

TERMS AND CONDITIONS: VOICE

Business Services

This agreement applies to business clients only.

This agreement supplements the “Master Service Agreement for Business Services” and the “Terms and Conditions: General” for those Clients receiving access to voice services. Clients who contract for business services should reference <https://rtconline.com/legal/rtc-terms-and-conditions> for all applicable policies.

The terms contained herein apply in addition to the terms provided in the “Master Service Agreement for Business Services” and the “Terms and Conditions: General.” Where there is a conflict between the “Master Service Agreement for Business Services” and this specific set of terms specific to voice services, this document prevails. Where there is a conflict between the general terms set forth at <https://rtconline.com/legal/rtc-terms-and-conditions> including the terms set forth in the “Terms and Conditions: General” document, the voice-specific terms set forth below prevail.

Client agrees to pay applicable fees and charges tariffed or as specified online at www.rtconline.com for RTC. Such information may also be obtained by calling Customer Service for RTC at 888-611-6111.

In connection with its use of the call recording services and accession services, Client acknowledges and agrees as follows:

DEFINITION.

Call recording, transcribing, monitoring, analyzing and archiving under the services is part of an optional, add-on product feature made available by Provider, which may include, without limitation, the reporting and archiving of personal and non-personal data related to such calls (collectively, the “call recording services”).

OPTIONAL SERVICE.

Client shall determine in advance, in its sole discretion without reliance on Provider, whether the use of the call recording services is appropriate and legal in the context of Client’s use and implementation thereof. Client may always elect not to use or to cease use of the call recording services. These additional call recording services Terms and Conditions shall apply automatically in the event that Client elects at any time during the Term to use any or all call recording services made available by Provider or otherwise activates any such call recording services, whether directly or indirectly.

CALL RECORDING NOTICE.

In connection with the call recording services, Client acknowledges and agrees that: (a) calls placed using the call recording and related services (collectively, “calls”) may be recorded, transcribed, monitored, analyzed and archived; (b) Client has the sole responsibility to advise all callers initiating calls to Client, as well as, if applicable, all prior to any commencement of a call with Client or others that each call is subject to recording, monitoring, archiving and any other relevant details and required notices (the “call recording notice”); (c) Client has the sole responsibility to implement or effect such call recording notice, whether using available product functionality or other means to ensure that each call receives a call recording notice in an appropriate and legally compliant manner; and (d) Client has the sole responsibility for any call recording notice used in connection with any calls and its compliance with applicable law and regulation; (e) any sample or default pre-recorded notices or messages made available by Provider within the call recording services, whether at request of Client or not, are for illustration purposes only; and (f) Provider makes no representations or warranties with respect to any use of any call recording notice by Client or any other party (and no separate communication shall be deemed to supersede this acknowledgement and agreement). In the event the call recording notice requires a revision in order to comply with applicable law, then Client shall promptly notify Provider in writing of that fact, proposing the exact language that Client requires to comply with the applicable laws.

LEGAL COMPLIANCE.

Client represents and warrants that it shall use the call recording services (and any Client data acquired in connection therewith) in full compliance with all applicable laws and regulations and that it has established proper procedures to protect the privacy of all callers and call recipients in connection with the call recording services, and otherwise fully comply with all applicable laws, regulations and governmental or commonly accepted self-regulatory guidelines. To the extent that applicable laws and regulations may require that Client provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and/or other persons who receive telephone calls recorded by the call recording service (the “call receivers”), Client agrees, acknowledges, represents and warrants that it will provide and/or obtain all requisite notices, consents, and permissions related to call receivers, as required by applicable laws and regulations.

PURPOSE OF USE.

Client further represents, and warrants that its use of the call recording services is for “quality assurance” and “customer service” purposes only. The call recording services are an optional part of advertising and marketing services provided for the purposes of assisting advertisers and marketers to measure return on investment (ROI) in connection with acquiring new clients under advertising campaigns and media placement. Such services are not intended to be used by Client for the purposes of using, collecting, accessing or disclosing personally identifiable health information, including without limitation Protected Health Information (“PHI”), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Rules”). Without limiting the foregoing, to the extent that Client is a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996, Client will only be eligible to use call recording services in connection with an order for call marketplace advertising services and represents and warrants that it will not attempt to use call recording services to communicate with existing clients or otherwise obtain or maintain PHI with respect to existing clients. Any exposure to PHI hereunder will be random, infrequent and incidental to Provider’s provision of call recording services and is not meant for the purpose of accessing, managing the PHI or creating or manipulating PHI. As such, Provider shall not be deemed to be a “Business Associate” or “Covered Entity” under the HIPAA Rules for the purposes of this Agreement.

LEGALITY AND PRIVILEGE.

Client is solely responsible for, and Provider shall have no liability with respect to, without limitation: (a) the legality of recording, transcribing, monitoring, analyzing, archiving and/or disclosing the contents of telephone calls or caller/ call recipient identification; (b) the legality of the language used in any call recording notice; and (c) the legality of any use, handling, retention and disclosure of Client data acquired as a result of the use of any call recording services hereunder. In addition, certain businesses that may collect information from callers that would be subject to a privilege (i.e. accountants or attorneys) ACKNOWLEDGE AND AGREE that they may use call recording services ONLY IF THEY FULLY ASSUME THE RISK that using a call recording service provided by a third party may jeopardize or preclude the application of the applicable professional privilege with respect to information exchanged during telephone conversations that are recorded.

THIRD PARTIES.

Provider operates as the primary service provider to Client with respect to call recording services, provided that Provider may also engage third-party vendors, subcontractors or agents in connection with the delivery of any of its services.

AVAILABILITY OF SERVICE.

Subject to the availability of facilities and subject to transmission and like conditions, service is available for Client’s use twenty-four (24) hours a day, seven (7) days a week.

RATES AND CHANGES IN RATES.

Provider reserves the right to make price changes for service or changes in these terms and conditions upon providing five (5) days' advance notice, unless additional notice is required by law. Usage of service for additional long distance services shall be measured in six (6)-second increments. Client will be charged a minimum of six (6)-seconds for every call that is placed using Client's equipment or any Provider service. Provider may elect to provide such notice by any reasonable commercial method including, but not limited to, a bill insert or a bill message. Provider maintains updated rates, terms and conditions at its business office at 105 RTC Drive, Reserve LA 70084 and on its website at www.rtconline.com.

LIABILITY OF PROVIDER.

The liability of Provider, if any, for interruption, delays, or failures in transmissions ("service problems"), whether caused by the negligence of Provider or otherwise, is expressly limited to credits issued by Provider to Client. No credit will exceed the charges billed by Provider to Client for the period during which the service problem occurred. Provider will issue a credit only when the service problem lasts more than twenty-four (24) hours. Provider reserves the right to require Client to apply for any such credit in writing. Provider may also deny Client's request for credit where Client's evidence is inconclusive or the request for credit is otherwise unwarranted or insufficient. In no event shall Provider be liable for errors or omissions associated with Client's telephone number or listing information provided via directory assistance or provided by other means.

PAYMENT.

Once service is activated, Clients is responsible for paying all charges associated with the service. Monthly service charges are billed in advance and usage charges are billed in arrears. All bills from Provider are due by the twentieth (20th) day after the bill date and are payable as designated on the bill. Provider may apply a late fee of the lesser of five percent (5%) per month or the maximum rate permitted by law to each of Client's bills not paid by the due date. Clients are responsible to pay all Provider's cost of collection, including bank charges, court costs, and reasonable attorney fees.

CALCULATION OF USAGE.

Charges for usage-based service offered by Provider begin when the connection is established. Charges are assessed in whole minute increments, unless otherwise noted in the description of rate plans currently offered at Provider Residential Long Distance Rates and Associated Charges. Where charges for service vary due to time of day, time periods are defined in Provider's rate tables and are determined by the local time of the location where Client made the call. When a call is established in one rate period and ends in another rate period, the rates are based on the commencement time of the call.

BILLING DISPUTES.

If Client believes Client has been billed in error, Client must contact Provider within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old. Client may withhold from payment to Provider the disputed portion of any bill pending resolution of the dispute, but all non-disputed charges are due within the normal time period. Provider will notify Client of the results of its inquiry, and either adjust the billing, issue a credit, or notify Client that all or a portion of the disputed amount is still owed. Client will be required to pay such amount within five (5) days thereafter, and if Client fails to pay this amount within the time required, Client's account will be deemed past due and unpaid. In such event, Provider will be entitled to terminate Client's service immediately without any liability whatsoever and/or require an additional deposit. In addition, any payments Client withheld pending resolution of the dispute may be subject to a late payment fee of (five percent) 5% per month at the highest rate allowed by law for the period during which such charges remain unpaid.

BILLING ENTITY CONDITIONS.

When billing for Provider's service is performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment or other charges.

DEPOSITS AND ADVANCE PAYMENT.

Provider reserves the right to require Client to make a deposit to guarantee payment for service before activating service. After Client's service is activated, if Client's actual monthly usage exceeds Client's estimated monthly usage by more than fifty percent (50%), Provider may also require a deposit or additional deposits.

Provider will return Client's deposit as follows: (a) when an application for service has been canceled prior to the time that Client's service is activated, Client's deposit will be applied to any existing charges, and any excess portion of the deposit, if any, will be returned by Provider within sixty (60) days following settlement of Client's account; (b) upon the discontinuance of service, Provider will refund Client's deposit within sixty (60) days to the extent that it exceeds any unpaid charges for service provided to Client; or (c) the unused portion of a deposit will be refunded to Client if Client has paid each bill rendered by Provider for service within the prescribed period for each of the twelve (12) months after the date the deposit was made. The refunding or crediting of Client's deposit and accrued interest in no way relieves Client of Client's obligation to comply with all of the terms of this contract or from making payments when due.

SUSPENSION OF SERVICE.

In the event that an account has not had any long distance usage for (twelve) 12 consecutive months, Provider reserves the right to suspend such account. Client shall have the right to reactivate such account within thirty (30) days upon notice to Provider and acceptance by Provider.

CLIENT RESPONSIBILITY.

Client is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted, at Client's telephone number. Client's responsibility also includes all charges associated with the fraudulent use of services either by Client, its employees, or any other users who gain access to Client's premises equipment including unauthorized users, who are able to "hack" or gain unauthorized access to Client's network or equipment.