

1ov1 Voice Service Level Agreement, Terms & Conditions

This Master Service Agreement ("Agreement") governs your use of services provided by 1ov1, ("1ov1", "we", "us", "our"). This Agreement applies to all voice services, websites, and products ("Services") you ("Customer," "you," "user") purchase or uses from 1ov1.

By establishing or maintaining a 1ov1 account, using our Services, or visiting our website, you affirmatively accept and agree to be bound by the terms of this agreement. If you do not agree to these terms, you may not use our Services. Continued use of the Services constitutes your ongoing acceptance of this Agreement.

Please review this document carefully. It contains important information regarding service limitations, E911, payment obligations, and your legal rights.

1. General Terms and Conditions

1.1. Service Eligibility and Account Responsibility

You must be at least 18 years old to establish a 1ov1 Voice Service account. You are solely responsible for all activity that occurs under your account, including maintaining the confidentiality of your account credentials. You are required to reside in the United States to use our Services, and we reserve the right to verify your service address.

1.2. Electronic Communications

You consent to receive communications from us electronically, such as emails or notices posted on our website. You agree that all electronic communications satisfy any legal requirement that such communications be in writing.

1.3. Resellers and Third-Party Providers

If you receive our Services through a reseller, IT provider, or another third party, you may be subject to their terms and conditions in addition to this Agreement. Please contact that entity for their policies.

1.4. Modification of Terms

We reserve the right to modify this Agreement at any time by posting the revised version on our website: 1ov1.com/tc. Your continued use of the Services after such changes constitutes your acceptance of the new terms.

2. Service Limitations and Disclaimers

2.1. No Warranties

1ov1's voice Services are provided on an "as is" and "as available" basis. 1ov1 makes no warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee that the Services will be uninterrupted, error-free, or secure.

2.2. Limitation of Liability

To the maximum extent permitted by law, 1ov1 and its affiliates, directors, employees, agents, and underlying providers shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages. This includes, but is not limited to, damages for loss of profits, revenue, data, or use, arising from:

- Delays or failures in providing the Service.
- The use or inability to use the Service.
- Failures of E911 dialing (as detailed in Section 4).

These limitations apply regardless of the legal theory on which the claim is based, even if 1ov1 was advised of the possibility of such damages.

3. Customer Obligations and Acceptable Use

3.1. Lawful Use

You agree to use the Services only for lawful purposes. You are prohibited from using the Services to transmit any material that violates any applicable local, state, federal, or international law. Violation of this clause may result in immediate service termination and cooperation with law enforcement.

3.2. Prohibited Activities

The following activities are strictly prohibited and are grounds for immediate termination of your account without notice:

- Telemarketing & Unsolicited Communications: Engaging in telemarketing, robocalling, auto-dialing, broadcast faxing, or sending bulk unsolicited messages ("spam").
- Fraudulent Activity: Using the Services for fraudulent purposes, including changing or "spoofing" caller ID information to mislead or defraud.
- High-Volume, Short-Duration Calls (HVSD): Generating a high volume of calls with very short durations, which is indicative of robocalling or traffic pumping schemes.

3.3. "Unlimited" Plan Reasonable Use Policy

Plans described as "unlimited" are subject to this Reasonable Use Policy. "Unlimited" plans are intended for normal business dialogue between two individuals. They may not be used for:

- Bulk call-in lines (e.g., call centers, hotlines).
- Trunking or forwarding to a PBX system capable of handling multiple simultaneous calls.
- Auto-dialing or "predictive" dialing.
- Continuous or excessive call forwarding.

We reserve the right to suspend or terminate service upon prior notice if we determine, in our sole discretion, that your use violates this policy.

3.4. Call Recording

Certain features of the Service may allow you to record conversations. You are solely responsible for complying with all federal and state laws governing call recording. Federal law requires one-party consent, but many states (including California, Florida, Illinois, and others) require all parties to consent. It is your responsibility to inform all participants that a call is being recorded.

4. E911 Service Terms and Conditions

4.1. VoIP E911 Limitations

Our Voice over IP (VoIP) E911 service has critical limitations compared to traditional 911 service. Due to the nature of VoIP, the Service, including E911 dialing, will not function during a power outage or internet service disruption.

4.2. Registered Location

E911 service works by providing your registered physical address to the local Public Safety Answering Point (PSAP). You must provide an accurate and up-to-date physical address for each phone number. If you move a device to a new address, you must update the registered address by contacting 1ov1. Failure to do so will result in emergency responders being sent to the wrong location.

4.3. E911 Service Disclaimer

There is no guarantee that your address information will be passed to the PSAP dispatcher. You may need to verbally provide your location. By using our E911 service, you agree that 1ov1 and its providers are not liable for any failures in emergency call completion or response, even if it is the fault of 1ov1. You agree to inform all users in your organization of your Service of these limitations.

4.4. E911 Fees and Surcharges

A regulatory recovery fee will be charged each month, or yearly on annually paid plans, for each phone line, user phone, or device, for E911 services. This fee is set by the FCC and may change without notice.

4.5. End User 911 Dialing Notice

911/E911 Service Availability: 1ov1's business telephone service differs from telephone service offered by traditional telephone carriers. These differences include differences in how 911 calls are handled. Some of the most important differences are explained below.

E911 Service Limitations: 1ov1's business telephone service (the "Services") will not function if a customer loses electrical power, if the customer experiences interrupted connection to its internet service, or if the customer cannot connect to 1ov1's platform because of an obstruction on the customer's wide area network or local area network, such as a port blocked by the customer's internet service provider. These limitations also apply to 1ov1's 911 dialing service ("1ov1 911 Dialing"). The Services, including 1ov1 911 Dialing, may not be accessible from a particular phone or other calling device if that device is not configured correctly or otherwise malfunctions. The Services are not set up to provide the autodialing functionality sometimes relied on by security systems, medical monitoring equipment, TTY equipment, etc. Customers should not rely on the Services to provide this functionality.

E911: Enhanced 911 ("E911") service is 911 service which includes automatic forwarding of location and callback information to emergency responders at a 911 answering point. Automatic forwarding of this information can assist emergency responders and can facilitate callback if a 911 call is dropped before completion. The information forwarded by the E911 system is called Automatic Location Information ("ALI") and Automatic Number Information ("ANI"). To facilitate E911 service, 1ov1 requires each customer to register a physical address on the customer's account. The customer must provide an accurate physical address. The customer must also provide an updated address if the physical location of a device changes. The customer may notify 1ov1 of changes by phone by calling 1(800) 913-6650.

After a customer provides address information for their account, there may be some delay before automatic forwarding of ALI/ANI is enabled. An account's registered address is the only means by which to route a E911 call to the geographically assigned E911 answering point. Therefore, if the customer provides 1ov1 incorrect ALI/ANI information, E911 call routing may not function correctly. If the geographically-assigned E911 answering point is unavailable, E911 calls may be forwarded to a different 911 answering point.

Some 911 answering points are not equipped to receive ALI/ANI information. When an E911 call is directed to a 911 answering point that isn't equipped to receive ALI/ANI information, the caller will need to provide location and callback information verbally.

As with 1ov1 911 Dialing generally, E911 service will not function if the Services do not function and will be inaccessible from a particular device if the Services are inaccessible from that device.

Furthermore, when 911 is dialed the ALI/ANI information transmitted by the account will not be accurate if the device from which 911 is dialed has been moved to a different physical address than what's registered on the account.

Notice to Users of 1ov1 Services Regarding 911 Dialing: Each 1ov1 customer is responsible to notify any individuals who may place calls using the Services of the limitations of 1ov1 911 Dialing as described in this policy. 1ov1 will provide the customer with warning labels informing callers of the limitations contained in this policy and the customer is responsible to place them on or near each calling device used with the Services. If a customer has not received labels or needs additional labels, the customer may request them from 1ov1 by calling 1(800) 913-6650.

In light of the limitations of 1ov1 911 Dialing discussed above, 1ov1 recommends that each customer maintain 911 failover services or another alternate means to access traditional 911 dialing service.

Updated versions of the 911/e911 notice can be viewed at 1ov1.com/e911

5. Billing, Payments, Refunds and Cancellation

5.1. No Contract / No Refund Policy:

1ov1 provides services on a Month-to-Month (M2M) or Yearly (Y2Y) basis, called Plans, and does not require service contracts. You may cancel services at any time. However, all payments made for services are non-refundable, and 1ov1 is not obligated to issue refunds for any services rendered or prepaid.

5.2. Prepaid Plan Services and Payments

All Services are provided on a prepaid basis. You must maintain a positive account balance to receive Services. We offer the following plans:

- Month-to-Month (M2M): Charged monthly with AutoPay. Can be canceled at any time.
- Yearly (Y2Y): Billed annually at a discounted rate. Can be canceled at any time.

5.2. Month-to-Month Plan Payment Authorization and Late Fees

A valid credit card is required for automatic monthly payments. If an automatic payment fails:

- A late fee of 15% (up to \$20) will be applied after 10 days past due.
- Service will be suspended at 21 days past due.
- A \$50 reactivation, the late fee, and the full past-due balance will be required to restore services.
- The account will be considered abandoned and deleted at 45 days past due and your phone numbers will be released.
- An additional \$150 setup fee plus the past due amount, late fee, and reactivation fees will be required to reclaim the original phone number and reactivate the old account, if the original number is still available.

5.3. Yearly (Y2Y) Plan Payments and Late Fees

- A late fee of 5% will be assessed after 10 days past due.
- Service will be suspended at 21 days past due.
- A \$50 reactivation fee, the late fee, and the full past-due balance will be required to restore services.
- The account will be considered abandoned and deleted at 45 days past due, and your phone numbers will be released.
- An additional \$150 setup fee plus the past due amount, late fee, and reactivation fees will be required to reclaim the original phone number and reactivate the old account, if the original number is still available.

5.4. Refund Policy

All payments are final and non-refundable. No refunds or credits will be issued for unused or prepaid portions of any service plan (M2M, Y2Y, or RTO), setup fees, or hardware purchases.

5.5. Cancellation

To cancel any service, you must provide at least thirty (30) days written notice by email, and the cancellation notice must be sent from the authorized email address that 1ov1 has on file for your account. Cancellation requests are effective thirty (30) days from the date written notice is received by 1ov1. You remain responsible for all charges incurred during the 30-day notice period. No verbal requests, port-out requests, or third-party notifications will constitute valid cancellation notice.

5.6. Porting Out

Porting a telephone number to another carrier does not automatically cancel your services with 1ov1. Carriers do not automatically receive notification when a number is ported out. It is solely your responsibility to notify 1ov1 in writing (by email) once a number has been successfully ported. Failure to provide proper written notice will result in continued billing during the required 30-day notice period.

6. Equipment and Support

6.1. Technical Support

Standard Level Support is included for all customers. This includes system configuration and support over the phone for devices and hardware purchased directly from 1ov1. Premium Level Support is available in select regions and provides onsite technicians for issues that cannot be resolved remotely.

6.2. Bring Your Own Device (BYOD)

If you use devices or hardware not purchased from 1ov1, you are solely responsible for their configuration, programming, and maintenance. We do not provide technical support for BYOD equipment, ISP connections, or third-party networking hardware, though we may offer best-effort consulting.

6.3. System Maintenance

Scheduled system maintenance and backups may be performed daily, typically between 12:00 AM and 3:00 AM Pacific Time. Services, including E911, may be temporarily unavailable during this window. Please ensure you have an alternate means of communication available.

7. Legal Provisions

7.1. Intellectual Property

All content on our website, including text, graphics, logos, and software, is the exclusive property of 1ov1 or its licensors and is protected by international copyright laws.

7.2. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of California. You agree to the exclusive jurisdiction of the state and federal courts located in San Benito County, California, for any legal matters arising from this Agreement.

7.3. Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be deemed severable, and the remaining provisions shall continue in full force and effect.

7.4. Contact and Notices

Please direct reports of any violation of this Agreement to support@1ov1.com. We will investigate all such reports and may involve law enforcement if criminal activity is suspected.