

Answer US, LLC - Service Agreement – Terms and Conditions of Service

By using any of the services provided by Answer US, LLC (“AUS”), you agree to be bound by this Service Agreement and Terms and Conditions of Service.

This is the most current version of the Service Agreement (8/1/16) – Terms and Conditions of Service will be posted to www.answerus.us and are available on request. Any updates to our Service Agreement – Terms and Conditions of Service will constitute notice to you of any changes, although AUS will make reasonable efforts to provide you with thirty days advance notice of any changes that may adversely affect you. E-mail and mailed notification of these terms will be made available on request. The continued use of our services constitutes acceptance of our Service Agreement – Terms and Conditions of Service.

General

AUS offers a variety of services, and reserves the right to make changes to its services, including its fees and billing methods, or to discontinue some or all of its services. AUS will provide thirty (30) days notice of such changes. These changes will become part of this agreement unless the Customer terminates service prior to the effective date of change.

Billing

AUS will bill your service on the 1st of each month. Services are billed on the 1st of each month for the upcoming month base rate and in arrears for any usage or overage charges you may incur. By our services being available for your use, you agree to accept responsibility for all fees you may incur as a result of the use of the service. Payment is due 30 days from the billing date. For your convenience, you may pay by credit card, ACH check or mailed check. A monthly service charge of 1.5% may be added to all past due balances. A \$35.00 charge will be added for any returned check. AUS reserves the right to suspend or discontinue service on any delinquent, unbillable or uncollectible accounts. If service is discontinued, there will be a \$30.00 reconnect fee. A deposit, securing future payment may also be required. AUS reserves the right to submit unpaid late balances to credit bureaus’ and collection agencies. Customer agrees to pay and be responsible for any and all costs incurred, including reasonable attorney’s fees, in collecting any balance owed. If there is a billing problem or discrepancy, it must be brought to the attention of AUS by you within 60 days from billing date of the amount and reason for the dispute. If you do not bring them to our attention within 60 days in writing at company address or by documented phone call, mail or e-mail, you agree that you waive your right to dispute. Customer shall take precaution to safeguard the assignments of passcodes to their accounts. AUS shall not be liable for any fraudulent usage of the customer’s service.

Term

Service Agreements will begin on the activation date and prorated for the first month and continue on a month-to-month basis unless the customer selects two month - quarterly - semi-annual or annual billing. AUS has the right to suspend or discontinue service that may adversely affect the company’s systems or service to another user or if fraudulent, abusive or unlawful use is suspected. Any cancellation by mail must be sent separately from bill payment. It is advisable to send notice by USPS First Class, return receipt, to the company address to protect your rights. If you cancel by telephone through customer service you will be given a cancellation number. For mutual protection you must record/keep this number to verify that you have cancelled. If you do not have an authorized cancellation number, the account is not cancelled until proper notice is given by customer. You must be the account holder of record to cancel an account. A 30 days’ notice is required when cancelling an account. (You must cancel on or before 3/1/XX for your service to terminate 4/30/xx – 30 days prior to the 1st of the last month of service). This must be given prior to the billing date for that month – the 1st. No credits will be issued for cancellations received on or after the 1st of the month for that month’s recurring charges. Early termination of paid two month – quarterly contracts – 0% - semi-annual or annual paid contract – 50% refund if less than one half of term has expired - 0% refund if more than one half of term has expired. Customer is responsible for removing automated call forwarding features from their phone lines that transfer calls to AUS services. Customer will be responsible for additional monthly billing charges if calls continue to be forwarded after the last day of the month of termination. Regarding transferring a service from a multiple service account to an individual account, approval from the contact of record on the original account must be received prior to any transfer. Once the service is setup on an individual account, all charges and responsibilities of the account are that of the new contact and a transfer fee may apply.

Warranties

In connection with the sale and operation of the service, the customer acknowledges that AUS is making no warranties or representations concerning the system, the service utilized in connection therewith, its fitness for a particular use, or the specific desirability of the use of the system for a particular customer. Customer agrees that AUS shall not be liable for lost profits or exemplary, special, incidental, consequential or punitive damages which arise directly or indirectly out of use, lack of use, unavailability or malfunction of the service.

Portability

All numbers listed on this bill are owned - leased by AUS as a digital Answering Service and are not subject to portability without prior approval from AUS. If approved, terms, conditions and costs at that time must be paid prior to transfer.