

Buyer/User Liability & Responsibility & Return Policy

NO AFFILIATION: The Seller and/or Manufacturer of this product are not affiliated with any telephone companies such as AT&T or Verizon or the VoIP companies Skype, magicJack, or Vonage. If Buyer/User is using any of those companies' services, Buyer/User is responsible for complying with those companies' Terms and Policies, which may be found on their web sites. For example: <http://www.magicjack.com/tos>, <http://www.skype.com/legal/tos> and <http://www.vonage.com>. Those policies, features, and prices can change from time to time.

GENERAL LIABILITY & RESPONSIBILITY: This product has the capability of being operated in various ways and for various uses. The Buyer/User assumes all liability and responsibility for only operating this product 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. A violation of any such laws could result in significant penalties and other sanctions. Prior to buying or using this product, 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 this product should not be completely relied upon. It is your responsibility to determine specifically what is legally required for your operation and to therefore use this product in a manner that will comply with any such laws. After purchasing this product, a refund is not available if any laws are later changed affecting the use of this product.

RETURN POLICY: After purchasing this product, from the date the product is delivered, Buyer will have a maximum of 14 days to return the product to EVS for a full refund, less 15% restocking fee and any shipping charges. Products must be returned to Seller in the original packing containers and all components must be in good condition. No refunds are available for Text-to-Speech, custom programming, or custom voice recordings. There will be no refunds in the event that the phone service provider changes their features, prices, or policies, or if there are any changes in laws affecting the use of this product. Any returns must be accompanied by a Return Merchandise Authorization (RMA) number. RMA numbers may be obtained by telephone or E-mail during normal business hours.

Our interpretation of Rules & Laws (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, political, educational, health care, and clubs and organizations. There are other exemptions listed below as well.

TELEMARKETERS BEWARE: The Seller cannot be responsible if the Buyer/User does not make money with this product. If the Buyer/User intends to use any outbound dialing products (auto dialer, power seller, power dialer, swipe dialer, click dialer, predictive dialer, or fax broadcaster) for solicitation purposes (selling goods or services), there are laws or rules including, but **not** 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 this product 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.)

Predictive Dialing (calling to speak to people live): If using a predictive dialer, there are laws regarding "DROPPED CALLS" or "ABANDONED CALLS", which are calls that are not connected to a live agent. Among other things, those laws may require: 1) not hanging up before 15 seconds or 4 rings, 2) playing an informational message if the call is answered but an agent is not available, and 3) not abandoning more than 3% of calls, calculated over a 30 day period.

Auto Dialing (calling to leave pre-recorded messages): Effective December 1, 2008, per the US Federal Trade Commission, in the beginning of the pre-recorded message, an automated key press must be available so that consumers can opt out of the call as easily as they can from a live telemarketing call. 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 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. The following are exempt from the prior written permission requirement: informational calls, political calls, charitable solicitation calls, and healthcare related calls that are subject to HIPPA. These rules could change from time to time.

Fax Broadcasting (calling fax machines to send printed information): It is NOT legal to randomly send unsolicited advertisements by fax in the USA.

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 no calling before 9 am or after 9 pm, Monday through Saturday, and not before noon on Sunday.

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.

BUYER/USER ACCEPTS 100% LIABILITY & RESPONSIBILITY: By using this product, the Buyer/User accepts 100% of the liability and responsibility regarding its 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.