

# RELAY COMMUNICATIONS CENTER, INC.

Revised (#20): November 1, 2021

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## TELEPHONE ANSWERING SERVICE

### 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 each month at no additional charge. Invoices that require mailing or faxing and/or payments by check incur a monthly. Authorized credit card payments, administrative processing and other miscellaneous processing may be subject to additional respective fees applicable at the time of invoice without advance notice. 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 notice to and authorized by **RELAY** 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 (30<sup>th</sup>) 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 from the **CUSTOMER** when their account becomes delinquent exclusive of security deposit. All such messages 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 - TAS – (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 19<sup>th</sup> 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.

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## TERMS AND CONDITIONS - TAS – (continued)

**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.

**COMMENCEMENT OF SERVICE:** Service will not begin unless **RELAY** has received complete information 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. 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.

**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**. **RELAY**'s assigned phone number is for Call Forwarding only. It is prohibited for use by and for the customer's advertising nor contact purposes unless specifically requested by customer and authorized by **RELAY** for which there is an additional fee in accordance with current rates. **RELAY**'s dedicated phone number remains the sole property of **RELAY** and as such is not transferable.

**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, **relayed** 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.

**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.

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## TERMS AND CONDITIONS – (continued)

**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 in accordance with the applicable rates in effect at the time service is rendered. **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.

## ACKNOWLEDGED, UNDERSTOOD and ACCEPTED

NAME (printed) \_\_\_\_\_

NAME (signature) \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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