not entitled to any refund.

## Support

VOIPo provides support for using our service and provided hardware only. We do not provide troubleshooting or support for routers, computers or internet connections. The provided phone adapter has a built in router is designed to be connected directly to a modem and then your existing router or computer connected to the built in router. If you connect the VOIPo adapter to an existing router, we cannot provide troubleshooting for your router if service does not work properly.

## Service Limitations

Due to the nature of all VoIP services, VOIPo service is not designed to be used for data connections with modems, home security systems, fax machines and related devices. It is optimized for voice only and you may experience issues and inconsistencies when using VOIPo service in non-voice scenarios.

## Residential Use Only

VOIPo services are intended for normal residential or light home office use only. Any other use is strictly prohibited. VOIPo uses automated systems to monitor usage to detect patterns which are typical of non-residential use such as autodialing, continuous call forwarding, frequent, excessively long calls to single numbers, etc. The VOIPo Freedom plan is designed for customers with average usage of under 3,000 minutes per month. Accounts exceeding 3,000 minutes per month on a regular basis may be subject to review and reclassification. VOIPo shall have sole discretion to determine whether service is being used for residential purposes or not. VOIPo does not provide business services at this time.

## Cancellations

All cancellations must be made online at [www.voipo.com/cancel](http://www.voipo.com/cancel)

For more information regarding cancellation procedure, please email [support@voipo.com](mailto:support@voipo.com).

Before a cancellation can be processed, users must return the provided VOIPo phone adapter. If a user wishes to cancel service without returning the VOIPo phone adapter, a \$49.95 fee for the purchase of the adapter will be charged.

#### Billing

Accounts renew automatically unless canceled. Accounts will renew on or around the anniversary of your initial order based on your selected term. All VOIPo services are prepaid at least one month in advance. If you have a credit card on file, VOIPo will bill you automatically when charges are due. Customers are responsible for all international calling usage charges and premium calls (such as 411) billed to their accounts. VOIPo will bill your credit card automatically for these charges automatically. These charges may be delayed at our discretion or billed at any point immediately following the completion of such calls.

Annual promotional plans for residential service will renew at standard pricing after the first 12 months. Promotional pricing is applicable to the first year only unless otherwise stated. Standard pricing is \$199 Annually or \$19.95 Monthly.

If you do not have a credit card on file and use another accepted payment method such as PayPal which may require manual payments to be made, it is your responsibility to ensure that you have a positive account balance at all times. VOIPo is a prepaid service and does not provide a grace period for billing. If invoices are not paid by the due date, your account may be subject to immediate disconnection and a \$5 late fee.

#### Right to Refuse Service

VOIPo reserves the right to refuse to provide service to anyone at its sole discretion with or without reason. VOIPo also reserves the right to terminate accounts with or without reason at its sole discretion. If VOIPo terminates service for any reason other than a Terms of Service violation, the customer will receive a full prorated refund for any prepaid service. If VOIPo terminates service for Terms of Service violation, the user is not entitled to any refund.

#### Privacy

VOIPo utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. VOIPo makes no claims with regards to the privacy of voice packets transmitted over public networks.

#### Indemnification

Customer agrees that it shall defend, indemnify, save and hold VOIPo harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against VOIPo, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless VOIPo against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with VOIPo; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;

#### Binding Arbitration

By using any VOIPo service, you agree to submit to binding arbitration. If any disputes or claims arise against VOIPo or its subsidiaries, its agents, its employees, its officers, or its owners, such disputes will be handled by an arbitrator of VOIPo's choosing. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Texas. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause.

#### Disclaimer

VOIPo shall not be responsible for any damages you or your business may suffer. VOIPo makes no warranties of any kind, expressed or implied for services we provide. VOIPo disclaims any warranty or merchantability or fitness for a particular purpose. Since we use the public internet to delivery service, we cannot guarantee uptime or availability of service.

#### Change of Terms

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 our website. These changes will become binding and effective the date they are posted to our website. 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.