

RELAY COMMUNICATIONS CENTER, INC.

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TERMS AND CONDITIONS

THE APPLICANT (CUSTOMER) named herein agrees to indemnify and hold harmless RELAY Communications Center, Inc. (RELAY) for any and/or all liability as a result of errors and/or omissions in performing the services for which this application is made. CUSTOMER agrees to hold harmless and indemnify RELAY in regard to any debt, claim, lawsuit or other action that may result from this agreement or relationship of these parties. CUSTOMER agrees to fix the limit of liability in a single incident to a maximum of \$200.00; and this liability shall be exclusive and considered as liquidated damages and not a penalty. RELAY'S staff answers calls on a shared basis; no person is dedicated exclusively to any single account. Calls are subjected to delayed answering and hold time. RELAY reserves the right to outsource any and/or all services to a qualified telephone answering service or call center of its choice.

NON-REFUNDABLE FEES: The advance payments for the first month's fee for service, set-up and programming charges, plus any other special advanced payments for services are not refundable after *Relay's* receipt of Application For Service and/or receipt of payment by cash, check or credit card and/or once any processing for the account has commenced or has been completed.

RATES: The CUSTOMER agrees to compensate *RELAY* for services rendered in accordance with rates in effect at the time services are rendered. *RELAY* reserves the right to make rate changes applicable to this agreement without advance notice.

INVOICES and PAYMENTS: All invoices are e-mailed monthly on or about the 19th day of each month at no additional charge. Invoices that require mailing or faxing and/or payments by check incur a monthly fee of \$5.00 plus tax. Authorized credit card payments are processed at no additional charge. Payment of invoice and/or use of service and/or, until the account is satisfactorily closed and payments have been made in full, constitutes acceptance of the Terms and Conditions in effect at the time thereof.

BILLING PERIOD: CUSTOMER agrees to make and/or authorize full payment by credit card for all services rendered in accordance with all applicable charges thereof, but not limited thereto. Exception must be by written authorized in advance. All rates for BASIC service are payable in advance either monthly, quarterly, semi-annually or annually depending on the billing plan in effect for the particular account; and, based on a full month, quarter, semi-annual, or annual billing period commencing on the first day of the month thereof. All charges, regardless of date of termination, continue to the last date of the month of the type of billing plan thereof, including that period for which service may have been suspended due to non-payment. CUSTOMER is fully responsible for all additional charges incurred during the period service(s) is(are) provided and/or, until the account is satisfactorily closed and payments have been made in full. All charges may not be billed until after the date of termination or suspension.

MONTHLY BILLING – REVIEW FOR ACCURACY: All statements/invoices should be examined by the CUSTOMER upon receipt. Any and all objections to the accuracy of these billing statements/invoices must be specified in writing and registered with *RELAY* within thirty (30) days of billing date. Failure to register billing objections shall constitute the Customer's acceptance of the statement/invoices as accurate and act as waiver of all future objections as to their accuracy.

INTERIM BILLING: Accounts are routinely billed monthly. In the event the volume of activity and/or the amount of programming exceeds the amount which has been prepaid for those services; and/or, exceeds the amount of the security deposit; and/or, an account cancels prematurely; and/or an account is cancelled with an unpaid balance; and/or, if the payment for previously designated account(s) is not received in full by *RELAY* within the first fifteen (15) days of the invoice date; then, the CUSTOMER and/or its successor and/or its authorized representative hereby irrevocably authorize(s) *RELAY* to charge that specific amount of money to the credit/debit card listed on the CUSTOMER's Application For Service or listed separately elsewhere. CUSTOMER agrees to notify *RELAY* immediately with updated information if previously listed credit card(s) are changed, terminated, and/or expire. In the event the CUSTOMER requests immediate changes to their account that require program changes, an estimate of time and cost will be given to the CUSTOMER. Upon CUSTOMER's acceptance of the estimate and authorization to proceed, *RELAY* is thereby authorized to process those charges immediately to the CUSTOMER's credit/debit card. All payments will be processed as an advanced payment that will appear on CUSTOMER's subsequent regular invoice as a credit against the charges for which it was billed. In the event that *RELAY'S* processing of the CUSTOMER's credit/debit card for payment pursuant to the above; and/or, in accordance with its terms and conditions, is declined for any reason, then *RELAY* will suspend service immediately and will withhold all undelivered messages/orders until payment in full has been received; or, sold in accordance with these Terms and Conditions. CUSTOMER affirms and assures *RELAY* that it will actively maintain its credit/debit card noted on CUSTOMER'S Application For Service, or elsewhere herewith, or a subsequent change thereof per the above, in good standing and with sufficient funds/credit for this purpose throughout the duration of its open and/or unpaid account for services rendered by *RELAY*.

BILLING VERIFICATION: All calculations of dollar amounts are subject to audit for verifications and correction by *RELAY* at any time. CUSTOMER accepts full responsibility for the payment of all charges incurred for services rendered thereto in accordance with the rate schedule in effect at the time services were rendered, including charges for those services which inadvertently may have been omitted from printed invoices. In the case of computer and/or human billing error, *RELAY* reserves the right to re-invoice participants at any time after such an audit with corrected billing and a revised due date.

PAYMENT POLICY: All accounts are due and payable upon receipt of invoice; an account is overdue after fifteen (15) days; an account is delinquent and is subject to additional fees after nineteen (19) days if payment in full has not been received by *RELAY* prior to that date. A LATE PAYMENT FEE of \$25.00 plus interest on the entire unpaid balance of 2.0% will be applied to the subsequent monthly invoice. Service is subject to temporary suspension without notice after the thirtieth (30th) day. In the event the CUSTOMER'S check is returned and/or credit card is declined for any reason and Security Deposit is inadequate to cover amount and/or until payment is made in full, *RELAY* reserves the right to temporarily suspend service within twenty four (24) hours. In addition, a \$25.00 minimum fee will be charged for checks that are returned or credit cards rejected for any reason by the processing facility. The CUSTOMER agrees to pay an advance deposit for services rendered according to the rate schedule. Additional services requested by the CUSTOMER after the execution of this Service Agreement will be charged in accordance with *RELAY'S* rate schedule in effect at the time or a specific written price quotation. *RELAY* reserves the right to withhold all messages/orders from the CUSTOMER when their account becomes delinquent exclusive of security deposit. All such messages/orders become the sole property of *RELAY* after an account has been delinquent for 45 days. *RELAY* reserves the right thereafter and without further notice to the CUSTOMER to dispose of and/or sell such information/messages/orders for *RELAY'S* financial benefit.

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TERMS AND CONDITIONS – (continued)

TERM: The term of this agreement shall be from the time an Application For Service is received and service commences until the last day of the first month, quarter, semi-annual or annual period following the date service commenced. Thereafter it shall be automatically extended for additional same periods unless otherwise terminated or cancelled by either party upon ten (ten) days prior notice given to the other party.

CREDIT CARD CHARGES: Credit card payment accounts are automatically charged against the credit card(s) on file and/or authorized by the CUSTOMER on or about the 19th day of the month preceding the first day of the next month or the date of the invoice. Credit cards that are declined for any reason are subject to the same fees with a \$25.00 minimum that apply to checks that are returned by the processing bank. In the event the CUSTOMER'S account becomes delinquent, **RELAY** is hereby authorized to charge all amounts due and owed it using one or more of the credit cards listed on the CUSTOMER'S Application For Service, individually or collectively, for the total amount due **RELAY** and/or its assigns.

DISCOUNTS: In the event a CUSTOMER's account becomes delinquent; advance payments are not made in a timely manner; checks are returned and/or credit card processing is rejected; any and all discounts previously afforded to the CUSTOMER may be rescinded retroactive to the first day of the month of the date of occurrence and all charges from that date or the date service commenced, whichever is greater, to the date service ended, may be recalculated and billed to the CUSTOMER at the non-discounted full rate for all services provided by **RELAY**. CUSTOMER agrees to pay all such additional charges.

DEPOSITS: All accounts are subject to a refundable, non-interest bearing security deposit in an amount and for a period to be determined by **RELAY** to protect its interest. This amount may be increased from time to time if the estimated monthly billing exceeds the amount of the deposit. All deposits are first applied to balances due before refunds are processed. Refunds are prepared by the same method by which accounts are paid (credit card or check but never by cash) payable only to the account or credit card name. In the event that a CUSTOMER's bill becomes past due, the customer hereby authorizes **RELAY** to pay the past due balance forward from any funds held for the CUSTOMER in an escrow account or as a deposit. In such an event, **RELAY** may require that the deposit or escrow account be replenished by the CUSTOMER to such an amount as specified by **RELAY**.

MINIMUM TERM: Unless otherwise noted herein for specific services or in writing, the minimum term for all new accounts, new services, and/or for all current accounts with a revised rate schedule and/or service except for specific services/accounts, is three full months, unless billing is semi-annual or annual for which the minimum term applies, from the first day of the first full month from when revised rates and/or service commenced and continuing to the last day of the month for the type of billing plan involved. Reduced rate schedules are not authorized during the first three month minimum term. Temporary Suspended Service is not authorized during the three month minimum term. The minimum term must be continual and not interrupted.

SHORT TERM CANCELLATION: In the event the CUSTOMER cancels service in part or in its entirety prior to the expiration period of the minimum term for such services, CUSTOMER agrees to pay **RELAY** the entire balance thereof, without discount, adjustment, or abatement, within fifteen (15) days of cancellation.

SPECIAL CANCELLATION: In the event a dispute or adversarial relationship ensues between the CUSTOMER and **RELAY** during the initial programming phase and/or within the first month of service because of CUSTOMER'S alleged dissatisfaction of service and/or refusal to pay for additional programming and/or enhanced services, then **RELAY** reserves the unconditional right to cancel service immediately and in accordance with its refund policy herein.

CANCELLATION OF SERVICE: It is required that any request to cancel service(s) must be done in writing and not less than ten (10) days prior to the end of the current month, quarter, semi-annual or annual billing period of service; otherwise, service and/or charges continue to the end of the following month of the applicable billing plan. Notices of Cancellation must be on CUSTOMER'S company letterhead for all business accounts and signed by the person who initially signed the contract or an authorized designee. In the event the CUSTOMER and **RELAY** do not concur as to the date of cancellation, the CUSTOMER will accept **RELAY**'s records indicating the date for cancellation of service.

TRANSFER OF ACCOUNT: This agreement shall survive any sale of the CUSTOMER and shall continue until the specified termination date in the contract. Unless agreed upon by **RELAY**, the CUSTOMER shall remain liable for all charges and fees specified in the Terms and Conditions. CUSTOMER is not authorized to transfer or otherwise dispose of **RELAY** equipment without the expressed written permission by **RELAY** and remains liable for the value of the equipment if they do so. In the event the business is sold/transferred to a new entity, the new entity assumes full responsibility and acceptance for the Terms and Conditions in effect at the time and thereafter until the specified termination date in the contract, subject to a credit check by **RELAY**.

ILLEGAL/UNSCRUPULOUS ACTIVITY: The services rendered will not be used for illegal and/or unscrupulous activities in any way. **RELAY** may report any knowledge or belief of any CUSTOMER's apparent illegal activity and to provide data and/or information to appropriate law enforcement agencies. **RELAY** unconditionally reserves the right to interrupt, suspend and/or terminate a CUSTOMER's service at any time if, in **RELAY**'s sole opinion, the CUSTOMER is engaged in any activity which **RELAY** may believe to be illegal, immoral, and/or unscrupulous and/or which subjects **RELAY** and/or its staff, during the processing of the CUSTOMER's calls or other service, to profanity, verbal abuse, harassment, threats, improper requests, and/or substantial complaints about the CUSTOMER or the CUSTOMER's services. If, prior to commencement of work being performed, **RELAY** deems CUSTOMER's services to be immoral, offensive or contrary to its policies, **RELAY** reserves the unconditional right to refuse or terminate its services within 24 hours to the CUSTOMER without prejudice to which CUSTOMER accepts without refund or compensation. **RELAY** has final approval relative to rendering said services and may require a sample of the product or service for consideration and review.

COMMENCEMENT OF SERVICE: Service will not begin unless **RELAY** has received 1) all project data from the CUSTOMER according to the time schedule outlined hereinabove; the start-up and activation fees; any and all additional fees and/or deposit required by **RELAY**; all necessary documents properly executed; and, all sample products and commercials. In the event CUSTOMER does not respond to **RELAY**'s request to approve and finalize implementation of its service, the Basic Monthly Service fee will become effective on the first day of the month thereafter regardless of any requests by the CUSTOMER for delays.

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TERMS AND CONDITIONS – (continued)

TEMPORARY SUSPENDED SERVICE: Provisions are available at special rates to suspend an account temporarily at the CUSTOMER'S request following the first three month uninterrupted minimum term.

REVISIONS: *RELAY* retains the right to amend, change or update any part of this agreement. Continued use and acceptance of *RELAY*'s services by the CUSTOMER and the subsequent payment thereof shall constitute the CUSTOMER'S full and indisputable acceptance of *RELAY*'s revised TERMS and CONDITIONS then in effect at the time of such service.

PHONE NUMBER: *RELAY* shall not be responsible for any telephone number that is advertised nor distributed improperly by the CUSTOMER. It is the responsibility of the CUSTOMER to ensure, prior to advertising or publishing, that the telephone number provided to or by *RELAY* for advertising or for any other purpose, is correct, is in fact a working number and is answered by *RELAY* according to the CUSTOMER approved specifications as outlined in the Account Design or other associated documents. Phone number is not to be routed to *RELAY* without *RELAY*'S authorization, assigned DID number, nor before service is ready as notified by *RELAY*. Toll free phone numbers are to remain routed to the CUSTOMER until rerouting is authorized to and by *RELAY*.

CONTACT: The CUSTOMER will provide *RELAY* with the name and telephone number of a contact person to whom inquiries, complaints or other customer service calls can be referred, *RELAY*ed or transferred, and/or for immediate contact in the event of urgency.

PRIVACY: CUSTOMER lists are confidential and are not used for any other purpose by *RELAY*. *RELAY* agrees not to disclose any names, telephone numbers, addresses nor any other information obtained by *RELAY* on behalf of the CUSTOMER to any other party without the written consent of the CUSTOMER, except for reasons stated under **ILLEGAL/UNSCRUPULOUS ACTIVITY**.

MESSAGE DELIVERY and RETENTION: *RELAY* is not responsible for retaining CUSTOMERs' messages beyond thirty (30) days after they have been received and processed by *RELAY*; whether actually received by the CUSTOMER or not. Unplayed voice mail messages are retained for 168 hours; played voice mail messages are retained for 72 hours. *RELAY* offers a Message Delivery Service that is provided by e-mail; the latter of which is optional at additional cost. There are many benefits for CUSTOMERs to retain their messages. It is the CUSTOMER's sole responsibility to retain all messages processed by *RELAY* for their possible future need. Due to the volume of messages that *RELAY* processes, CUSTOMERs are not to assume that messages are archived and available for retrieval. *RELAY*'s operating systems are fully computerized; as such, messages are not in printed form. In addition, *RELAY* frequently updates and replaces its equipment. Messages processed by older equipment usually cannot be regenerated with the newer equipment; therefore, *RELAY* does not retain nor does it offer to make old messages available to its CUSTOMERs.

PROGRAM CHANGES & UPDATES: The customer is solely responsible to provide *RELAY* with updated information and instructions to process messages. In the event messages are processed incorrectly or untimely due to outdated or non-current information and instructions, the customer assumes and accepts full responsibility for any liability that may result thereof and indemnifies *RELAY* in any litigation that may result thereof. All such changes for information and instruction data that require program changes by *RELAY* are subject to program charges in accordance with rates in effect at the time of such changes. The customer agrees to compensate *RELAY* accordingly for all requested changes. In the event the customer refuses to pay for such programming changes, *RELAY* is not required to make any program changes; in addition, *RELAY* reserves the right to suspend the customer's service in lieu of processing messages incorrectly and/or with non-current information and instructions.

ORDER TAKING SERVICES

PRODUCT REVIEW: The CUSTOMER is required to provide *RELAY* with a sample of its product(s) to review the contents thereof prior to any programming. *RELAY* reserves the right, based on its sole discretion, to refuse to process orders for any such products and/or unconditionally to accept any such CUSTOMER. In addition thereto, *RELAY* requires a copy of all such product commercials and/or advertising materials for the purpose of training its staff prior to commencing its services.

ACCOUNT DESIGN: *RELAY* will design the CUSTOMER'S account screen based on instructions, information, data, and requirements set forth by the CUSTOMER. Upon completion of such programming, it will be reviewed with the CUSTOMER for accuracy, completeness and approval. Most, if not all information, will be taken from the CUSTOMER Requirements Worksheet initially. Any and all program changes, additions and/or deletions thereafter will be subject to additional programming fees. The CUSTOMER must document any subsequent changes for their account in writing and forward same to *RELAY* prior to any changes being made. Exceptions may vary depending on content changes and/or knowledge of CUSTOMER's intentions. *RELAY* agrees to commence call processing services or other services within three (3) weeks after receipt of all required advance payments, sample materials, account design approval, and executed documents.

SALES TAX: *RELAY* is not responsible for collecting and/or remitting sales tax and/or the rate and/or charge required by local and/or state jurisdictions, if any, on behalf of any CUSTOMER. This is the sole responsibility of the CUSTOMER. To this end, the CUSTOMER hereby indemnifies and agrees to defend and hold *RELAY* harmless from any and all claims made by any taxing authority and *RELAY* in this matter.

PROTECTION: In the event that the CUSTOMER utilizes *RELAY* services to obtain or process orders from purchasers, the CUSTOMER agrees that *RELAY* shall have no liability to the purchaser in the event that the merchandise is not delivered nor satisfactory to the CUSTOMER, the CUSTOMER'S CUSTOMER, or its agents. To this end, the CUSTOMER hereby indemnifies and agrees to defend and hold *RELAY* harmless from any and all claims made against *RELAY* by the purchasers of the CUSTOMER.

CUSTOMER'S RESPONSIBILITY: *RELAY* does not provide consulting services for the CUSTOMER'S own computer and/or software programs. CUSTOMER is required to retain their own computer consultants for advice and interfacing to coordinate with *RELAY*'s equipment and/or software. Special requests for special assistance by *RELAY* is chargeable at its rates in effect at the time.

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TERMS AND CONDITIONS – (continued)

RADIO & PAGING SERVICES

EQUIPMENT: The CUSTOMER is solely responsible for all costs to repair or replace rented equipment owned by **RELAY** which is physically damaged or lost while in the assigned custody of the CUSTOMER. All batteries for paging equipment are to be replaced by and at the expense of the CUSTOMER. Repairs to rented equipment are to be performed only by **RELAY** or its designee. CUSTOMER is prohibited from tampering with, opening and/or attempting to repair any equipment owned by **RELAY**. It is the responsibility and obligation of the CUSTOMER for the safe return of all rented equipment to **RELAY** at the CUSTOMER'S expense when service has been suspended or terminated by either party hereto. Failure to do so constitutes acceptance by the CUSTOMER to pay **RELAY** for the lost or retained equipment. In the event equipment assigned to and retained by the CUSTOMER is not returned to **RELAY** within ten (10) days of demand for said return or within ten (10) days of suspended or terminated service; or within ten (10) days of the termination of this agreement by either party in writing; then, the replacement value of said equipment will be due and owing from the CUSTOMER to **RELAY**. Under the TERMS and CONDITIONS of the APPLICATION FOR SERVICE, **RELAY** retains ownership of all rented equipment assigned and provided to the CUSTOMER who has the right to use same only during that period for which rental payments by the CUSTOMER are current and not in default. Payments for service continue for all programmable equipment and radios until all such units have been officially deprogrammed by **RELAY** personnel, its authorized designed personnel, or those who have provided radio related equipment to the customer and for which **RELAY** has received confirmation that such equipment has been deprogrammed.

RESPONSIBILITY: Customer hereby acknowledges and accepts full responsibility for the rented equipment described separately or annexed hereto which is and remains the sole property of **RELAY** unless otherwise purchased. In the event of equipment loss or physical damage beyond economical repair in the sole determination by **RELAY**, the CUSTOMER is required and agrees to notify **RELAY** within 48 hours of said incident. CUSTOMER further agrees to pay **RELAY** within 30 days of said incident, the full replacement value of said equipment and associated costs exclusive of usage and depreciation regardless of the duration of the rental period.

TEMPORARY REPLACEMENT: In the event rented equipment in the possession of the CUSTOMER is damaged and is returned to **RELAY** for repair, if economically repairable as determined solely by **RELAY**, CUSTOMER agrees to pay **RELAY** the full standard daily rental fee without discount for each day said radio or replacement radio is not available for reuse, rental or sale.

REPLACEMENT VALUE OF EQUIPMENT: The Replacement Value for any equipment is based on **RELAY's** most recent purchase of same equipment or if such previously purchased equipment is no longer available in **RELAY's** inventory, then the current cost to purchase such replacement equipment shall determine in part the basic cost for the replacement equipment. In addition to the purchase cost, the replacement value also includes shipping and handling to receive the replacement equipment, programming the replacement equipment, preparing the replacement equipment for customer use, testing the replacement equipment for customer use, and shipping, handling and/or delivery to the customer for their use.

REPAIR SERVICE HOURS: Repair service is available only during regular business hours from Monday thru Friday exclusive of Saturdays, Sundays, Holidays and special closings. "WALK-IN & WAIT FOR SERVICE" may not be available without an appointment. Field service is available upon request and by appointment only. Emergency repair service, if required at any time, is subject to personnel availability and additional minimum charges.

RELAY DOES NOT GUARANTEE the quality nor reception of its radio services which are subject to equipment failure, operator errors and omissions, terrain, atmospheric conditions, location, telephone equipment failure, etc. Credit for non-service due to equipment failure of **RELAY** (on proper notice received from the CUSTOMER by **RELAY**) or for reason beyond **RELAY'S** control, does not apply during the first three working days exclusive of Saturdays, Sundays, and Holidays.

RADIO/PAGER SERVICE: Pursuant to federal requirements, **RELAY's** analog radio transmissions for two-way radios and radio paging services are not HIPAA compliant for security/privacy/confidential purposes. Transmissions can be monitored by unauthorized third parties.

LOST PAGER LIMITED LIABILITY

NOT AN INSURANCE POLICY: This is a memorandum stating the terms, conditions and limitations. It is provided as a matter of information only and confers no rights on the CUSTOMER except as noted herein. Limited Liability coverage does not become effective until thirty (30) days after equipment has been issued and service commences. Coverage also is subject to receipt of payment by **RELAY** from the CUSTOMER and for which payment by check has not been returned for closed account, insufficient funds, nor stopped payment. Limited Liability protects against the direct physical loss of or damage to the pager from any external cause. It only is valid and in effect for CUSTOMERS whose accounts are current and not delinquent, suspended nor terminated. Limited Liability does not protect against the following:

- A. Loss or damage due and confined to wear and tear, inherent vice, gradual deterioration, insects, vermin, water, freezing, dampness of atmosphere, extremes of temperature, mechanical or electrical breakdown or failure, unless damage is the result of other loss covered by this limited liability.
- B. Loss or damage caused by or resulting from delay, loss of use, or interruption of business;
- C. Shortage disclosed upon taking inventory or mysterious disappearance;
- D. Misappropriation, secretion, conversion, infidelity or any dishonest or illegal act on the part of the CUSTOMER or other party of interest, its or their employees or agents, or others to whom the property may be or have been entrusted.

CONDITIONS: In the event of any type of loss, this plan shall cover only the cost of repair, or if not repairable, of replacement of the radio pager unit. Repair, or if necessary, replacement shall be made only by **RELAY COMMUNICATIONS CENTER** (hereinafter referred to as **RELAY**), and in the event of replacement, only with a radio pager of identical kind, if available, or like kind and quality. In no event shall payment of loss be made in cash to an individual lessee or renter (hereinafter referred to as the CUSTOMER).

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TERMS AND CONDITIONS – (continued)

LOST PAGER LIMITED LIABILITY (continued)

NOTICE OF LOSS: Immediate written notice of loss must be given by the CUSTOMER within thirty (30) days of loss to **RELAY** who issued and rented the radio paging equipment to the CUSTOMER. CUSTOMER'S failure to report such loss within the required period of time shall invalidate any claim under this plan. In the event of theft, a copy of the Police Report confirming said theft and date thereof must be submitted to **RELAY** without delay before any claim can be processed.

PROCESSING and REPLACEMENT FEE: The CUSTOMER will pay One Hundred Fifty (\$150.00) Dollars for the first loss regardless of the total number of pagers in use by the CUSTOMER. This will increase by Twenty Five (\$25.00) Dollars for each subsequent loss by the CUSTOMER.

CANCELLATION: **RELAY** reserves the right not to offer or issue the Lost Pager Limited Liability optional protection plan initially; or, to cancel it at any time with notice to the CUSTOMER if **RELAY** believes that the issuance of its equipment will result in loss;. This protection plan is automatically canceled without notice when an account becomes overdue, delinquent, or suspended regardless of the date of loss or notice thereof.

WEB RELATED SERVICES

WEB SITE DOMAIN NAME, DESIGN AND HOSTING: The following terms are in addition to and supplement the original TERMS and CONDITIONS pursuant to the standard Application For Service:

WEB SITE DESIGN AND HOSTING: **RELAY** will obtain the web site domain name, if required and requested by CUSTOMER, based on preference and availability and host it on its system at additional cost to the CUSTOMER. The CUSTOMER is charged separately for web site hosting in addition to web design services. All fees, initial and/or monthly thereafter, apply in accordance with **RELAY's** Terms and Conditions. If web related fees are discounted for use in conjunction and concurrent with **RELAY's** other Answering Services, there is a separate minimum period of one year with or without **RELAY's** other services. If web related services are terminated by the CUSTOMER prematurely, the entire balance becomes due and payable based on a prorated calculation for the remaining minimum term plus a special processing fee. Late fees and interest are additional in accordance with **RELAY's** Terms and Conditions contained herewith. Any and all payments and/or charges associated for services identified herewith are not refundable nor credited after any service by **RELAY** commences.

OWNERSHIP: The domain name and web site design remain the property of **RELAY** unless otherwise provided by the CUSTOMER. A separate fee applies for the release and transfer of the domain name and/or web site design from **RELAY** to the CUSTOMER. Copy and Paste or any other means of copy and/or transfer of **RELAY's** property, in whole or part, is a violation of **RELAY's** rights and for which the CUSTOMER is responsible.

CHANGES & UPDATES: The CUSTOMER is solely responsible to provide **RELAY** with updated information, contents, and instructions to process new and/or changes to the web project. In the event such work is processed incorrectly or untimely due to outdated or non-current information and instructions, the CUSTOMER assumes and accepts full responsibility for any liability that may result thereof and indemnifies **RELAY** in any litigation that may result there from. All such changes for information and instruction data that require program changes by **RELAY** are subject to program charges in accordance with rates in effect at the time of such changes. The CUSTOMER agrees to compensate **RELAY** accordingly for all requested work. In the event the CUSTOMER refuses to pay for such programming changes, **RELAY** is not required to make any changes; in addition, **RELAY** reserves the right to suspend the CUSTOMER's service without further notice.

PHOTOGRAPHS and/or COPY: The CUSTOMER is solely responsible, assumes full liability, and indemnifies **RELAY** for the authorization to use photographs and/or other copy provided to **RELAY** by the CUSTOMER in conjunction with **RELAY's** web related services for the CUSTOMER.

RSVP SERVICE

RSVP SERVICE: When **RELAY** has been retained to provide RSVP Telephone Answering Services, such services include answering telephone calls in response to invitations to events hosted and sent by the CUSTOMER to selected guests and then providing those responses to the CUSTOMER. In the event invited guests do not respond by the RSVP date, **RELAY** if requested by the CUSTOMER to contact those specific guests for their decision to the invitation. It is understood that contacting those people and/or businesses that have not responded to the RSVP is not considered cold call solicitation in accordance with federal regulations. In the event there is any legal action against **RELAY** as being in violation of such federal regulations, the CUSTOMER will hold harmless and indemnify **RELAY** in such legal action.

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TERMS AND CONDITIONS – (continued)

CONTRACT: The application for service and/or the acceptance of service become a binding agreement for such services by the applicant/customer. There are no verbal agreements to this agreement other than that which has been expressed only in writing and in accordance with these Terms and Conditions.

WEBSITE: *RELAY's* website is updated periodically and listed promotions and/or content may have expired and/or may have changed and/or may have been modified without notice to our clients and/or to anyone visiting the website. Website contents are subject to change without notice. Please contact our office at: 631-727-8300 during normal business hours listed on the website to inquire about current information and/or promotions.

ACCOUNT INFORMATION: Any current customer who requests to have their account information printed and sent to them by either e-mail or regular mail will be charged a minimum fee of \$25.00 plus \$2.00 per each one sided page for processing and handling, plus postage/shipping charges. *RELAY* reserves the right not to comply with subsequent requests. Former customer's files may not be available for which *RELAY* has no obligation to provide. Due to the age of an account and/or use of non-original equipment, account information may or may not have been electronically scanned; therefore, original data may no longer be available. It is the customer's sole responsibility to retain all messages, data and documentation of their account.

COLLECTION COSTS: The CUSTOMER agrees to pay *RELAY* or its assigns for all services rendered plus applicable special charges and/or expenses incurred by *RELAY* for the collection of amounts due it, repossession of its equipment, court costs, process service fees, reasonable legal and/or other professional fees pertaining to the CUSTOMER's account. In addition thereto and separate there from, *RELAY* may charge, and CUSTOMER agrees to pay, an Administration Collection Fee of \$100.00.

LITIGATION: In the event of any controversy or claim arising out of or relating to this Application for Service contract, or the breach thereof, *RELAY* and the CUSTOMER specifically consent to Riverhead Justice Court, Suffolk County Court Jurisdiction, or, if not applicable, the Supreme Court, State of New York, County of Suffolk.

CERTIFICATION: The CUSTOMER certifies by its signature on the APPLICATION FOR SERVICE, and/or acceptance and use of service, and/or payment thereof, that all original documents of the APPLICATION FOR SERVICE packet plus all identification copies remain in their original form and have not been altered in any way whatsoever without prior notice to and subsequent approval by *RELAY*.

ACCEPTANCE: The CUSTOMER acknowledges that it understands, agrees to, accepts full responsibility for, and will comply without exception in accordance with all the Terms and Conditions hereinabove whether or not this Terms and Conditions document has been signed by the CUSTOMER and/or it's authorized representative.

- END -