



PBX ON THE CLOUD SERVICE TERMS AND CONDITIONS

PBX On The Cloud (<http://pbxonthecloud.com> or <http://unifycomm.com> or <http://smartonthecloud.com>) services (“services”) are owned and operated by Unifycomm, LLC (“we”, “us”, “our” or “Unifycomm”). Unifycomm, LLC provides its services to you (“Customer”, “you” or “end user”) subject to the following conditions.

If you buy and use our “services”, you affirmatively accept the terms and conditions in this document. Continued use of the “services”, indicated by payment of one or several invoices related to them, constitutes the affirmative agreement to these terms and conditions in this document.

Unifycomm reserves the right to change the terms, conditions, and notices under which these “services” are offered, including but not limited to the charges associated with the use of Unifycomm sites and services.

1. Electronic Communications

1.1. When you visit Unifycomm websites or send emails, instant messages, or faxes to us, you are communicating with us electronically. Electronic Signatures and Agreement(s): Customer hereby agrees to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our websites, emails, instant messages or faxes. Furthermore, the Customer hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

2. Copyright

2.1. All content on Unifycomm sites, such as text, graphics, logos, button icons, images, data compilations and software, is the property of Unifycomm and is protected by international copyright laws. The compilation of all content on Unifycomm sites are the exclusive property of Unifycomm or its business partners and is protected by international copyright laws.

3. Services & Conditions

3.1. Unifycomm shall not be held liable for any delay or failure to provide service(s) at any time. In no event shall Unifycomm, its officers, Directors, Employees, Shareholders, Affiliates, Agents or Providers who furnishes services to customer in connection with this agreement or the service be liable for any direct, incident, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, loss of revenue, profits or anticipated profits, or damages arising out of or in connection to the use or inability to use the service. The limitations set forth herein apply to the claimed founded in Breach of Contract, Breach of Warranty, Product Liability, Tort, and any and all other liability and apply whether or not Unifycomm was informed of the likelihood of any particular type of damage.

3.2. Unifycomm makes no warranties of any kind, written or implied, to the service which it provides.



3.3. Unifycomm provides prepaid services only. You must keep a positive balance to retain services with Unifycomm. You must pay all negative balances immediately. Customer agrees to always keep a positive balance in customer's account and agrees to pay the actual rates published in our websites for all services and local or long distance (national and international) calls applicable. Customer agrees to pay any and all charges that customer incurs while using Unifycomm' services, including applicable telecommunication and Sales taxes applicable.

3.4. Unifycomm services are not intended for use as a primary telephone source for business or residential users as they depend on Internet Service Providers services.

3.5. Unifycomm doesn't offer any unlimited plan for outbound calling unless we have a special written agreement with you.

3.6. Any call placed to Directory Assistance in the USA (411, 1-XXX-555-1212) including Toll Free numbers (1-800-555-1212) will incur a per call charge (Minimum of \$0.99 US Dollars) as the call will be routed to a national Directory Assistance call center.

3.7. At Unifycomm sole discretion, you may incur a port away fee for any DID number(s) leaving Unifycomm network as this is a pass-through charge from Unifycomm' underlying carrier(s).

3.8. All calls placed through Unifycomm are billed at 6 second increments for USA and Canada and 60 seconds increments for any other countries unless otherwise stated.

3.9. Customer will comply with all applicable laws, statutes, rules and regulations including, but no limited to, the Telephone Consumer Protection Act (TCPA), codified at 47 U.S.C. 227, the FCC Rules implementing the TCPA, codified at 47 CFR § 64.1200, et. seq, and the Telemarketing Sales Rule (TSR), codified at 16 CFR 310. An electronic copy of these documents will be provided to Customer upon request. Unifycomm may deny or terminate service to Customer without notice if any of these laws, statutes, rules and regulations are violated. Use of Unifycomm services for robocalling, telemarketing, broadcast faxing, delivery of unauthorized or unsolicited advertising, promotional materials or solicitations is strictly prohibited. Failure to abide by these terms will result in immediate account termination. For calls to USA, Customer abides by the Federal Communications Commission's (FCC) Robocall Mitigation rules. Unifycomm will respond to traceback requests from the Commission, civil and criminal law enforcement, or the Industry Traceback Consortium, and cooperate with such entities in investigating and stopping any illegal robocalling activities. Customer will indemnify and hold harmless Unifycomm and its affiliates, officers, agents and employees from and against any claims, losses, penalties, fines and/or damages that Unifycomm incurs due to Customer's violation of TCPA, TSR or other applicable laws, rules and regulations.

3.10. Customer agrees that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in Harris County, State of Texas, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the customer and Unifycomm. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Customer and Unifycomm shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay counsel fees and expenses.



By **UnifyComm**

3.11. Violation of any state or federal laws or laws for any other competent jurisdiction may result in immediate account termination and/or disconnection of the offending service.

3.12. Unifycomm reserves the right to terminate service at any time with or without notice; especially if Customer is found to be in violation of Unifycomm' Terms & Conditions. You agree that Unifycomm shall not be liable to you or to any third party for any modification, suspension or discontinuance of service.

3.13. Due to the nature of this industry and to ensure full compliance with applicable laws and regulations, Unifycomm reserves the right to request the following documentation for verification purposes; For business users, a copy of the company agreement and Tax ID (Employer Identification Number or equivalent). For both business and residential/individual users that will be paying for their services using a Debit or Credit Card: A written authorization to charge the card used to establish the account along with an official and valid photo identification such as a Passport, Driver's License or other official or government issued identification for whoever is authorized to open the account with us.

4. Product Configuration

4.1. If customer decides to use equipment not sold by Unifycomm, we will not offer technical assistance for these devices. This includes PBX Servers/Switches, IP Phones, IP gateways and ATA Adapters.

4.2. We do provide sample configuration for use with IP Phones/Softphones. This information may be provided in our websites, via e-mail or via printed material. The sample configuration provided will not assist with internal network, routing or calling plans. It is the end user's responsibility to properly configure their servers and or devices for use with Unifycomm services.

5. Termination and Refund Policy

5.1 Customer may terminate the use of Unifycomm services at any time by sending a written notice to us.

5.2. We offer full refunds on remaining pre-paid balance upon request for all payments made within 60 days. We do not offer refunds for monthly subscriptions such as regular or Toll-Free phone numbers (DID's). There will be no refunds for one-time/setup fees.

6. Site Policies, Modification & Severability

6.1. We reserve the right to make changes to our websites, policies, and these Terms & Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

7. General Complaints

7.1. Please send reports of activity in violation of these Terms & Conditions to abuse@unifycomm.com. Unifycomm will reasonably investigate incidents involving such violations. Unifycomm may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may involve criminal and civil liability.



8. e911 service

8.1 Definitions

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

e911: Enhanced 911

PSAP: Public Safety Answering Point

VoIP: Voice over IP

8.2 e911 Terms & Conditions for USA phone numbers

Due to recent pursuant FCC rulings and regulations, All customers who are using Unifycomm services with USA phone numbers as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one of their phone numbers (DIDs).

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 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 service is not available to every location within the United States at this time. For locations e911 is not currently available; You will be required to announce the location of your emergency to the PSAP dispatcher.

Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will complete. Loss of power, Internet access and or several other conditions may cause 911 to be inoperable. We have no control over those types of situations therefore are not held liable. Unifycomm will do everything within their power to prevent service outages within its network.

In order for e911 address information to be passed to your local PSAP dispatcher, we will be setting your outbound caller ID value to the specific DID you are purchasing e911 service for. Therefore, by agreeing to these Terms & Conditions you the customer agrees that such Caller ID number will be used for the DID you have enabled e911 services for when making an outbound 911 emergency call. Failure to activate 911 Emergency Services with us will result in a non-refundable \$130 surcharge per 911 call made.

By using Unifycomm' Enhanced 911 service, Customer agrees that Unifycomm, it's contractors, executives, members, customers, agents, employees, carriers, 911 providers, and anyone else associated with Unifycomm is not held liable for emergency calls failing, even if it is determined that it is the fault of Unifycomm or it's associates. Customers further agree that they will notify their customers, contractors, agents, employees, associates, shareholders, partners, and anyone who may use the Unifycomm 911 service of our limitations and make such persons agree to not hold Unifycomm or them liable.

Customer will be charged a regulatory recovery fee of \$1.50 per month for each DID submitted to the e911 database. This fee is non-refundable.