

ZoomCalls Policies

By ordering and using ZoomCalls VoIP outbound phone service, you (hereinafter referred to as "Customer") are agreeing to be bound by all of the "ZoomCalls Policies" in this document.

Note: ZoomCalls VoIP outbound phone service (hereinafter referred to as ZoomCalls) is owned and operated by Electronic Voice Services, Inc. (hereinafter referred to as EVS). Various automatic dialing software products, which may be used with ZoomCalls, are produced by EVS.

Terms of Service for Unlimited Calling:

Customer may purchase one year in advance (with a discount) or if customer chooses monthly service, customer authorizes that he/she may be automatically charged in advance of each monthly period.

To CANCEL automatic monthly billing, customer must notify EVS at least 3 days prior to his/her next billing cycle. To cancel, call 800-713-8353 or 972-713-6622 or email sales@evs7.com. Ask for an E-mail confirmation to assure that automatic payments will be terminated. **Note:** During any paid monthly billing cycle, ZoomCalls service may NOT be paused, suspended, pro-rated, or refunded for vacations, illnesses, leave of absences, or for any other reasons. Service can, however, be suspended at the end of any billing cycle and then restarted at any later date of customer's choice.

- Calls from ZoomCalls may only be made into the USA and Canada, but callers may be located virtually anywhere in the world.
- Customers may choose any legitimate 10 digit USA or Canadian working telephone number to be displayed on the Caller ID of parties they are calling.
- ZoomCalls may not be used for directory or operator assistance.
- ZoomCalls reserves the right to refuse service to anyone it deems unsuitable or for any use it deems unsuitable.
- Customers may try ZoomCalls for free before purchasing for a limited number of calls to ensure that it works properly in each Customer's environment; therefore, there are **NO refunds of VoIP service after purchasing annual or monthly unlimited service.**
- ZoomCalls prices and policies may change from time to time.
- ZoomCalls has the right to terminate anyone's service, without refund, if violating anything in these "ZoomCalls Policies".

Responsibility:

- Customers are responsible for having the proper computer (with Windows XP, Vista, or 7), appropriate headset, and adequate internet bandwidth to operate the service without degradation of quality. Consistent bandwidth of at least 90 kbps of both upload and download speed per user is required. Some anti-virus software (such as Norton or McAfee) may block or degrade Customers' VoIP service. If using a cable internet connection, ZoomCalls recommends using a Quality of Service (QoS) modem if Customers' bandwidth is inadequate for high quality sound. Wireless and satellite internet connections may or may not work well, depending on signal strength. A wired internet connection (rather than wireless or satellite) is highly recommended.
- Customers must be aware that ZoomCalls will not operate without internet service or electricity. Customers are responsible for contacting their internet service and electricity providers if problems are encountered related to those services.
- Customers are responsible for providing local computer networking and maintenance if required for Customers' operation of products using Zoomcalls.
- Customers are responsible for determining in advance, from legal counsel, if their intended uses of ZoomCalls will be permissible and legally compliant with various governmental laws and regulations covering outbound calling, telemarketing, do not call lists, etc. Customers should note that laws and regulations can have stringent penalties for improper use.
- Customers subject to Do Not Call laws are responsible for properly "scrubbing" their telephone lists prior to calling.
- Customers may not use ZoomCalls service unlawfully, fraudulently, immorally, or for any inappropriate conduct.

(continued)

Liability:

- ZoomCalls strives to keep service to customers operational 100% of the time. ZoomCalls has multiple safeguards including numerous redundant servers; however, various factors can cause outages, interruptions, and degradation of VoIP service from time to time. Those factors (many are beyond ZoomCalls' control) can include, but are not limited to, acts of nature, equipment failure, power outages, human error, and internet failure or disruption. (Note: Land lines and cellular lines are also subject to acts of nature, human error, equipment failures, and power failures.) ZoomCalls does not warrant that its service will always function without failure, delay, interruption, error, or degradation of voice quality or loss of content, data, or information. Customer agrees that it accepts the service "as is". Regardless of the causes or damages or lost income or additional expenses incurred by any loss, interruption, or degradation of service, **Customer is NOT entitled to any refund or credit in the event of loss, interruption, or degradation of service. Customers' sole remedy is cancellation of future service.** In the event a court awards direct damages, despite the foregoing, such damages shall in no case exceed the amount of the last payment for any affected Customers' ZoomCalls accounts.
- ZoomCalls cannot be relied upon for calling **911** in an emergency. Emergency operators will not automatically know your physical location to render assistance. ZoomCalls and EVS will in no way accept responsibility for failure of the service to contact 911 in cases of emergency.
- In no event will ZoomCalls, Electronic Voice Services, Inc., or its officers, directors, employees, affiliates, agents, or service providers be liable for any direct, incidental, indirect, special, punitive, exemplary, compensatory, or consequential damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages rising out of or in connection with the use or inability to use the service, including inability to access emergency help.
- Customers are 100% liable for using ZoomCalls and related products legally and ethically.
- ZoomCalls and Electronic Voice Services, Inc. make no warranty, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the service for a particular purpose or any warranty that the service will meet customers' requirements.