



## Etzel Communications, Inc. Terms & Conditions

- 1 This constitutes an agreement between Etzel Communications, Incorporated dba A Quality Answering Service, Accurate Messages, Answer Page & Messaging, AnswerQuick, AnsweringService.us, Billie Clarke's Answering Service, Executive Answering herein after known as the Answering Service (TAS) and the Subscriber (SUB). TAS is engaged in the business of answering calls for its subscribers and receiving, recording, and/or relaying messages to the SUB or their designee. TAS does not undertake to act as and SUB agrees TAS is not, SUB's agent or employee in TAS's dealing with SUB's callers, but merely undertakes to provide the above-described Answering Service.
- 2 For payments by SUB to TAS, TAS will answer SUB's calls, receive, hold and/or deliver messages to SUB, per SUB's listed instructions on the application for service. Service is provided by TAS on a best effort basis only.
- 3 Other than as specified in this agreement, TAS will have no other responsibility to SUB. The TAS will provide a DID number to which client can forward their own phone number for the purpose of answering, however, the DID number remains the property of TAS and is not allowed to be published or otherwise advertised without written authorization from TAS.
- 4 TAS shall not be used for any illegal or illegitimate purpose. TAS shall treat all messages in a confidential manner, with the exception that it shall cooperate with all law enforcement agencies in disclosing whatever information they may require about the SUB in performances of their duties pursuant to valid court processes and procedures.
- 5 Billing for all services and equipment will be invoiced on a twenty-eight (28) day billing cycle and all such invoices are due and payable upon receipt. Invoices not paid in full by the next billing cycle shall incur finance charges at an annualized rate of 18% per billing cycle and/or a late charge of \$25.00 whichever is larger. Accounts placed for collection are subject to collection charges including, but not limited to, reasonable attorney and court fees, in accordance with applicable law. Payment of any applicable excise, customs, sales or use taxes not itemized or charged on invoices are the sole responsibility of the customer. All features, services and any terms and conditions of service, including rates and charges, are subject to change without notice. Message Unit charges are based upon agent work time, talk time and dispatching and measured in 30 second increment units. NSF fee is \$20.00.
- 6 If a current or recent employee of TAS is hired by SUB, this Service Agreement may be cancelled with 30 days written notice from TAS. This is done to avoid a Conflict of Interest, real or implied, as TAS often serves multiple Companies, which may be in direct competition with SUB. If SUB hires a current employee of TAS, they agree to pay one-time fee to TAS of \$500 for replacement training.
- 7 If a single account, enrolled by TAS, expands and increases its associates, or includes new business into the original one account, or call-forwards branch offices to the TAS covered line, additional charges may apply.
- 8 The parties acknowledge and agree it is not practicable for TAS, to be the insurer against all conceivable consequences arising from errors in the receipt, retention or delivery of SUB's messages, that it is often difficult to determine the actual cause or an error. It may be fault of the Telephone Company, the SUB, the calling party, or other extraneous matters beyond TAS's control. Finally, the parties acknowledge that the damages, if any, which may result from any failure of TAS to properly answer, receive, hold or deliver messages from or to SUB, are impossible to ascertain precisely and are speculative in nature, and that it would be impracticable or extremely difficult to fix the actual damages. The SUB represents that SUB cannot foresee any situation where actual damages to SUB or any third party would exceed the amount of liquidated damages set by this paragraph and agrees that said liquidated damages are reasonable, given the nature of SUB's business. Accordingly, TAS and SUB agree, that in the event of any claim by SUB against TAS, alleging a willful, negligent or gross misconduct or breach of contract by TAS < TAS's liability shall be limited to a maximum of \$100.00 (One Hundred US Dollars) to SUB as liquidated damages.
- 9 In the event of any dispute arising under this agreement, the parties agree that such dispute shall be subject to Arbitration in the city where TAS is located; Hudson, FL, under the rules promulgated by the American Arbitration Association.
- 10 The agreement shall be governed by the laws of Florida and, except for changes in TAS's billing rates: the company has the right to change rates at any time, with thirty (30) day notice, this agreement may not be amended except by a written document executed by both parties hereto.
- 11 The SUB understands that TAS requires SUB to be on service a minimum of two billing cycles (28 days each). Then thirty (30) day written notice is required from the SUB prior to the cancellation of your answering service with us. TAS reserves the right to cancel SUB service for whatever reason without cause at any time with thirty (30) day notice. Cancellation due to non-payment requires no notice to SUB.
- 12 **All service plans require first cycle payment in advance.**
- 13 **NOTE:** We will make every effort at our disposal to remain on-line continuously and afford you limited "down-time", provided with internal back-up systems, backup batteries and an onsite generator. However, we strongly suggest that you arrange for coverage in the event of an emergency or Acts of God outside TAS control. We are not responsible for lost business, damages, or illness/injury, missed calls, and/or scheduling conflicts/errors caused by events outside our control. Contact your phone vendor/carrier to order Remote Access to Call Forwarding. Please contact the answering service for suggestions to help in the event this should ever become necessary. By signing this agreement, you agree to the above outlined conditions.
- 14 All client data is held with the upmost confidentiality and all data that is stored for ninety (90) days is fully encrypted and only accessible by authorized personnel. All calls are recorded and maintained for thirty (30) days for quality assurance unless explicitly requested in writing by SUB.
- 15 Unless you notify us in writing, your continued use of our services will constitute your acceptance of the service agreement, Supplemental Terms and Conditions, and the amounts and charges stated on our billing invoice.
- 16 No additions/deletions/changes in the Account Set-Up information can be made without written (email, fax, or website submission) documentation from authorized company employees on file with us. Changes submitted by 3pm may be programmed the same day. Changes submitted after 3pm may incur additional charges and/or may not be programmed until the next business day.