



4250 Route 1, Suite 114
Monmouth Junction, NJ 08852
Phone: 732-438-8888
Fax: 866-399-5477

Standard Service Agreement Terms and Conditions

I. CONTRACT ORIGINATION AND SET UP:

1. The 1st month of service charges plus any one-time setup fees must be paid by the customer upon the customer signing and submitting this contract to Advantage Voice & Data, LLC (AVD) for acceptance. Once this contract is accepted, the payments are not refundable.
2. AVD will commence regular monthly billing for Voice Services upon either the porting of the customer's telephone numbers to AVD or upon set up of the IP phones.

II. TERMS AND CONDITIONS OF USAGE:

1. The customer will provide AVD with remote access to any device such as an IP phone, Analog Telephone Adapter (ATA), Switch, Router or any other connection device used in material conjunction with the service.
2. Customer agrees to notify AVD by phone and in writing in the event an IP phone is stolen or is being used fraudulently. Customer is liable for the service charges until such time that stolen device is reported.

III. PAYMENT, CONTRACT RENEWAL AND TERMINATION:

1. Payment for services is made monthly. Payment is due on receipt with the Customer's payment to be received by AVD no later than the last business day of the billing month. If payment is not received by the last business day of the billing month, then interest will be charged at the rate of one and one-half percent (1.5%) per month. If service is subject to interruption, the balance of the customer's account will accrue interest at a rate of one and one-half percent (1.5%) per month. If AVD finds it necessary to send an account to an outside agency or to an attorney's office due to the delinquent status of the account, a fee of thirty percent (30%) will be added to the balance due. If AVD must institute a suit in a court of law to recover any monies due under this contract the customer shall pay all fees and court costs in addition to the attorney's fee mentioned above. If the Customer raises any counterclaims to the collection action or files any separate actions or appeals that are later dismissed by the court, Customer shall pay in addition all legal fees incurred by AVD in defending the counterclaim, lawsuit, or appeal. Late payments will still accrue interest at one and one-half percent (1.5%) per month of the unpaid balance until the account is paid in full.
2. In the event the Customer fails to pay their bill by the end of the billing month, AVD may send the Customer an Interruption of Service Notice. If the Customer still fails to pay their bill by the date specified in the Notice (normally 24 to 48 hours) AVD may interrupt service. If the customer requests to be reactivated within 5 days after deactivation, all outstanding charges

including a restoration fee of \$200 will be due in advance. After the 5th day of service deactivation, service may be disconnected.

3. All bills are presumed accurate and shall be binding on the customer unless written notice of the disputed charge(s) is received in 30 days. Written notification can be sent via email to billing@advantagetel.com or faxed to 866-399-5477. The undisputed portions of the bill must be paid upon receipt of the invoice and a copy of the written dispute notification must accompany payment. AVD will make a good faith effort to respond to all billing disputes within thirty (30) days of receipt. Should AVD deny a dispute filed by the customer, the customer shall have ten (10) business days by which to pay the disputed amounts. Should the disputed amounts in any two (2) consecutive months exceed twenty-five percent (25%) of invoiced charges, the customer shall be required in each succeeding month to pay upon receipt of the invoice the greater of all undisputed charges or seventy-five percent (75%) of the total charges invoiced in that month, pending the final resolution of the disputed amounts by AVD as set forth above.
4. The Customer is liable for all outbound calls made on their telephone system whether authorized, unauthorized, or fraudulent. It is the customer's responsibility to protect their telephones from security violations and unauthorized use and the customer must pay for all calls made through its system.
5. AVD reserves the right to change their rates and otherwise modify these Terms and Conditions by notifying the Customer in advance of the effective date of such changes. If customer does not agree to pay such rate increase, the customer can terminate this agreement within 30 days of written notice without penalty or termination charges whether the agreement is a long-term contract or not. These Terms and Conditions hereby supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions of Any and All orders submitted.
6. All contracts are non-cancelable until they reach maturity. The contract when it reaches maturity shall automatically renew for the same term. Forty-five (45) days' written notice shall be required to cancel services.
7. The only form of written cancellation notice that shall be effective is written notice on company letterhead, signed by an officer or principal of the company, and sent via certified mail, return receipt requested. Email may be used but shall only be valid with a reply from AVD that the message was received and accepted. Email without such confirmation should be assumed to have not been received. In the event customer cancels or defaults upon a contract then the customer shall pay 100% of the fixed month charges for all months remaining on the contract.
8. Porting a number(s) to another provider will not automatically cancel service. Service must be cancelled as described to stop recurring charges.
9. If the customer has more than one account or more than one service agreement with AVD and fails to pay any one bill by the end of the month or defaults on any service agreement, then all the customer's accounts are deemed to be in default and all accounts are subject to the termination provisions and interruption of service provisions set forth in these Terms and Conditions.

IV. LIMITATIONS OF LIABILITY:

1. AVD provides the service “as is” and with all faults. AVD hereby disclaims all other warranties, express, implied, or statutory, arising by law or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or use, title, and non-infringement, with regard to the service. Without limiting the foregoing, AVD does not warrant that the service will be free of bugs, error, or other defects. AVD is not responsible for any direct or consequential damages whatsoever arising out of the provision of services.
2. AVD does not warrant the operability or functionality of emergency 9-1-1 calling from any phone or any number(s) and shall not be liable for any damages arising from use thereof. It is the customer’s responsibility to ensure that all users of phone service under this agreement are aware of and understand the operation and limitation of the use of 9-1-1 through this service. Customer agrees to place appropriate and conspicuous notification on all associated phones alerting users of 9-1-1 limitations.

V. GENERAL TERMS:

1. All notices to parties of disputes arising under this Agreement shall be sent by certified mail to the parties addressed as shown on their most recent service order.
2. This agreement shall be governed under the Laws of the State of New Jersey. The parties agree that any legal actions involving this contract shall be brought by way of arbitration proceedings within Middlesex County, New Jersey. The Arbitration shall be under the rules and regulations of the American Arbitration association and the results of any such arbitration shall be binding and enforceable in any court of competent jurisdiction.
3. The Customer acknowledges that AVD complies with applicable customer privacy requirements, including federal and state laws concerning the protection, use, and disclosure of customer proprietary network information (“CPNI”).
4. Advantage’s voice service customers are subject to Advantage’s Terms of Service, which includes provisions that (a) prohibit customers from using Advantage’s services in a malicious manner, (b) permit Advantage to terminate service to its customers at any time and with or without notice to its customers, and (c) permit Advantage to access customer accounts and records to investigate complaints or allegations of abuse or unauthorized uses without disclosure to customer unless required by law. Under its Terms of Service, Advantage has the right to amend its Terms of Service from time to time without notice, and the customer is responsible for compliance with the then current Terms of Service. Advantage’s Terms of Service are available at www.advantagetel.com.
5. When you as a company and or individual sign an AVD contract, this constitutes acceptance of these Terms and Conditions. The parties hereto agree that this agreement constitutes and expresses the whole agreement of the parties. No alterations or variations of this agreement shall be valid unless made in writing, dated, and signed by both parties. The parties agree and express the whole agreement of the parties. The parties agree that this is the entire agreement and that it supersedes any and all verbal or written agreements that have been made previously.