

# **General Terms & Conditions**

**Proposals and Estimation of Charges** – Proposal submitted by **TTC** for monthly and one-time charges are created either by the requested services of the customer, by analysis of existing services, or a combination of both. **TTC** will develop proposals to estimate charges of an invoice as accurately as possible. Customer understands taxes can change based on how much time passes between a quote and when an invoice is generated. Customer understands any usage charges are an estimation and actual charges will vary. Customer agrees additional labor, equipment, and services may be required from **TTC** or another Customer vendor when installing a new communications system to address closed circuit systems and other applications. In such events **TTC** will work with customer to on any additional costs **TTC** can control in good faith. Customer may be required to pay a deposit for equipment charges. Proposals for one-time charges will be invoiced upon approval. Monthly services will be charged when service on **TTC**'s network is working at customer's service site which may vary from the transfer date. Not all services are activated on the same day.

**Explanation of Charges** – **TTC** has created resources customers can reference detailing service charges. Any additional services consumed not including in service plan will result in usage charges, overage charges, feature charges, or additional service charges. Visit <https://www.TheTel.co> and visit the resource page to more information.

**Solution Changes and Training** – Phone system changes made not requiring an onsite visit are included up to fourteen (14) days after the final transfer date at no extra costs. Change requests more than fourteen (14) days after the final transfer date may be charged at the current hourly rate. Phone system training is included up to thirty (30) days after the final transfer date. Phone system training requested more than thirty (30) days after the final transfer date may be charged at the current hourly rate.

**Network Changes on Resold Services** – Services offered by **TTC** are sold to **TTC** by various telecommunications providers and then resold to the customer. **TTC** cannot control network changes on resold services. Where a network change impacts **TTC**'s ability to provide services to customer, **TTC** will provide at least thirty (30) days written notice of the change to the affected customers. Within this provision **TTC** will waive all penalty charges and provide an alternative solution.

**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, fire alarm 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. Customer can reach **TTC**'s service department by opening a ticket, emailing [service@thetel.co](mailto: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, a third party vendor, or a vendor meet. **TTC** technicians are authorized to make certain repairs in the customer network or isolate where the issue is. **TTC** is not responsible for making repairs or adjustments to equipment **TTC** does not manage or own. If customer authorizes **TTC** to work on non-**TTC** equipment, customer assumes responsibility for any potential repair or replacement costs. 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. Based on the specific issue reported, your **TTC** contact will be able to provide full details on dispatch options. All service calls are billed per technician at one \$50 trip charge which includes 45 minutes of travel time and \$125/hour billed in 15-minute increments rounding up to the next increment with a one hour minimum. Billable hours stop when the technician arrives back at his/her service vehicle. Any costs incurred such as parking or permits will be passed through. **TTC** will not bill time for meal breaks. If a technician cannot perform the work due to no access, service call will be billed at \$175 (trip charge + 1 hour). Service calls requested by customer performed outside 9a-5p Mon-Fri are billed at \$200/hr with a 4-hour minimum. Holiday work orders are billed at \$250/hr with a 4-hour minimum.

**Changes to Scope** - **TTC** technicians will have work orders for each service site visit. Any customer requested items that are not on a technician's orders will be considered extra and billed at the current time and materials rate.

**Access to Service Site** - In order to install, remove, test, maintain, operate, troubleshoot and otherwise provide **TTC** services, **TTC** will need to access customer service site. If service site is part of a larger complex, **TTC** may also need to access portions of the larger complex. **TTC** may need to install and leave in place within customer service site and/or within portions of the larger complex of which customer service site is a part networking equipment, cabling, and infrastructure to deliver **TTC** services. Customer grants **TTC**, or will arrange for, the right to enter onto and access customer service site. Customer understands and agrees that **TTC** may need to drill holes in walls or other similar activities in connection with delivering service. Customer acknowledges that any delays in access may result in additional labor costs.

## **Customer Network and Equipment**

- When possible **TTC** will attempt to use the existing infrastructure within customer's service site. **TTC** does not warranty or guarantee performance over any existing infrastructure. Some solutions may require customer equipment to be reprogrammed, replaced, or bypassed at the expense of customer. **TTC** will attempt to outline any potential costs before installation.

- If customer equipment impairs the services, customer will still be liable for payment of services. Customer may authorize a service call from **TTC** to resolve/isolate any issues at the then current standard hourly rate. Any materials used in **TTC** efforts will also be billed.
- Network changes within or after a **TTC** audit is performed should be reported to **TTC**. **TTC** will pass through any additional labor and equipment costs due to network changes.
- If customer does not purchase new phones or equipment from **TTC**, customer agrees: (i) to supply MACs, serial numbers, usernames, passwords, and any information necessary to integrate **TTC** services; (ii) to factory reset equipment which will delete all information stored locally on the phones and connect to the new phone network; (iii) accepts **TTC** does not guarantee performance of customer phones on **TTC** network; (iv) any issues arising from customer phones, customer will seek support from manufacturer or vendor of equipment. Customer can also purchase new equipment from **TTC**.
- **TTC** reserves the right to refuse work in unsafe or unhealthy working conditions at the discretion of **TTC** technicians and any third-party vendors.

**Equipment Warranty** - All equipment purchased from **TTC** will follow the manufacturer's warranty. If a non-**TTC** person attempts to handle, repair, relocate, or rearrange any equipment, customer understands that may void **TTC**'s ability to honor a warranty.

**Charges and Payments** – **TTC** shall deliver invoices with service charges on a monthly basis. Customer agrees to pay all charges for services purchased or used at the service site. This includes usage charges, governmental charges, taxes & surcharges, service charges, and cost recovery charges. 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. Customers more than thirty (30) days past due may be suspended for non-payment. Restoral of services may result in a fee of \$25 per service restored. Accounts more than sixty (60) days past due may be disconnected for non-payment. Reconnection of service may result in a fee of \$50 per service reconnected. **TTC** reserves the right to refuse reconnection of service. If payment is denied, **TTC** may charge customer for insufficient funds based on the actual charge incurred by **TTC** from the financial institution. 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.

**Payment Disputes** - Customer agrees to pay all undisputed charges no later than the invoice due date. Customer can dispute charges within sixty (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 thirty (30) days of receipt. Any credits due will appear on the first invoice after resolution.

**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.

**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 the customer invoice. Other notices may be delivered using any method customer provides to **TTC**, its affiliates, assignees, successors, or third parties. Affected customers will receive notice no less than thirty (30) days from the effective date.

**Acceptable Use** -Customer agrees not to use service for any illegal, unlawful, abusive, or fraudulent purpose. Customer may not resell service, authorize third parties to use service, or manipulate the intended use of service. Examples not limited to, using backup internet as primary internet or changing/adding phone line connections. Changes to service should be approved by **TTC**. Customer is responsible for managing the use of service by authorized parties. Any charges generated from service customer is responsible for whether authorized or not, whether for intended or unintended use. **TTC** reserves the right to suspend or terminate services in event there is a breach or suspected breach of this provision.

**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) is 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.

**Performance-** TTC resells various telecommunications and internet services and does not own infrastructure used to provide such services. TTC also may use customer internet connection to provide TTC services. Service availability and performance is a combination of infrastructure used to deliver service to the service site, customer network and equipment, and equipment installed by TTC. TTC will install new equipment and disclose if any equipment installed is used or refurbished, which TTC will test before installation. All services are provided as is and as available. TTC does not guarantee service is fail-safe or error free, including but not limited to fitness for a particular purpose.

**Service Credits** – When service is interrupted and exceeds thirty (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. 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.

**Entire Agreement** – This agreement, 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 may 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.

**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>.

**Cures to Breach** – In event of a breach of contract, TTC and Customer will work together reasonably in good faith to resolve any outstanding issues. The breaching party must initiate the curing process within fourteen (14) days and remedy within thirty (30) days, otherwise the party that was wronged may terminate the agreement for cause. Ongoing discussions may supersede thirty (30) days. The breached party must reasonably respond or notify the breaching party the desire to exercise this provision. The breached party will have thirty (30) days to act on the decision, otherwise this provision will be considered waived.

**Contact Us** – Most account items can be addressed by emailing [help@thetel.co](mailto:help@thetel.co) or by calling 773-902-0000 or toll-free at 833-TELCO-00 (835-2600). For service-related issues and other 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](mailto:service@thetel.co). Sales requests should be directed to customer's TTC account manager.