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## PBX ON THE CLOUD SERVICE TERMS AND CONDITIONS

PBX On The Cloud (<http://pbxonthecloud.com>) and Smartphone On The Cloud (<http://smartphoneonthecloud.com>) services ("services") are owned and operated by Connectica Solutions, LLC ("we", "us", "our" or "Connectica Solutions"). Connectica Solutions, LLC provides its services to you ("Customer", "you" or "end user") subject to the following conditions.

If you buy our "services", signed a "PBX ON THE CLOUD ORDER FORM", available for download at our websites <http://connecticasolutions.com> or <http://pbxonthecloud.com> in one or several links that may be identified as "PBX On The Cloud Plans and Pricing Information" or if you signed a Credit Card Authorization Form or a printed copy of either of these forms, you affirmatively accept the terms and conditions in this document. If you e-mail, scan or fax any of these forms or confirm the purchase of the "services" via e-mail, scan or fax, it will be equivalent to sign an original form. Continued use of the "services", indicated by payment of one or several invoices related to them, constitutes the affirmative agreement to these terms and conditions.

Connectica Solutions reserves the right to change the terms, conditions and notices under which these "services" are offered, including but not limited to the charges associated with the use of Connectica Solutions sites and services.

### 1. Electronic Communications

1.1. When you visit Connectica Solutions' websites or send Email to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by Email or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### 2. Copyright

2.1. All content on Connectica Solutions sites, such as text, graphics, logos, button icons, images, data compilations and software, is the property of Connectica Solutions and is protected by international copyright laws. The compilation of all content on Connectica Solutions sites are the exclusive property of Connectica Solutions or its business partners and is protected by international copyright laws.

### 3. Services & Conditions

3.1. Connectica Solutions shall not be held liable for any delay or failure to provide service(s) at any time. In no event shall Connectica Solutions, its officers, Directors, Employees, Shareholders, Affiliates, Agents or Providers who furnishes services to customer in connection with this agreement or the service be liable for any direct, incident, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, loss of revenue, profits or anticipated profits, or damages arising out of or in connection to the use or inability to use the service. The limitations set forth herein apply to the claimed founded in Breach of Contract, Breach of Warranty,



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Product Liability, Tort, and any and all other liability and apply whether or not Connectica Solutions was informed of the likelihood of any particular type of damage.

3.2. Connectica Solutions makes no warranties of any kind, written or implied, to the service which it provides.

3.3. Connectica Solutions provides prepaid services only. You must keep a positive balance to retain services with Connectica Solutions. You must pay all negative balances immediately. Customer agrees to keep a positive balance in customer's account at all times and agrees to pay the actual rates published in our websites for all services and local or long distance (national and international) calls applicable. Customer agrees to pay any and all charges that customer incurs while using Connectica Solutions' services, including applicable Universal Service Funds (USF) and Sales taxes applicable.

3.4. Connectica Solutions services are not intended for use as a primary telephone source for business or residential users.

3.5a. Connectica Solutions unlimited local DID packages are intended for residential use only. Connectica Solutions unlimited USA and International (except Mexico) DID packages include the use of 4 simultaneous channels and include a maximum of 4000 inbound minutes per month. Mexico DID packages include the use of 3 simultaneous channels and include a maximum of 10000 inbound minutes

3.5b. Connectica Solutions retail accounts are limited to a maximum of 10 simultaneous inbound and outbound calls. These limits may be increased per request at the discretion of Connectica Solutions.

3.6. Connectica Solutions does not allow calls originating from Payphones to toll free numbers on its network.

3.7. Any call placed to Directory Assistance (411, 1-XXX-555-1212) including Toll Free numbers (1-800-555-1212) will incur a \$0.99 per call charge as the call will be routed to our national Directory Assistance call center.

3.8. At Connectica Solutions sole discretion, you may incur a port away fee for any DID number(s) leaving Connectica Solutions network as this is a pass-through charge from Connectica Solutions' underlying carrier(s).

3.9. All calls placed through Connectica Solutions are billed at 6 second increments unless otherwise stated.

3.10. Use of Connectica Solutions services for telemarketing, broadcast faxing, delivery of unauthorized or unsolicited advertising, promotional materials or solicitations is strictly prohibited. Failure to abide by these terms will result in immediate account termination.

3.11. Customer agrees that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in Harris County, State of Texas, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the customer and Connectica Solutions. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Customer and Connectica Solutions shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay counsel fees and expenses.



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3.12. Violation of any state or federal laws or laws for any other competent jurisdiction may result in immediate account termination and/or disconnection of the offending service.

3.13. Connectica Solutions reserves the right to terminate service at any time with or without notice; especially if Customer is found to be in violation of Connectica Solutions' Terms & Conditions. You agree that Connectica Solutions shall not be liable to you or to any third party for any modification, suspension or discontinuance of service.

3.14. Due to the nature of this industry and high credit card fraud rate, Connectica Solutions reserves the right to request the following documentation for verification purposes; A copy of the credit card used to establish the account along with valid photo identification such as a Passport, Driver's License or other Government issued identification.

#### 4. Product Configuration

4.1. If customer decides to use equipment not sold by Connectica Solutions, we will not offer technical assistance for these devices. This includes PBX Servers/Switches, IP Phones, IP gateways and ATA Adapters.

4.2. We do provide sample configuration for use with IP Phones/Softphones. This information may be provided in our websites, via e-mail or via printed material. The sample configuration provided will not assist with internal routing, extension logic or calling plans. It is the end user's responsibility to properly configure their servers and or devices for use with Connectica Solutions services.

#### 5. Termination and Refund Policy

5.1 Customer may terminate the use of Connectica Solutions services at any time by sending a written notice to us.

5.2. We offer full refunds on remaining pre-paid balance upon request for all payments made within 60 days. We do not offer refunds for monthly subscriptions such as regular or Toll-Free phone numbers (DID's). There will be no refunds for one-time/setup fees.

#### 6. Site Policies, Modification & Severability

6.1. We reserve the right to make changes to our websites, policies, and these Terms & Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### 7. General Complaints

7.1. Please send reports of activity in violation of these Terms & Conditions to [abuse@connecticasolutions.com](mailto:abuse@connecticasolutions.com). Connectica Solutions will reasonably investigate incidents involving such violations. Connectica Solutions may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may involve criminal and civil liability.

#### 8. e911 service



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## 8.1 Definitions

911: Emergency call service typically used for delivering emergency calls to a public safety access point.

e911: Enhanced 911

PSAP: Public Safety Answering Point

VoIP: Voice over IP

## 8.2 e911 Terms & Conditions

Due to recent pursuant FCC rulings and regulations, All customers who are using Connectica Solutions services as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one of their phone numbers (DIDs).

Enhanced 911, the portion of our 911 service which delivers physical address information to your local PSAP is not guaranteed. It is possible that your physical address information may not be passed to the PSAP dispatcher. On occasions such as this you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.

Enhanced 911 service is not available to every location within the United States at this time. For locations e911 is not currently available; You will be required to announce the location of your emergency to the PSAP dispatcher.

Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will complete. Loss of power, Internet access and or several other conditions may cause 911 to be inoperable. We have no control over those types of situations therefore are not held liable. Connectica Solutions will do everything within their power to prevent service outages within its network.

In order for e911 address information to be passed to your local PSAP dispatcher, you must set your outbound caller ID value to the specific DID you are purchasing e911 service for. Therefore, by agreeing to these Terms & Conditions you the customer agree to set the outbound Caller ID number to the DID you have enabled e911 services for when making an outbound 911 emergency call. Failure to set the correct caller ID value will result in a non-refundable \$130 surcharge per 911 call.

We have added an extension to our network which all Connectica Solutions users may call to test their Caller ID value. At any time, you may test your outbound caller ID value by dialing '811' through our network. You may need a prefix digit to access this number, like '9811'.

By using Connectica Solutions' Enhanced 911 service, Customer agrees that Connectica Solutions, it's contractors, executives, members, customers, agents, employees, carriers, 911 providers, and any anyone else associated with Connectica Solutions is not held liable for emergency calls failing, even if it is determined that it is the fault of Connectica Solutions or it's associates. Customer further agrees that they will notify their Customers, contractors, agents, employees, associates, shareholders, partners, and anyone who may use the Connectica Solutions 911 service of our limitations and make Customers agree to not hold Connectica Solutions or Customer liable.



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Customer will be charged a regulatory recovery fee of \$1.50 per month for each DID submitted to the e911 database. This fee is non-refundable. Failure to enable e911 service will result in a non-refundable \$130 surcharge per 911 call.