

General Terms & Conditions

Estimation of Charges – Quotes are created either by the requested services of the customer, by analysis of existing services, or a combination of both. When by analysis, **TTC** strives to provide the closest representation of an invoice as possible by combining the customer's needs with invoice details. **TTC** intentionally errors on the side of overestimating costs and taxes when developing a quote. For example, there are many types of usage traffic based on the areas called and technology being used which plays a role into taxation. Due to the complexity of rating usage, **TTC** estimates calls taxed at a higher rate (intrastate calling rate) and rounds up calls to the nearest minute. Taxation on calling plans, calling features, orders charges, digital solutions, and other service charges are accurate based on the date the quote is created. It is possible taxes can change based on how much time passes between a quote and when an invoice is generated.

Explanation of Charges – **TTC** has created resources customers can reference detailing service charges. Visit <https://www.TheTel.co> and visit the resource page to more information.

Account Support – Most account items can be addressed by emailing help@thetel.co or by calling 773-902-0000 or toll-free at 833-TELCO-00 (835-2600). For service-related issues and requests the fastest method of contact is by opening a ticket in the customer portal which can be accessed on our website or emailing the service department directly at service@thetel.co. Sales requests should be directed to customer's **TTC** account manager.

Resale of Services – Some services offered by **TTC** are sold to **TTC** by various telecommunications providers and then resold to the customer. Changes originated from the underlying provider relating to network or rate changes that impacts the customer will be sent in email or written notice no less than thirty (30) days prior to the effective change date. Service issues in any component of customer's services should be reported by opening a repair ticket or contacting **TTC's** service department. Where **TTC** does not own the network, a technician from the underlying provider may be required to dispatch to the customer's premise. The **TTC** repair representative will be able to provide full details on a ticket-by-ticket basis.

Troubleshooting and Work Orders – The delivery of service is comprised of two network types, carrier and customer networks. The carrier network delivers service to your location, which can include multiple carriers. The customer network extends service from the carrier network to the final delivery point. This could be an office phone, elevator phone, front door intercom, etc. The meeting point of the two networks is referred to as the demarcation point, or demarc. **TTC** is responsible for ensuring service is delivered to the demarc. Customer is responsible for any component in the customer network. To avoid incurring a service call charge it is important to check all connection points are secure, and when checking a jack to use a corded phone in good condition is best to eliminate power issues. Customer can always contact **TTC's** service department by opening a ticket, emailing service@thetel.co, or calling 773-902-0000 or toll-free at 833-TELCO-00 (835-2600). **TTC** will attempt to isolate the issue remotely and give a recommendation based on experience. Customer will assume the liability of giving final approval for any dispatches. Service calls to the customer premise can involve a **TTC** technician, a technician from the underlying carrier, or a vendor meet. **TTC** technicians are authorized to make repairs in the customer network or isolate if the issue is in the carrier network. Only when **TTC** owns the network are technicians authorized to perform work on the carrier side. On resold services only a technician from the underlying carrier can resolve issues in the carrier network and can perform some minor customer side troubleshooting/repair. Based on the specific issue reported your **TTC** contact will be able to provide full details on dispatch options. Customer must provide safe working conditions and access to any restricted areas or **TTC** may refuse to schedule a work order. All service calls are billed per technician at one \$50 trip charge which includes 45 minutes of travel time and \$150/hour billed in 15-minute increments with a one hour minimum. Billable hours stops when the technician arrives back at his/her service vehicle. Materials and parking are passed through at cost. If a technician cannot perform the work due to no access service call will be billed at \$200 (trip charge + 1 hour). After work hours is billed at \$200/hr with a 4-hour minimum. Holiday work orders are billed at \$250/hr with a 4-hour minimum.

Cancellations – Same day cancellations are charged \$150. When projects are cancelled where equipment cannot be returned, customer is responsible for cost of all equipment. Equipment returned by **TTC** customer is responsible for shipping costs, plus, a \$150 restocking fee for labor.

Service Changes – **TTC** cannot always control network or rate changes on resold services which is controlled by the owner of the network. Where a change impacts **TTC's** ability to provide resold services to customer, or rate associated with a service, **TTC** will provide thirty (30) days written notice of the change to the affected customers. **TTC** will work with customer in good faith by waiving termination charges for customers with a term agreement. **TTC** will offer alternative solutions to customers affected by rate or service availability changes.

Operational Limits/Force Majeure – **TTC's** ability to provide services to customer is subject to availability of associated facilities which may include third party networks **TTC** does not control which can result in delays and interruptions of service. When these issues arise **TTC** will communicate details of the problem and steps being taken to provide resolution. **TTC** is not liable for interruptions/delays caused by events outside its control such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, network failures and outages, or any other events beyond **TTC's** reasonable control.

Compliance – **TTC** shall comply with all applicable federal and state laws and regulations governing its telecommunications and internet services. Customer is solely responsible for ensuring that its premises, equipment, wiring, systems, and any infrastructure connected to the services comply with all applicable local laws, ordinances, and code requirements, including building, electrical, fire, and safety codes.

Changes to Terms & Conditions – From time-to-time **TTC** will make changes to its terms and conditions. Updated terms and conditions will be posted in our website <https://www.TheTel.co> in our resources section. Any changes that directly impact customer will be submitted in writing no less than thirty (30) days from the proposed change.

Limitation of Liability – The liability of **TTC** for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects shall not exceed an amount equivalent to the proportionate charge of related services for the period during which the problem occurs. Customer will indemnify, defend, and hold harmless **TTC**, its parents, subsidiaries, affiliates, and past, present, and future employees.

Addresses – The address(es) in a letter of agency (LOA) and quote is taken from a customer invoice. The address(es) in a service level agreement (SLA) are captured from a lookup of customer's services where applicable. This may vary from a customer's main address. Customer must review documentation and provide **TTC** with any discrepancies prior to execution to avoid data integrity and order related issues.

Acceptable Use of Service – Customer agrees not to use service for any illegal, unlawful, abusive, or fraudulent purpose. Customer is responsible for the use of service by customer and all authorized personnel. **TTC** reserves the right to suspend or terminate services in event there is a breach or suspected breach of this provision.

Charges and Payment – Customer agrees to pay all applicable charges for services purchased or used by customer or anyone authorized by customer. This includes usage charges, governmental charges, taxes & surcharges, and other fees used to recover costs for compliance and operational support systems used to manage customer accounts. Customer agrees to pay no later than the due date specified on the invoice. Customer is allotted a 7-day grace period from the invoice due date. A \$20 late charge will be assessed and appear on the following invoice for any unpaid undisputed charges. If payment is denied **TTC** may charge customer for insufficient funds based on the actual charge incurred by **TTC** from the financial institution. Customer can dispute charges within 60 days of the due date but must identify the specific charges in dispute accompanied with an explanation. **TTC** will review and provide findings on any dispute within 30 days or receipt. Any credits due will appear on the first invoice after resolution. Electronic payments made via debit or credit card will incur a 3% convenience fee on the following invoice. Electronic payments made via ACH will not incur any fees.

Consent to Contact/Notices – Customer agrees to be contacted by **TTC** regarding customer accounts and additional products and services that **TTC**, its affiliates, assignees, successors, or third parties may offer. Most notices regarding account changes, rate changes, or offerings, may be provided as a bill insert or notice on the front page of customer invoice. Other notices may be delivered using any method customer provides to **TTC**, its affiliates, assignees, successors, or third parties. Any notices that affect customer will be delivered no less than 30 days from the effective date.

Service Credits – When service is interrupted and exceeds 30 hours customer may be eligible for a credit allowance for the service rendered useless and inoperative in accordance with Title 83 Code Part 732 of the General Assembly’s Illinois Administrative Code. The qualification period does not start until customer contacts **TTC** and provides authorization for dispatch. Service is only eligible for a credit allowance if the interruption originates in the carrier network and it does not relate to an emergency situation. Any delays caused by customer will reduce the credit allowance equal to that of the delay. **TTC** will provide resolution on credit allowance within 30 days of the incident. Credits will appear on the next available invoice following the violation after investigation of the credit allowance is completed.

Severability - If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

Warranties – **TTC** does not warrant that any service will be uninterrupted and error free. All services are provided as is and as available, either express or implied, including but not limited to fitness for a particular purpose.

Entire Agreement – This agreement, which also incorporates tariffs (available in resources section on **TTC** website), with respect to services covered under this agreement, supersedes all previous agreements, understandings, statements, proposals, and representations, whether written or oral.

Cost Savings Analysis – When possible **TTC** will provide a cost savings analysis with monthly savings, annual savings, percentage savings, one-time costs, special promotions, and payback period for existing services. Monthly savings, annual savings, and percentage savings do not factor costs such as termination charges or order related charges and are equal to the estimated savings per month, per year, and percentage saved relative to previous costs. Savings metrics are calculated by analyzing the most recent full customer invoice. If there are other services, prorations, device costs, or other one-time costs that may not apply in the analysis, **TTC** will attempt to estimate savings to the extent possible. **TTC** cannot be held liable for any discrepancies in savings data. One-time costs can include but are not limited to early termination charges, device costs, order related charges. Customer quote will identify any **TTC** one-time costs. Payback period is in months and equal to one-time costs from both losing carrier and **TTC** divided by monthly savings. Ex. Termination charges of losing carrier is \$500 and **TTC** order costs are \$300 and monthly savings are \$400, payback period is 2. In most cases payback period is immediate, however if payback period exceeds 3 months **TTC** may offer customer a one-time discount in the special promotion field not to exceed the first month of service free to bring customer to a 3-month payback period. To qualify, **TTC** may require a contract term of up to 3 years and each promotional discount must be approved by a manager. Any discounts will be applied to the first invoice. Discounts will be charged back in event customer terminates agreement prior to end of term.

Marketing Consent – Customer agrees to allow **TTC** to use savings data and case highlights for marketing purposes. Example of highlights could be but is not limited to “eliminated X invoices” or “installed internet/telephone redundancy” or “eliminated X unproductive connections” or “solved X problem” or “saved X percent”. Customer agrees **TTC** may use customer name, customer address, company name, contact names, customer data, and relevant highlights for marketing purposes to establish credibility for new opportunities. Marketing may include but is not limited to email, posts on websites, and posts on social media channels such as LinkedIn, YouTube, Google, etc.

Tariffs – A full description of terms and conditions of **TTC** tariffed services is available in our resources section on our website <https://www.TheTel.co>.

Authorized Customer Signature

Date

Print Name

Title