

# Fixed Line: Voice Terms & Conditions

## Terms & Conditions

GTA is delighted to provide you Hosted PBX Services and enhancements ordered on this Service Order Contract (the "Order Terms").

The word "Contract" includes and incorporates, by reference, the Order Terms, all of the Terms and Conditions of this Contract, and any GTA Hosted PBX Service Addendums that you may sign at any time. As used in this Contract, the words "we", "our" and "us" refer to GTA and the words "you" and "your" refer to the entity that has signed this Contract with us.

The word "Services" includes and incorporates the Hosted PBX Services and enhancements. The following Terms and Conditions govern all aspects of your purchase, including use and termination of all Services, as defined in this section. These Terms and Conditions are subject to Early Termination Charges and other fees.

## Services & Installation

We will provide to you the Services identified on the Order Terms for the "Service Period" and "Monthly Fee" and "Service Address" as defined in the Order Terms. You are responsible for the "Installation Fee" or "Setup Fee" as defined in the Order Terms for each applicable Service. We will make the Hosted PBX Services available to you at the Service Address within 30 business days from the date you sign this Contract so long as we have not been delayed because of: (i) your failure to make the Service Address available to us within (1) business day of your signing this Contract; or (ii) your faulty or incomplete facilities or equipment; or (iii) your request for delay, failure to promptly respond or timely supply any requested or necessary information; or (iv) your negligence or omissions; or (v) your failure to meet Contract approval terms; (vi) any special installation circumstances we identified to you at the time of sale; or (vii) events or circumstances beyond our control, such as "Events of Majeure" defined in Section 11 below; or (viii) inability to acquire and maintain commercially reasonable transport and other facilities; or (ix) any delay pursuant to federal or local action. Should special set-up or installation be required at your Service Address, whether or not identified at the time of sale, we may terminate this Contract or cancel any Services without any obligation or liability to you.

## Equipment

In order to provide to you our Hosted PBX Services, you may purchase handsets ("Handsets") from us. Your purchase also may include related software and other products ("Related Products") in order to operate your Handsets properly.

Handsets and Related Products may be covered under a limited warranty of their manufacturer that GTA will extend to you without charge to the extent we can do so under our agreements with those manufacturers. If and when available, you may also elect to purchase an extended warranty for the Handsets and Related Products. Warranty does not cover the following: Handset and Related Product damaged by accident, in shipment, unreasonable use, misuse, neglect or other causes not arising out of defects in materials or workmanship. Warranty does not extend to any Handsets and Related Products, which have been used in contravention of written instructions furnished. In the event said Handsets and Related Products is covered under warranty, a replacement Handset and Related Product of the same or similar product will be provided.

**Warranty Disclaimers:** This warranty is in-lieu of all warranties expressed or implied and no representative or person is authorized to assume any other liability in connection with the sale of our products. There shall be no claims for defects or failure of performance or product failure under any theory of tort, contract or commercial law, including, but not limited to negligence, gross negligence, and strict liability, breach of warranty and breach of contract.



In our sole discretion, we may change or modify your Handsets and Related Products via remote access and without notice to you, including changes or modifications to any software or programming. Among other things, this may affect or delete any data or information stored on your Handsets or Related Products, including the configuration of your Handsets or Related Products. GTA is not responsible for any monetary loss, or adverse effects of such changes or modifications.

You should also know that the installation, operation, maintenance, repair, or removal of any software, program, or other hardware related to the GTA Services, including the Related Products (together with the Related Products, the "Services Related Products") on your computer(s), network(s) or other hardware may result in service outage, loss or damage to that equipment or any data, information or files on your equipment. You agree to be solely responsible for all data and software back up and to otherwise protect your computer and network data, information and files. You assume all responsibility for impacts, loss or damage to your computer or network hardware, data, information, files, peripherals, Handsets, or Service Related Products associated with installing, operating or removing any Services Related Products. Any warranty covering your computer, network or other equipment may become void when you open that computer or equipment to install any Services Related Products, whether or not you elect to install and run any of those Services Related Products. We do not commit or warrant that your installation or use of any Services Related Products will permit you to access, operate, or use any Service.

### **Lost or Stolen Handsets**

If any Handset is stolen or misplaced, you must report the incident to us and to the police immediately. Failure to report the theft of your Handset may result in your being liable for all charges and calls placed using your Handset from the time the Handset was stolen or misplaced until we are able to suspend your Hosted PBX Service. A copy of the police report must be filed with GTA. Upon proper notice, we will suspend your Hosted PBX Service (up to maximum of 30 days) to permit you to replace the stolen or misplaced Handset.

### **Network availability commitment for Hosted PBX Services**

We will use commercially reasonable efforts to make our GTA IP "Network" (defined below) available to you at all times, subject to certain limitations described in this Contract (the "Network Availability Commitment"). For purposes of this Network Availability Commitment, the GTA IP Network ("Network") means the integrated access device, local access loop, aggregation router, connectivity to the core network, and core network components up to the handoff to either the Internet peering point (for Internet packets) or the handoff to local, long distance or other voice Services provider for phone service traffic.

A Network outage occurs when there is total "Loss of Service" (defined below) for more than 30 consecutive minutes per occurrence. "Loss of Service" means that GTA is unable to transmit IP packets on your behalf, such that you are unable to communicate with or access any other Internet Service providers via the IP transmission protocol or unable to communicate with or access any other telecommunications providers via the Public Switched Telephone Network, as a result of the failure of GTA facilities, equipment, or personnel used to provide the Hosted PBX services.

The Network Availability Commitment in this Section 4 does not cover or apply to: (a) Services activation or any Loss of Service caused by our maintenance of the system or Network; or (b) problems or issues relating to your equipment at the Service Address, including, but not limited to your Local Area Network, your phone equipment (including cables, PBX and associated cards), routine maintenance events, outages or disruptions caused by you either directly or indirectly, interconnections to or from and connectivity within other Local Exchange Carriers' networks (for example, calls to certain numbers or area codes), subsequent voice carriers' networks, interconnections to or from and connectivity within other Internet Service Provider networks, degraded or slow Services, and Force Majeure events. GTA reserves the right to change or modify the terms and conditions of the Network Availability Commitment at any time by notice to you. Said notice will be sent to you 30 days prior to the change and may be given in any of the following forms: via [www.gta.net](http://www.gta.net), via telephone, email, or text message.



You are eligible for a credit of 1/1140 of the Hosted PBX fixed recurring monthly charges for each full 30 minutes that you experienced a covered Network outage for that Service after you have reported it to our Call Center at ask@gta.net or 1-671-644-4482.

### **Credit limites and reporting procedures**

To be eligible for the Network Availability Commitment, you first must notify our Call Center immediately when you experience a Network outage or Loss of Service. Our Call Center staff will investigate the reported outage and assign a trouble ticket number. For purposes of determining the duration of a Network outage, a Network outage begins when you notify Call Center and ends when GTA confirms that Services have been re-established. All Network Availability Commitment credit requests are subject to GTA's review and verification.

### **Your responsibilities**

In addition to your other responsibilities under this Contract, you agree that you and anyone using the Services will: (i) provide adequate facilities to house and operate our Hosted PBX equipment; (ii) not resell the Services to any third party; (iii) comply with GTA's Internet Usage Policy described in Section 14 below; (iv) comply with all federal and local laws, rules, regulations and tariffs that apply to the Services or this Contract; (v) be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to your computers, servers or other equipment through the Services; (vi) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through your facilities, equipment or Service Address; and (vii) authorize and identify to us in writing at least one individual who is authorized to represent you on any aspect of the Services and your account (including all requests for moves, additions, deletions or changes to the Services). You warrant and represent that a significant amount of your local exchange traffic at the Service Address will occur through our Services for the entire term of this Contract. You agree that you will notify us immediately of any Loss of Service or other problems with any of the Services.

### **Disclaimer of warranties**

GTA is providing the services, to you on an "as is" basis without any warranty, express or implied. GTA disclaims all implied warranties, including warranties of merchantability and fitness for a particular purpose, and any warranty from usage of trade, course of dealing, or course of performances, among others. You are solely responsible to select, use, and determine the suitability of GTA services, handsets, and services related products and GTA will have no liability for that selection, use or suitability. GTA does not warrant that services will be uninterrupted or error-free. GTA does not represent that the services, handsets or services related products will meet your requirements or prevent unauthorized access to your computers, network, servers and other equipment or to any data, information or files on any of them.

### **Disclaimer of emergency 9-1-1 services**

Because the services we provide you are a nomadic vip service, meaning that the services allow you to make or receive telephone calls over the internet to or from the public switched telephone network, you are advised that emergency 9-1-1 service will not function or be available to you with the loss of electrical power or if the broadband connection is not operational. Your signature below to this contract will be your acknowledgement that GTA has advised you of these limitations and that you accept the services with these limitations. GTA will also provide labels to you that alert users to the limitations in this paragraph 8. The Federal Communications Commission recommends that you place these labels on or near the telephone and other equipment associated with your hosted PBX services.



## **GTA liability limitations**

GTA is not liable for any damages, including indirect, incidental, consequential, punitive or special damages, relating to loss of data, profit, revenue or business, or loss, damage or destruction of any property, whether you, your assignee or any other transferee suffer that loss or damage and whether or not GTA is informed in advance of the possibility of such loss or damage. GTA is not liable for the content, accuracy or quality of information transmitted through its equipment, facilities or Services, or through the Handsets or Services Related Products and you agree to assume all risk of transmitting, receiving or using any such content or information.

GTA is not liable for any injuries, death, or loss to any person or for damage, loss or destruction of any property of any person as a result of GTA's act or omission in developing, adopting, implementing, maintaining, or operating any Emergency 9-1-1 or similar system or in identifying the telephone number, name, address, location or any other information on anyone accessing or trying to use or access the Emergency 9-1-1 or similar system. GTA is not liable for errors or omissions in any information about you in any published directory. You agree to be solely responsible for ensuring the accuracy of any information about you in any published directory.

GTA's sole liability to you for any claims, losses, or damages caused by the Services or equipment or otherwise under this Contract are limited as described in this Section 9. You agree that those limitations are reasonable. You further agree that the limitations on GTA's liability in this Section 9 will apply in any action or proceeding against GTA, whether based in contract, tort (including negligence or strict liability) or under any statute, law, or rule or otherwise.

## **Your liability for GTA loss and damage**

To the extent you are the cause of any loss, damages, or liabilities to GTA, you agree to reimburse, compensate, and pay GTA for any losses, claims, damages, liabilities, or penalties that GTA or any of our officers, directors, agents, successors or assigns may incur from your purchase or use of the Services and our equipment, except to the extent that any loss, damages or liabilities are caused by GTA's gross negligence or willful misconduct.

## **Force Majeure**

We will not be in violation of this Contract or otherwise liable for any delay, failure to perform or equipment or property damage, loss, destruction or malfunction, or any consequence thereof, caused by anything beyond our reasonable control, including, without limitation, fire; earthquake; flood; weather; acts of God; labor disputes; utility curtailments; power failures; cable cuts; failure caused by other Internet provider(s); Handsets or other Services Related Products; worms, Trojan horses, viruses or other destructive code or software; explosions; civil disturbances; terrorism; vandalism; governmental actions; or shortages of equipment or supplies (collectively, "Events of Force Majeure").

## **Maintenance**

We may perform maintenance that may affect the availability or functionality of all or part of the Services at any time. Any impact on the Services as a result of maintenance will not be deemed our breach of this Contract or the Network Availability Commitment and will not entitle you to any credit, refund or right to terminate this Contract or any affected Service.

## **Relocation of services**

If you desire to transfer your Service Location for any Services to a different location, you must request that move in writing us at least 30 days in advance. If your new location is within our serving area, then you and GTA must enter into a new contract with a term of no less than the Initial Term. That new contract may include additional or different installation, recurring and other charges and fees. In addition, we may assess you a relocation fee each time you change any Hosted PBX Services location.



If your new location is not within our serving area, or Services end at the prior Service Address and a new agreement for the new location is not entered into by the parties, then you will be deemed to have terminated this Contract and Early Termination Charges will apply.

### **Internet usage policy**

You agree to comply at all times with our Internet Use Policy ("IUP") which is posted on the Internet at [www.gta.net](http://www.gta.net) and is incorporated in this Contract by this reference. We may change the IUP at any time without prior notice to you and any IUP amendments will be effective upon posting on our website.