



Wireless Beehive

Wireless Beehive, LLC. VoIP – Terms of Service Agreement

By establishing an account or using the Services of Wireless Beehive, LLC. You agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to Wireless Beehive Digital Voice (VoIP) Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing Wireless Beehive Digital Voice Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Wireless Beehive may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

911 Disclosure: VoIP 911 service is different from traditional 911, but is a safe and reliable means of emergency dialing that may differ depending on where you are located when using your VoIP service. Most of our customers have access to either basic 911 service or E911 (enhanced 911) service. With basic or traditional 911 services local emergency operators answering may not see your VoIP phone number or your registered address. They will ask for your phone number and address, and will need you to be able to provide the information so they can assist you. With E911 service your registered address is sent to the emergency center serving your area. Not all emergency centers are equipped to accept E911 calls. As additional local emergency centers are upgrading and becoming capable of receiving automatic information your service will be automatically upgraded from basic 911 to E911 service.

For each phone line you must register a physical address with us. If you move it is your responsibility to notify Wireless Beehive of the new physical address. Please make sure that the physical address on your application is the correct physical address where your phone will most often be used. If you do not provide us with the proper address and require the use of emergency services, your 911 calls may be sent to a center near your old address.

VoIP adapters do not work without power. In the event of a power outage, your phone service may not work.

911 surcharges will be charged on your monthly statement.

Service Distinctions: VoIP service is not a telecommunications service. This service is subject to different regulatory treatment than telecommunications service. Events beyond our control may affect your service such as power outages, fluctuations in internet, and outages/issues with upstream backbone providers, etc.

This service does not support 0+ or operator assisted calling, including collect calls, third party billing calls, 900 or calling card calls. Our service may not support x11 services in all calling areas (211, 411, etc).

Depending on where you live directory listings may or may not be available for customers who obtain new phone numbers through Wireless Beehive. However, local numbers that have been ported from another provider may be listed with directory services.



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Non-Voice Equipment does not always communicate with VoIP service. You acknowledge that our service may not be compatible with all non-voice communications equipment, including, but not limited to home security systems, satellite television systems, fax machines, computer modems, medical equipment, etc. By signing up for this service through Wireless Beehive you waive all claims against interference or disruption of these services and equipment.

We do not guarantee the service of modems and faxes over the VoIP system. Some devices work fine communicating with this type of service while others do not.

We always communicate with law enforcement and government agencies. If it is believed that you have used our service or device for an unlawful purpose we may forward the relevant communication and other information including your identity to the appropriate authorities for investigation and prosecution. When asked, we may disclose your name, phone number, credit information and other personal information about your account, use of service, length of service, IP address, etc.

International Calling: Current service plans include calling to the United States and Canada. International calling plans can be requested. Call our office for details.

Overage of minutes: Our standard plan includes up to 3000 minutes of calling to the US and Canada. Charges of up to \$0.25 per minute will be applied to any account exceeding the 3000 minute per month cap. Partial minutes are rounded up to the next full minute.

Devices: If you opt to rent a device from us, we will warranty the equipment as long as you have service with us and the equipment has not been tampered with or damaged. Replacement credits/fees for non-functioning rental equipment will be at the sole discretion of Wireless Beehive. If you opt to purchase the router the manufacturer's warranty will cover the equipment for a limited amount of time.

Billing: Electronic billing is done once per month; full payment is due 15 days after receipt of invoice. Payments can be mailed to our office or payments can be made on line. Complete payment and account history can be accessed through our online billing system. Our call center can also help with payments and account questions. However, we will only give account information to the registered account holder. Please make sure to add a spouse's name to the application if you want them to have access to changing the account in any way.

Payment Policies and Terms: Payment by Subscriber shall be due to Wireless Beehive within fifteen (15) days from the date of the invoice. A **Fifteen Dollar (\$15.00) late payment fee** shall be assessed on any account not paid within fifteen (15) days from the date of invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall accrue interest at **21.5% APR** on all outstanding principle amounts until paid. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscribers' account that has been placed on suspended service there shall be due a **Fifty Dollar (\$50.00) reconnection charge** to reactivate Subscribers Services after the arrearage has been paid. In the event any balance is not paid as agreed, the undersigned agrees to pay a collections fee equal to 40% of the unpaid balance. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees.

A Twenty Five Dollar (\$25.00) fee will be added to the subscriber account in the event of any bank returned check. In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.



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Termination: Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or telephonically) to the addresses or phone numbers listed in this agreement. Requests received prior to close of business shall have a termination date of the next business day. Without prior notice, Wireless Beehive may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Wireless Beehive, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Wireless Beehive may provide termination notice to you by email addressed to your email account or by US Mail or courier service to the address you provided for the Services. Termination by Wireless Beehive for violation of Beehive's Acceptable Use Policy shall be subject to the termination fee as described above.

Termination of the Digital Telephone Porting Process: Wireless Beehive uses a third party company to port our customers existing telephone number(s). If at anytime the customer decides to cancel the porting process before it is fully completed Wireless Beehive is charged a cancellation fee, up to \$99.00, by this company. We reserve the right to pass this fee on to the customer.

Additional Fees: In the event that special construction is needed or requested by the customer, additional technical labor is billed at \$60.00/hr.

Equipment and Scope of Work: Unless purchased, all equipment, modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of Wireless Beehive. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by Wireless Beehive in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Wireless Beehive to retrieve from Subscriber's premises equipment that is owned by Wireless Beehive. Customer will be billed retail prices for any/all equipment not returned when service is cancelled by either party.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.