

**Terms of Service Agreement for Residential and Business Voice Services Provide By  
Farmers Telephone Cooperative, Inc.  
FTC Diversified Services, LLC  
FTC Communications, LLC**

This Terms of Service Agreement (“Agreement”) applies to all residential and business voice services provided by Farmers Telephone Cooperative, Inc. (“Farmers”), FTC Communications, LLC (Comm) and/or FTC Diversified Services, LLC. (“FDS”) (collectively Farmers, Comm, and FDS are “FTC” or “Provider”) to which you subscribe, including your use of the FTC website, its content, and any software offered by FTC, or any of its affiliates or subsidiaries, except to the extent that the terms in this Agreement contradict FTC tariff provisions for voice services to which you subscribe (“Service” or “Voice Service”). Your agreement to the terms and conditions of this Agreement, which shall be posted on our website, is effective upon installation of Service, purchase or payment of Service, and/or use or continued use of Service, whichever is earlier.

This Agreement, any Addendum to this Agreement, the contract for each Voice Service to which you subscribe (“Service Terms”), and all applicable policies posted on FTC’s web site constitute the entire agreement between you and FTC with respect to your use of the Voice Service. FTC may revise, amend, or modify this Agreement, any Addendum to this Agreement, any Service Terms, and its policies at any time and in any manner. Notice of any revision, amendment, or modification will be provided as stated herein.

### **1. AGREEMENT / USE OF SERVICES**

This is an agreement between FTC and you, the person subscribing to the Voice Service provided under this Agreement and any Service Terms (“you” or “Customer”), governing your use of the Services offered by FTC. Customer is the owner and/or operator of the Voice Service. FTC may be referred to as “we” or “our” or “us.” By establishing an account and using the Voice Service, you agree to be bound by this Agreement, including future revisions. You agree not to use the Voice Service for any illegal, unlawful, abusive, or fraudulent purpose, including illegal robocalling. You understand and agree that you are responsible for use of the Voice Service by all persons you authorize to use the Voice Service. It is presumed that all calls dialed from your home or business were authorized by you. You also understand and agree that if the subscribed Voice Service is residential that it is to be used for residential household purposes and not for business purposes.

### **2. THE VOICE SERVICE**

This Agreement applies to all residential and business Voice Service, including, but not limited to, Residential/Business Voice over Internet Protocol (“VoIP”) service; Hosted PBX service; Residential/Business traditional telephone services; Key Lines; Centrex; PBX trunk lines; PRIs; SIP trunks; T-1s; Multi-line Telephone System (“MLTS”) service; CPE for PBX, Key System Equipment, and MLTS.

### **3. SERVICE TERMS**

The specific terms of the Voice Service to which you subscribe is included in the Service Terms for each Voice Service.

#### 4. ACCESS TO EMERGENCY RESPONSE SERVICES

Customer's use (or continued use) of FTC Voice Service is conditioned on acceptance of, and compliance with, the following terms and conditions regarding access to emergency response services.

- a. **Acceptance of terms and conditions and responsibility for the Service.** Customer acknowledges that Customer is accepting these terms and conditions on behalf of all persons who use the Voice Service on Customer's account and that Customer shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable FTC policies. Customer acknowledges that Customer shall be responsible for any transactions made through the Voice Service.
- b. **Kari's Law Requirements.** Pursuant to the Federal Communications Commission's ("FCC") adoption of rules implementing Kari's Law, effective February 16, 2020, which requires direct 911 dialing and notification capabilities in multi-line telephone systems ("MLTS"), and which only applies with respect to MLTS that are manufactured, imported, offered for first sale or lease, first sold or leased or installed after February 16, 2020, Customer agrees to the following:
  - i. Customer acknowledges and agrees that, where applicable, FTC has provisioned MLTS in compliance with Kari's Law, including MLTS capable of allowing a user to directly initiate a call to 911 from any station equipped with dialing facilities, without dialing any additional digit, code, prefix or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix or post-fix for the other calls.
  - ii. Where FTC is engaged in the business of installing, managing or operating the MLTS, FTC will configure the MLTS to provide MLTS Notification, as prescribed in Kari's Law, to a central location at the facility where the system is installed or to another person or organization regardless of location in compliance with Kari's Law. Customer acknowledges that it is responsible for providing FTC with its preferred method of MLTS Notification and sufficient contact information where MLTS Notification may be sent ("MLTS Emergency Contacts") and keeping such information updated at all times. Customer agrees to notify its FTC customer service representative, in writing to the address of record, of any changes or updates made to its MLTS Notification.
  - iii. CUSTOMER ACKNOWLEDGES AND AGREES THAT FTC WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE CUSTOMER PERFORMING THE FUNCTIONS OF A PERSON ENGAGED IN INSTALLING, MANAGING, OR OPERATING AN MLTS, INCLUDING ACTIVELY MAKING ANY CHANGES TO THE MLTS NOTIFICATION, MLTS NOTIFICATION SYSTEM, AND/OR MLTS EMERGENCY CONTACTS ON ITS OWN. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT FTC WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF CUSTOMER DECLINING TO USE THE SERVICES OFFERED.
- c. **RAY BAUM'S Act Requirements.** Section 506 of RAY BAUM'S Act requires accurate location information to be conveyed with 911 calls so that first responders can more quickly

locate the caller, and these requirements apply to the following 911-capable services: fixed telephony, interconnected Voice over Internet Protocol (“VoIP”) services, Internet-based Telecommunications Relay Services (“TRS”), mobile text service, and MLTS. To ensure the correct routing, handling, delivery or answering of 911 calls made by Customers’ end users, Customer acknowledges and agrees that it is solely responsible for complying and obtaining from its end users and providing proper and current address information or automatic line identification (“ALI”) and/or automatic number identification (“ANI”) for every emergency response location (“ERL”) in compliance with Section 506 of RAY BAUM’S Act and any other applicable federal or state rules and regulations. Customer also acknowledges and agrees that any address information and/or ANI and/or ALI provided to FTC will conform to the applicable numbering schemes and regulatory requirements, and that notification of any changes to address information, ANI, and/or ALI must be provided by the user and submitted to the Sales Department on the Provider’s Emergency Services Data Request Attachment, which is available at <https://www.ftc.net/wp-content/uploads/2021/10/Emergency-Service-Data-Request.pdf>. Customer also agrees to the following:

- i. Customer acknowledges and agrees that it is the responsibility of the Private Branch Exchange (“PBX”) owner and/or operator to transmit an Emergency Location Information Number (“ELIN”) that will be used to relay the address and caller data to emergency services, to FTC for each ERL. Customer also acknowledges and agrees that the number used as the ELIN must be able to be called by the public safety answering point (“PSAP”) and reach a live person. Customer also acknowledges and agrees that all address information for each ELIN must be provided to FTC prior to activation of service. Customer acknowledges and agrees that failure to properly map and send an appropriate ELIN during a 911 call, or sending a direct inward dial number (“DID”) that is not mapped to an ELIN within the MLTS when 911 is called, will result in a “No Record Found” (“NRF”) condition. Customer also acknowledges and agrees that Customer, as the owner and/or operator of a multi-station or MLTS connected to the FTC network, shall design and maintain the MLTS to provide a callback number and ERL.
- ii. For Session Initiation Protocol (“SIP”) connections, Customer acknowledges and agrees that the P-Asserted-Identity (“PAI”) header field must equal the ELIN or “From” number in the SIP invite. Customer acknowledges and understands that FTC expects to see the ELIN in the “From” number field if IP-PRI service is being provided. Customer acknowledges and agrees that it understands the following limitations related to the provision of accurate location information:
  1. There may be a reasonable delay in inputting Registered Location information into FTC’s database after initial installation of the Voice Service, at which point access to emergency response services may only be available via fixed devices;
  2. When Customer or Customers’ end user uses a soft phone client on a mobile phone to dial 911, the user will be redirected and forced to dial 911 from the mobile phone’s dial pad, leveraging the mobile carrier’s network for location services;
  3. Voice Service that does not support any outgoing calls, including 911 calls, from Hosted VoIP seats or SIP Trunk telephone number (“TN”) that is not associated with a fixed IP device (e.g. voicemail only seats), unless another

telephony device, from which the call may be originated via the end user portal (CommPortal), is used;

4. For Hosted Voice Services the PSAP receiving an end user's 911 call is selected based on the valid street address where the services will be used ("Registered Address") and the Calling Party Number ("CPN") for the Registered Address. The CPN will be delivered with the emergency call and the PSAP will have the Registered Address associated with the CPN. An end user's Registered Address may not sufficiently pinpoint the specific location of the emergency; therefore, end user's must be able to tell the PSAP the specific location where emergency services are needed;
  5. For SIP Trunking, 911 calls are routed based on the Registered Address where the SIP trunk(s) is installed. The CPN delivered to the PSAP with the 911 call will have the TN for the Registered Address. The CPN delivered to the PSAP may be different from the customer from which an end user has placed the emergency call base on the options the Customer has selected for its PBX and/or IAD, and Registered Address may not be sufficient to identify the specific location of the emergency. Therefore, End Users must be able to tell the PSAP the specific location where emergency services are needed.
- iii. Customer acknowledges and agrees that the owners and/or operators of shared MLTS serving residential customers shall ensure that the shared MLTS is connected to the public switched network ("PSTN") and that 911 calls from the MLTS result in at least one distinctive ANI and ALI for each residential unit. Customer acknowledges and agrees that an owner and/or operator of a hotel and/or motel MLTS is responsible for ensuring that 911 calls originating from a hotel or motel MLTS allow the 911 system to clearly identify the address and specific location of the 911 caller, including but not limited to room number, hotel location (i.e. pool #1 or laundry room #2) and any information necessary to identify the location of the caller within the hotel or motel. Customer acknowledges and agrees that an owner and/or operator of a business MLTS shall be responsible for ensuring that calls to 911 from any telephone on the system result in an ANI and/or ALI for each respective ERL. Providers of MLTS serving multiple employers' business locations shall ensure that calls to 911 from any telephone result in the provision of an ANI and/or ALI for the respective ERL of each business location sharing the system. Customer agrees and acknowledges that only one ERL is required in the following circumstances:
1. An employer's workplace is less than 40,000 square feet, located on a single floor and on a single contiguous property
  2. An employer's workplace is less than 7,000 square feet, located on multiple floors and on a single contiguous property; or
  3. An employer's workplace is a single public entrance, single floor facility on a single contiguous property.
- iv. The owner and/or operator of a school or education institution's MLTS connected to the PSTN must ensure that calls to 911 from any telephone on the system result in an ANI and/or ALI for each respective ERL.

- v. Customer acknowledges and agrees that it is solely responsible for updating FTC as to any changes in location where services are provided, equipment is located, registered address or any other location in information provided. Customer acknowledges that it can make changes to location information by submitting the Provider's Emergency Services Data Request Attachment located at <https://www.ftc.net/wp-content/uploads/2021/10/Emergency-Service-Data-Request.pdf> to the Sales Department. Questions may be directed to the Sales Department.
- d. Customer Notification Regarding Voice Services Provided Over Internet Protocol.** Calling 911 and accessing emergency response services through FTC's telephone services provided over Internet protocol operates differently than traditional 911 service. The FCC requires FTC to advise customers of the circumstances under which 911 may not be available or may be in some way limited by comparison to traditional 911 service.
- i. Customer acknowledges and agrees that, with regard to Voice Services provided over Internet protocol, the voice-enabled modem used to provide the Voice Services is electrically powered and that, unless Customer ensures that it has access to emergency backup power, the telephone services, including the ability to access 911 services and home security and medical monitoring services, may not operate or service may be limited under the following circumstances, including but not to:
    1. **Internet Connection Failure.** If there is no Internet service at the location or the Internet connection is degraded or otherwise disrupted.
    2. **Power Outage.** There is a power outage at the location where FTC's Voice Service is being used.
    3. **Network Outage.**
    4. **Service Relocation and Non-Native Telephone Numbers.** Traditional 911 service automatically sends 911 calls to the appropriate local emergency responder, or PSAP, based on the user's telephone number. Traditional Enhanced 911 ("E911") automatically sends 911 calls to the appropriate PSAP along with the user's address and telephone number. Customer acknowledges and agrees that a user's telephone number does not necessarily correspond with the user's physical location and, therefore, all users must provide FTC with their Registered Address when the company sets up their Voice Service. Customer acknowledges and agrees that the Registered Address is the validated street address where the users will be using FTC's Voice Services. FTC will, where technically possible, automatically transmit a user's Registered Address to the PSAP. Accordingly, Customer acknowledges and agrees that, if a user relocates the equipment (for example, laptop, tablet, mobile device, desktop phone or desktop computer) used to access FTC's Voice Services, it is the Customer or Customers' end user's responsibility to update the Registered Address that FTC has on file. To update the Registered Address, Customer must submit the Provider's Emergency Services Data Request Attachment located at <https://www.ftc.net/wp-content/uploads/2021/10/Emergency-Service-Data-Request.pdf> to the Sales Department. Questions may be directed to the Sales Department. Customer acknowledges and agrees that, if the Customer or Customers' end user changes locations and fails to update the Registered

Address with FTC, any 911 call the user makes using FTC's Voice Services will be routed based on the user's previously provided Registered Address and therefore may not be routed to the appropriate PSAP for the user's current location. Customer acknowledges and agrees that, once a user notifies FTC of a change in the Registered Address, there may be a delay in making the new Registered Address available to properly route 911 calls and advise PSAPs of the user's Registered Address. In circumstances when direct routing to PSAPs is not available, FTC will route 911 calls to an appropriate local emergency authority providing a 24/7 emergency call center where trained agents will ask for the name, location, and telephone number of the person calling 911 and will contact the appropriate PSAP to send help. Customer acknowledges and agrees that, in this instance, the call center will not automatically receive the user's address and telephone number and, therefore, will not be able to call the user back if the call is not completed, dropped or disconnected. Therefore, it is the Customer's responsibility to be ready to state the nature of the emergency and provide their location information and telephone number when dialing 911.

5. **Outbound-Only Extensions.** Customer may choose to enable certain extensions for outbound-only calling. Outbound-only extensions that do not have an assigned telephone number to receive inbound calls may not be able to receive a direct call back from a PSAP if the caller has dialed 911 from an outbound-only extension, but the PSAP must be able to call back to the MLTS Emergency Contact.
  6. **Equipment Failure.** If there are any failures with any equipment accompanying FTC's Services, including Internet connectivity routers, Customer's data equipment, Customer's network, Customer premise switches/routers, phones, handsets, soft phone clients, or other IP enabled devices or cable cuts.
  7. **Suspension or Termination of Service.**
  8. **Maintenance Work.** If maintenance is being performed on FTC's Network.
- ii. Customer acknowledges and agrees that it is important to place warning labels next to all devices where FTC's Voice Services are provided over Internet protocol, including all hosted and session initiation protocol ("SIP") telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to Farmers' service, and any computers having softphone software installed. Customer acknowledges and agrees to post the labels conspicuously near or on each device so that a caller may easily see it. Failure to situate the sticker or warning label near or on each device may result in a caller not knowing that he/she may not be able to reach 911 in the event of an emergency. Customer acknowledges and agrees that it is responsible for printing out the labels and posting them as described herein. Labels may be found on the FTC website at <https://www.ftc.net/wp-content/uploads/2021/10/Avery-5160-Label-Template.pdf>. Customer may also request a printed label at the FTC business office or by mail to the address of record.
- e. **Limitation of Liability.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER FTC, NOR ITS OFFICERS OR EMPLOYEES, SHALL BE HELD LIABLE

FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEY’S FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE DIALING OF 911 CALLS AND/OR ROUTING, HANDLING, DELIVERY, ANSWERING OR PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER AND CUSTOMER’S END USERS. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS FTC, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS THE CUSTOMER’S EMPLOYEE OR END USER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY FTC, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

## **5. VOIP FIREWALL & LAN REQUIREMENTS**

A firewall is a vital component of any organization, but it can also interfere with the operation of VoIP if not configured properly. A firewall can introduce unpredictable and undesired behavior for VoIP services. You must take steps to ensure that the implementation of a firewall will allow voice communications to take place as they should without compromising the security provided by the device, following these requirements for implementing firewalls with VoIP.

- a. Never Use A First-Generation Firewall.** The implementation of a packet filter is insufficient for allowing VoIP to function while delivering a sufficient level of security because such a firewall cannot associate the various sessions of a voice conversation. All the port and IP address pairs that are to be used must be included in the filtering rules to allow the appropriate conversations to pass.
- b. Use A Stateful Firewall At Minimum.** A stateful firewall detects the association between sessions and allows voice communication to occur on SIP sessions that are permitted to pass based on specific filtering rules. This solution is the bare minimum needed for VoIP to function across a firewall.
- c. Use An Application Layer Firewall Whenever Possible.** An application layer firewall will perform as well as the stateful firewall, with the added benefit that it will be able to inspect each packet to determine if it really is what it claims to be.
- d. Disable SIP ALG.** SIP Application Layer Gateway (“ALG”) is a feature of many firewalls that was originally designed to prevent and remedy some of the VoIP problems caused by Network Address Translation (NAT), but having SIP ALG enabled on a firewall interferes with and disrupts VoIP communications.
- e. Implement the Following Firewall Settings for FTC VoIP.**
  - SIP ALG off

- Consistent NAT on
- Allow outbound TCP & UDP Port 5060 to 216.218.100.140
- Allow outbound traffic to patton.io
- Allow outbound NTP traffic
- Allow outbound HTTPS to managemyphone.htcinc.net

**f. Implement the Following Best LAN Practices for FTC VoIP.**

- All physical cables should meet or exceed Cat5 standards from end to end, including wall jacks, patch panels and patch cables. Total cable length from appliance to switch should be less than 100m.
- All switch ports must support 100Mbps, full duplex. Throughput for each switch should be at least 5000pps (packets per second). Switch ports must also support IEEE802.1p/Q VLAN tagging and IEEE802.3af PoE standards.
- The calculated sum of bandwidth required for the VoIP solution should not exceed 60% of any LAN segment. One VoIP conversation requires a “wire” bandwidth of 100Kbps(full-duplex) for G.711 compression. End-to-End Delay should not exceed 120ms.
- Wireless LANs should provide sufficient coverage, bandwidth, and client capacity to support all WiFi VoIP phones. Wireless LANs may need to be configured to support separate SSIDs and seamless roaming for WiFi VoIP phones.
- Your LAN vendor must maintain the effective transmission of VoIP traffic to ensure productive voice communications.
- Failure to meet and or comply with the best practices and requirements above will result in an inability to install and maintain the VoIP service requested and can result in the termination or suspension of service until the requirements are met.

**6. CHARGES AND PAYMENT**

You agree to pay all applicable charges for Voice Services purchased or used by you or by anyone you authorize to use, including governmental charges and taxes that we are mandated to bill you (“Mandated Fees”) or are permitted to recover from you (“Permissive Fees”). Permissive Fees are intended to recover local, state and/or federal charges that we are required to pay to governmental entities, including, but not limited to, Universal Service Fund charges, which may change quarterly or more often. The amounts of applicable charges and fees for Voice Services are available in the Service Terms for each Voice Service and in applicable tariffs, on the FTC website, and in bill inserts. Any errors in calculation made by FTC or any of our representatives do not constitute an offer and thus may subsequently be corrected by FTC. For more information on charges and payment terms, please review the FTC tariff and/or the Telecommunications Bill of Rights published on the South Carolina Office of Regulatory Staff website at <https://ors.sc.gov/consumers/telecommunications/telecommunication-bill-rights>.

You expressly authorize, and specifically consent to allowing, FTC and/or its outside collection agencies, outside counsel, or any other agents acting by or on behalf of FTC to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by FTC to you. You agree that such contact may be made using any contact information that you have provided, or may in the future provide, to FTC, including any and all telephone numbers billed on your



account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by any other automatic electronic messaging system. You agree to provide true, accurate, current, and complete contact information to FTC and its authorized agents and to promptly update your contact information to keep it true, accurate, and complete.

## **7. SUSPENDING AND CANCELLING SERVICES**

You may cancel all or a portion of your Voice Services by calling the applicable FTC phone number on your bill. The Service Terms for the Voice Services to which you subscribe may include additional terms and conditions applicable to cancellation of Voice Services, such as early termination fees, if any. If you do not call to cancel, you agree to pay for all Voice Services you order and/or use, and those Voice Services continue to be governed by this Agreement.

We reserve the right to discontinue providing Voice Services in all or part of a service area at any time, subject to applicable law and regulation, by providing thirty (30) days' notice to affected customers. If we believe the Voice Services are being used fraudulently, abusively, illegally, or unlawfully, we reserve the right to immediately and without notice suspend, restrict, or cancel them. If you do not pay the undisputed portion of your bill by the required due date, we may suspend, restrict, or cancel the Voice Services with advance notice to you. If you violate any other term or condition of this Agreement, we may suspend, restrict, or cancel the Voice Services if the violation is not remedied within a reasonable period of time after we provide notice to you. If you ask us to reinstate your Voice Services following suspension or cancellation for any of the above reasons, we may require you to pay a deposit or a reconnection fee, or both. We may suspend or terminate any Voice Services affected by a Force Majeure event, without notice to you. A "Force Majeure" event means causes beyond our control that prevent or hinder the delivery of any Service, such as fire; flood; lightning; meteorological phenomena; earthquakes; volcanic action; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of FTC or others); embargoes; acts of God; and acts of terrorism.

We have the right at any time to suspend or interrupt Voice Services to make necessary repairs or changes in our facilities. We may refuse to repair Voice Services if we determine that the conditions at your premises are unsafe for us, our agents, and/or our contractors.

FTC reserves the right at any time to temporarily suspend or interrupt Voice Services to make necessary changes in how we provide Voice Services over our network and facilities to your premises. We will provide advance notice of these network changes to the extent required by this Agreement, applicable law, and regulation. In some cases, such changes in how we provide Voice Services may require a technician to be dispatched to your home or business to install new network equipment at your premises and transfer your service to the new network equipment in order to ensure you continue to receive such Voice Services. The network equipment we install at your home or business may require the use of your electrical power for the operation of our facilities. Where a technician visit is required, **if you do not allow FTC to install the new**

**network equipment at your premises, your Voice Services may be disconnected as stated above.**

## **8. INDEMNIFICATION**

You agree to indemnify and hold harmless FTC, our employees, officers, directors, affiliates, subsidiaries, assignees and agents for any claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses, including reasonable attorney fees, arising from or relating to any use of any Voice Services by you or any person you authorize or permit to use any Voice Services, including but not limited to claims relating to: incorrect, incomplete or misleading information; defamation, libel or slander; invasion of privacy; identity theft; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or service sold or otherwise distributed through or in connection with any Voice Services or any injury or damage to person or property caused thereby; or violation of any applicable law or regulation (collectively “losses”), unless such claims are based on or arise from our willful misconduct or gross negligence. This provision will continue to apply after the cancellation or termination of this Agreement.

## **9. DISCLAIMER OF WARRANTIES**

FTC DOES NOT WARRANT THAT ANY VOICE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ALL SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (OTHER THAN THOSE WARRANTIES, IF ANY, THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT), ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. FTC DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO FTC EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON FTC’S BEHALF, AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT.

## **10. LIMITATION OF LIABILITY**

You acknowledge and understand that due to the nature of the Voice Services, calls, messages, or service may be lost for many reasons, including but not limited to: dialing errors, power failures (including power failures at your residence), malfunctioning of Voice Services and equipment, electronic interference, and Force Majeure events. Therefore, except as set forth below, your monetary remedy for loss or damage caused by the provision, operation, or use of any Voice Services or for the delay, malfunction, or partial or total failure of any Voice Services, including such loss or damage caused by FTC’s negligence, shall not exceed the credit specified in the applicable tariff, or, if the Voice Service is not provided pursuant to tariff, the credit shall not exceed the amount of the charges paid or owed by you to FTC for such Voice Services for the period of such delay, malfunction, or failure, except to the extent additional monetary remedies are provided for in Section 11. You also acknowledge and understand that FTC is not responsible for any loss or damage caused by the interruption or other absence of commercial power and that it is your responsibility to maintain any desired backup power, including battery backup, at your residence or business in the event of a power outage.

The limitations of liability stated above do not apply if it is determined that FTC's gross negligence or willful misconduct caused you damage. In that event, FTC will be liable only for the direct damages for which it is found responsible.

In no event will FTC be liable or responsible for indirect, incidental, special, punitive, or consequential damages arising out of, resulting from, or in connection with the provision, operation, or use of the Services, or for the delay, malfunction, or partial or total failure of any Voice Services, including but not limited to loss of revenue, profit or other economic loss; emotional distress; harm to reputation; loss of consortium; and/or pain and suffering, regardless of whether FTC knew or should have known of the possibility of such damages and regardless of whether FTC's negligence caused such damages.

The provisions in this Section 10 will survive and continue to apply after this Agreement terminates. As used in this Section 10, FTC means FTC, its employees, officers, directors, affiliates, subsidiaries, assignees, agents, and suppliers. The disclaimers and limitations of liability in this Section 10 apply unless prohibited by applicable law.

## **11. DISPUTE RESOLUTION**

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling FTC's customer service center. In the unlikely event that FTC's customer service center is unable to resolve a complaint you may have to your satisfaction (or if FTC has not been able to resolve a dispute it has with you after attempting to do so informally), you and FTC each have the right to bring any dispute regarding the Voice Services to the Federal Communications Commission, the South Carolina Public Service Commission, or small claims court, if the claim is within the agency's or court's jurisdiction.

## **12. CHANGES TO THIS AGREEMENT**

From time to time, we may change this Agreement, including the Service Terms and tariffs, which are part of this Agreement. If any such change results in more restrictive terms or conditions, we will provide you at least thirty (30) days' notice, by bill insert, as a message printed on your bill, or by any other reasonable method permitted by law.

## **13. MISCELLANEOUS**

After receipt of any notice required by Sections 6, 12, and/or 19, your purchase or use of Voice Services or your payment for them is your agreement to the changes described therein, as of their effective date. Voice Services are provided subject to billing and technical limitations, and not all Voice Services are available in all areas. This Agreement does not give any third party a remedy, claim, or right of reimbursement. You understand that it may be possible for unauthorized third parties to monitor data traffic. If you desire to secure your transmissions in connection with any Voice Services, you shall procure, at your own cost, encryption software or other transmission protection. You assume full responsibility for the establishment of appropriate security measures to control access to your equipment and information. You agree that we may call you about the Voice Services we provide you under this Agreement and the Voice Services that other FTC affiliates provide you under separate agreements, whether such calls are automated, handled by a live attendant, or are provided through other means. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of

agency, partnership, or other form of joint enterprise between the parties. FTC may subcontract any work, obligations or other performance required of FTC under this Agreement without your consent.

#### **14. ASSIGNMENT**

Except as otherwise may be provided under any applicable state laws or requirements, we reserve the right to assign or otherwise transfer by merger or operation of law all or part of our rights or duties under this Agreement without notice. You may not assign this Agreement or the Voice Services to which you subscribe without our prior written consent, which will not be unreasonably withheld, and any attempted assignment or delegation by you without such consent shall be void.

#### **15. ENTIRE AGREEMENT**

This Agreement, which incorporates by reference any Addendum to the Agreement, and applicable Service Terms and tariffs, sets forth the entire Agreement between you and FTC and, with respect to the Voice Services covered by this Agreement, takes the place of all previous agreements, understandings, statements, proposals, and representations between us, whether written or oral. This Agreement can be amended solely as provided in Section 12.

#### **16. SURVIVABILITY**

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the completion of performance, cancellation, or termination of this Agreement. Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

#### **17. SEVERABILITY**

If any provision, phrase or wording of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision, phrase or wording and the rights and obligations of the parties to this Agreement shall be construed and enforced accordingly. FTC will amend or replace any provision that is determined to be invalid or unenforceable with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of FTC as reflected in the original provision.

#### **18. GOVERNING LAW**

The law of the state of South Carolina applies, without regard to its conflict of law principles, except to the extent that such law is preempted by applicable federal law.

#### **19. ADDITIONAL SOUTH CAROLINA REQUIREMENTS**

Notifications of updates to this Agreement will be sent via bill insert and deemed to have been received by you three (3) business days after the bill was deposited in the U.S. Mail, first-class delivery. **Within thirty (30) days from that date**, you have a right to terminate your Services by contacting the FTC entity providing Services to you under this Agreement and to pay off your account in the same manner and under the same rates, terms, and conditions as set forth in this

Agreement. The updated Agreement will be posted on the FTC website or you may visit the FTC business office to view a public version or request a copy of the updated Agreement be mailed to you. If you do not terminate the Agreement as described, your use of the Services or the continuation of your FTC account for Services after the thirty (30) day period expires constitutes your assent to all the rates, terms and conditions of this Agreement. If, at the time you receive this Agreement, you are purchasing Services under a pre-existing tariff or other agreement for a specific term, the rates, terms and conditions of that tariff or other agreement will control until the end of the term, at which time the rates, terms and conditions of this Agreement and the associated Service Terms and applicable tariff will control.

Customer Signature: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_