

## Buyer/User Liability & Responsibility

**GENERAL LIABILITY & RESPONSIBILITY:** Our Auto Dialers have the capability of being operated in various ways and for various uses. The Buyer/User assumes all liability and responsibility for only operating these products legally, according to federal, state, and/or local laws. Laws are complex and may change from time to time, and laws vary from country to country and from state to state or province to province. A violation of any such laws could result in significant penalties and other sanctions. Prior to buying or using these products, the Buyer/User should consult with an attorney to determine the extent of permissible activities. The Seller and the Manufacturer and its Technicians and Representatives are not attorneys; therefore, any interpretations of laws regarding the use of these products should not be completely relied upon. It is your responsibility to determine specifically what is legally required for your operation and to therefore use these products in a manner that will comply with any such laws. After purchasing one or more of these products, a refund is not available if any laws are later changed affecting the use of these products. The Seller cannot be responsible if the Buyer/User does not make money with these products.

**MISCELLANEOUS RESPONSIBILITIES:** The Seller and Manufacturer strive to provide the Buyer/User with the highest quality software and hardware; however, there are a number of factors that can cause system malfunctions including, but not limited to, operator error, software corruption, software bugs, telephone line problems, electrical surges, hardware defects, and computer failures. The Seller and Manufacturer and its Technicians cannot be responsible if the Buyer/User adds other software or hardware that corrupt the system or for any other malfunctions. The Buyer/User is responsible for making frequent backups of his or her system to protect against any loss of valuable data. It is highly recommended that a surge protector/battery backup is used to protect the valuable data and hardware. The Seller and Manufacturer and its Technicians cannot be responsible for loss of data for any reason whatsoever. The Seller or Manufacturer will not be liable for any lost revenue, lost profits, penalties, fines, legal judgments, or other expenses due to loss of data, hardware or software problems, or for any other reason.

**ZOOMCALLS VOIP PHONE SERVICE & INTERNET CONNECTION:** This product operates only with ZoomCalls VoIP Phone Service which is owned and operated by Electronic Voice Services, Inc. Buyers/Users of this product are subject to the Terms of Service and the Liability & Responsibility statements on the web site: <http://www.zoomcalls.com>

**Very Important:** Buyers/Users are responsible for providing a broadband internet connection with adequate up and down load speeds for use with this product and ZoomCalls VoIP Phone Service. VoIP does not perform well when making calls when there are internet connection interferences such as file uploading and downloading, surfing the internet, or other intense uses of the bandwidth. Some anti-virus software may block or degrade your VoIP service. If using a cable internet connection, we recommend using a Quality of Service (QOS) modem if your bandwidth is inadequate for high quality sound. Wireless internet connections will NOT be sufficient to operate this product.

### Our interpretation of Rules & Laws Regarding Dialers (we are not attorneys):

**PURELY INFORMATIONAL CALLS & LIVE CALLS:** Calls that are not selling anything but are providing information such as appointment reminders, delivery times, travel updates, member notifications, emergency warnings, etc. are generally not subject to the rules and laws below. Examples of exempted callers are religious and charitable organizations, political, educational, health care related calls that are subject to HIPPA, and not for profit clubs and organizations. There may be other exemptions as well.

**TELEMARKETERS BEWARE:** Most laws regarding dialers are concerned with calling **residential (consumer)** telephone numbers; however some states in the USA have laws regarding calling businesses. If the Buyer/User intends to use these Dialing products for **solicitation** purposes (selling goods or services) especially to **residential (consumer) telephone numbers**, restrictions include, but are **not** necessarily limited to, the following:

**Do Not Call:** The Buyer/User should be aware that he or she may be responsible for monthly "scrubbing" of calling lists against Federal and/or State Do Not Call Registry lists. (The Manufacturer of these products provides the Buyer/User with tools to assist in cleaning the Buyer/User's dialing lists of Do Not Call telephone numbers if required; however, the Manufacturer cannot guarantee 100% integrity or reliability of these tools.)

**Dropped Calls:** In the USA, a User is required to let a telephone ring up to 4 times (or 15 seconds) before hanging up, otherwise it is considered a "dropped call". No more than 3% of calls may be "dropped".

**Auto Dialing:** "Robo calls", in which a human is not on the line during the initial call, leaves a pre-recorded message with a live answer and/or a voicemail or answering machine. If a live person answers, the called party must have the option of opting out of future calls. If a message is left on an answering machine or voice mail, a toll free number must be provided for the recipient to call to opt out of any future calls. Effective September 1, 2009, per the US Federal Trade Commission, telemarketers cannot call people with a pre-recorded message to sell goods or services, unless they are exempt or have prior written (or electronic) permission from the recipient of each call, regardless of whether it is answered live or by an answering machine or voice mail. Having a previous business relationship will no longer be sufficient. These rules could change from time to time.

**Time of Calls:** There are also restrictions as to the time of day that calls may be placed. These restrictions vary from state to state, but the most common is not calling before 9 am or after 9 pm, Monday through Saturday, and not before 12 noon or after 9 pm on Sunday.

**BUYER/USER ACCEPTS 100% LIABILITY & RESPONSIBILITY:** By using any of these products, the Buyer/User accepts 100% of the liability and responsibility regarding use and will hold the Seller and the Manufacturer and its Technicians and Representatives completely harmless from any fines, penalties, litigation, expenses, or claims for any reason.