

Terms of Service

Sentinel Communications, LLC (“we”, “us” or “Sentinel Communications”) and the user (“you”, “user” or “customer”) of Sentinel Communications residential or business services and any related products or services, agree to the following terms and conditions:

- 1. 1. THAT THE USER IS OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT THE USER HAS READ AND UNDERSTANDS ALL “TERMS AND CONDITIONS” AS SET FORTH IN THIS AGREEMENT.** You acknowledge your receipt of the following emergency service limitations and understand and agree to them. By accepting these terms and conditions, you waive any claim against Sentinel Communications, LLC or the underlying provider for interference with or disruption of non-voice communications equipment due to the Service. You acknowledge and understand that the liability of Sentinel Communications and the underlying provider is limited for any Service outage and/or inability to access emergency service personnel, as set forth in this document. **YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SENTINEL COMMUNICATIONS AND THE UNDERLYING PROVIDER AND DISTRIBUTORS OF THE SERVICE, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO ACCESSING EMERGENCY RESPONSE SERVICES (e.g. FIRE, POLICE OR AMBULANCE).**

Sentinel Communications reserves the right to change the terms and conditions of this agreement from time to time as it solely deems necessary, including, but not limited to, any rate structure for international and domestic calling. Notices will be sent to all customers with effective dates of any changes. All changes will become binding on the customer without further notification and will supersede all previously agreed upon terms and conditions. Upon any substantial changes in service or cost to the customer, the customer may terminate their Service with Sentinel Communications at the end of the next billing cycle. If Service is not terminated, then the Terms of Service will remain in effect thereafter.

2. 2. EMERGENCY SERVICES – 911 – LIMITATION & SAFETY INFORMATION

- 2.1. 2.1.** For all customers that use Sentinel Communications for long distance only, the customer will be responsible for any and all actions necessary to maintain basic 911 or enhanced 911 service with their local carrier. **Sentinel Communications, LLC WILL ASSUME NO RESPONSIBILITY FOR**

PROVIDING BASIC 911 OR ENHANCED 911 SERVICE TO THE CUSTOMER.

For all customers that use Sentinel Communications for local and long distance, it is highly recommended that the customer is equipped with an adequate battery back-ups to maintain telephone communications in case of power failure. **SENTINEL COMMUNICATIONS IP PHONE SERVICES WILL NOT FUNCTION WITHOUT POWER.**

For all customers that use Sentinel Communications for local and long distance, THE USER ACKNOWLEDGES AND UNDERSTANDS THAT THIS VOIP SERVICE IS NOT OFFERED AS A PRIMARY LINE OR LIFELINE SERVICE. YOU WILL NOT HAVE ACCESS TO TRADITIONAL EMERGENCY RESPONSE SERVICE (e.g. FIRE, POLICE AND AMBULANCE) AND SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING THESE SERVICES. You understand that in order to have access to fire, police, ambulance and other emergency response services, you will have to maintain your local phone service. You acknowledge and understand that the Service does NOT function or connect the same way as traditional copper, fiber, or wireline local phone service and is intended for domestically originated long distance service only. Any local service is incidental to the primary purpose of the Service.

The customer agrees to inform any household residents, guests and other third party persons dialing from your service and device(s), including without limitation to supply or maintain existing conspicuous posting on the reasonable judgment in informing such other users of the Service of the proper and specific operation and requirements of the Service or, alternatively, you agree to restrict third parties' access to the Service for any purpose.

All non-voice communications equipment, including but not limited to, home security systems (set up to make automatic phone calls), fax machines, modems and medical monitoring devices, may not be compatible with the Service.

The customer authorizes Sentinel Communications to disclose their name and address to all third parties providing 911, including but not limited to, call routers, call centers, emergency centers, local law enforcement and/or any emergency personnel.

2.2. 2.2. Physical Location Registration Required. Local IP telephone customers must register the physical location associated with each telephone number for 911 purposes. The registered location must be the locations where the telephone number is "used". Only one location may be registered per phone number. Each telephone number that is moved to another location must be

immediately updated by ALL customers at
myaccount.sentinelcommunications.com.

2.3. 2.3. Service Outages. 911 Dialing does not function in the event of power disruption. An interruption in power supply may require the user to reset or reconfigure the Device prior to using the Service, including 911. Additionally, disconnection by your broadband service provider or ISP will prevent your IP service from functioning and disable your 911 Dialing. Sentinel Communications is not responsible for the blocking of ports by your Broadband provider or ISP or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event your service is not functioning, for any reason not associated to Sentinel Communications, you will be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

2.4. 2.4. Disclaimer of Liability. We have no control over the conduct of local emergency response centers and assume no responsibility for the manner in which calls using our 911 Dialing are answered or handled.

3. 3. LIMITATION OF LIABILITY. Sentinel Communications will not be liable for any loss of profits, failure to provide service at any time or form any time to time, including but not limited to; 911 Dialing, any delay in service, any interruption in service or any degradation of voice quality that is caused by any of the following:

- a) a) any outage or blocking of ports by your broadband service provider or ISP or any other impediment to your usage of Sentinel Communications service caused by any third party.
- b) b) equipment, network or facility failure or upgrading, relocation or modification of any and all facilities, equipment or networks.
- c) c) force majeure events, such as but not limited to, any acts of God, acts of nature, strikes, acts of terrorism, governmental actions, riots and war.
- d) d) the loss of power to the user.
- e) e) any act or omission by the customer or any other person using the Service or Device provided to the customer.
- f) f) any act or omission by the customer or any other person using the Service or Device provided to the customer.
- g) g) any other cause that is beyond the control of Sentinel Communications, including, but not limited to any failure of the Device or any failure of incoming or outgoing communication. This includes without limitation, 911 Dialing communications.

Sentinel Communications aggregate liability under this agreement will in no event exceed the Service charges for any period of time telephone service is disrupted for any and all reasons.

4. 4. SERVICE – service@sentinelcommunications.com

4.1 4.1 Upon activation of your Service, the first monthly bill will be prorated from the day of activation to the last day of that month. Each subsequent bill will be on a monthly basis commencing on the first day of every calendar month and terminating on the last day of every calendar month. All Service will automatically renew the following calendar month unless the user gives Sentinel Communications written notice at least ten (10) days before the end of each calendar month. If ten (10) days notice is not provided, the user will be responsible for the next full month's charges. If Sentinel Communications Service is disconnected within the first six (6) months, Sentinel Communications charges a disconnection fee of \$29.95 per telephone number. Disconnection of the service will not excuse the user from all accrued and unpaid charges due under this agreement.

4.2 4.2 Residential Use. Residential subscribers to Sentinel Communication Services cannot transfer or resell the Service or Device to another party without prior written consent. This service is for "typical" residential use only. Telemarketing (charitable or political solicitation, polling, etc...), fax broadcasting, voicemail blasting, continuous call forwarding, or any illegal activities are prohibited. Sentinel Communications reserves the right to immediately disconnect or modify the users Service if we determine, in our sole and absolute discretion, that the customer's Service is inconsistent with typical residential usage patterns. Sentinel Communications may charge any residential customer higher rates based upon any and all periods where non-typical telephone usage has occurred. All equipment installed by Sentinel Communications technicians has a 1 year warranty unless specified on the customer invoice. There is a limited warranty on any Sentinel Communications equipment that is self-installed by the customer. This does not include any abuse or damage caused by or during installation.

4.3 4.3 Business Use. Business subscribers to Sentinel Communication Services cannot transfer or resell the Service or Device to another party without prior written consent. Sentinel communications reserves the right to immediately disconnect the user's Service for any illegal activities or any other activity that is not consistent with the intended purpose of the Service. Business customers are responsible for any and all equipment purchased and/or installed through another party. Sentinel communications will provide a one (1) year warranty for any systems purchased and installed by Sentinel Communication technicians with all required environment protection equipment (e.g. lightning arresters, power surge protectors, etc...). Any modification to Sentinel Communication installed systems will void any warranty unless any and all upgrades, replacements or additions are completed by Sentinel Communication technicians or have prior approval in writing.

- 4.4 4.4 Law Enforcement.** Sentinel Communications reserves the right to provide information in response to law enforcement requests, court orders, subpoenas, or any other governmental agency deemed necessary to protect its rights and property and to help protect our customers or others from harm. Personal information will NOT be sold to any individual or organization and will remain as confidential as possible. If Sentinel Communications believes that the customer has used the Service or Device for any unlawful purpose, we may forward any relevant information to the appropriate authorities for investigation or prosecution. The signing of this agreement acts as consent to forward any such information to these authorities.
- 4.5 4.5 Theft of Service.** The user is required to notify Sentinel Communications immediately if their Device or Service is stolen or if the user becomes aware that their Service is being used in an unauthorized manner. Until Sentinel Communications is notified of a lost or stolen Device, the customer is liable for all usage of the Service including fraudulent or unauthorized use. All customers shall not use the Service or Device in any manner that avoids any policies and procedures of Sentinel Communications. The electronic serial number or equipment identifier of the Device shall not be changed or altered and if a factory reset of the Device is necessary, prior written permission from Sentinel Communications is required. If at the sole discretion of Sentinel Communications, we believe that the customer has tampered with the Device, we may disconnect your service with the customer liable for the full month's charges, including, but not limited to a disconnection fee or un-billed charges.
- 4.6 4.6 Return of Device and Equipment.** All equipment not expressly stated on the invoice is the property of the user. Sentinel Communications will only take returns on Devices and equipment that are defective. Once purchased by the user and "up and running", all sales are final. Warrantees as specified in 4.2 and 4.3.
- 4.7 4.7 Service Disconnection - Number Transfer.** Sentinel Communications at its sole and absolute discretion, may release to your new service provider the telephone number the user ported and used in connection with the Service. This release will be contingent upon the user properly closing their account with Sentinel Communications and a proper request to transfer the number, with all charges paid to date and the new service provider able to accept the number. Under no circumstances will any number be ported with the user having an outstanding balance.
- 4.8 4.8 Cell Phones/Satellite Phones.** Calls to cell phones outside the 48 contiguous United States and Canada may incur additional charges or may be blocked. Calls to satellite phones are very expensive or may be blocked.
- 4.9 4.9 Miscellaneous.** The phone number the user obtains from Sentinel Communications or a ported number may be listed in telephone directories at the

customer's option. This Service does not support third party billing calls, 900 calls, calling card calls or collect calls. All 411 calls are billed at a rate of \$.99 per call. Incoming 800 calls are charged at 3.9¢ per minute US and 5.9¢ per minute Canada.

The Service may or may not be compatible with home or business security systems. Sentinel Communications recommends the customer maintain telephone service with their local telephone provider to insure that any required monitoring via telephone line will function properly in case of emergency.

The Service may not be compatible with certain types of broadband or modems that prevent the transmission of communications via our Device. Sentinel Communications does not warrant that its Service will work with any particular broadband provider and will refund any cost directly paid to Sentinel Communications for any equipment purchased from Sentinel Communications within seven (7) days of said purchase provided that the customer has correctly installed and not damaged the equipment. Any equipment not purchased through Sentinel Communications is the total responsibility of the customer. In the rare event that equipment installed by Sentinel Communications does not operate correctly, Sentinel Communications will correct the problem, if possible, as soon as possible. Upon all installations of Service by us, the equipment will be tested to ensure that the Service is operating correctly.

4.104.10 Local Calling Area - Notification. All long distance only customers must notify Sentinel Communications of any and all changes to their local calling area. Any and all charges incurred by the customer due to any change of their local calling area are the responsibility of the customer. Notification must be in email form and must be acknowledged by Sentinel Communications.

5. 5. PAYMENT, CHARGES, TAXES

5.1. 5.1. Payment/Billing. All billing is provided via email unless the customer requires a hard copy by mail. The cost of a hard copy is \$1.99 per month in addition to any other charges for the Service. Upon receiving the hard copy, the customer must immediately make payment. Any payments received later than the fifteenth (15) day of the new month will be considered late and the customer will incur a \$2.99 late payment fee on their next bill. If payment is not made by the next billing cycle then the customer will be considered in default of this agreement and Service may be disconnected at the sole and absolute discretion of Sentinel Communications. If Service is disconnected, the customer is liable for any and all disconnection fees and usage charges for the Service.

All customers paying for the Service via credit card or debit card must provide

a valid email address and a credit or debit card for a card issuer that is accepted by Sentinel Communications. The customer is responsible to provide Sentinel Communications with any information necessary to update credit or debit card numbers when cards expire, are cancelled or replaced. We reserve the right to stop accepting credit or debit cards from any issuer at our sole and absolute discretion. All customers whether paying by check, credit card or debit card are billed monthly, in advance, for all base, reoccurring charges, including, but not limited to; monthly service fees and taxes if applicable. All usage charges will be included on the following month's bill. All users of the Service paying by debit card agree to waive their rights under Regulation E to receive 10 days notice from Sentinel Communications in respect to the amount their account will be debited. Any notices given to the customer at any particular time may be changed or discontinued at any time without notice, including by not limited to, any billing notices.

Sentinel Communications reserves the right to bill the customer more frequently if the amount owed exceeds \$75 at any one time. All usage charges are rounded down to the nearest 1¢ when the value is .4¢ and rounded up when the value is .5¢ or higher. Customers are charged in six (6) second intervals; six (6) seconds upon connection and every six (6) seconds of usage thereafter (rounded up to six seconds).

5.2. 5.2. Taxes. The customer is responsible for any taxes arising from using or installing the Service or Device. Any charges from all taxing authorities, including, but not limited to, federal, state, provincial, county, city, town, village or any other local or other governmental agency will be in addition to Sentinel Communications monthly service or usage charges. This includes any future taxes or any fees from using the Service or Device.

5.3. 5.3. Toll Free Numbers. Toll Free numbers are available on request for \$3.99 per month plus usage as specified in subsection 4.8. Calls from pay phones to toll free numbers incur an additional 59¢ per call.

5.4. 5.4. Billing Disputes. All Sentinel Communications customers are required to notify us either by email or writing within (7) days of receiving their bill to dispute any charges on their statement. All customers that do not act within this time period are deemed to have waived any right to contest any charges on their bill. All disputes should be sent to Sentinel Communications, LLC – P.O. Box 9 – Wentworth, NH 03282 or via email to billing@sentinelcommunications.com.

5.5. 5.5. International Usage. International usage applies to any destination outside the United States and Canada. Puerto Rico and the States of Hawaii and Alaska are considered International and additional charges will be incurred by the customer.

6. 6. PRIVACY

Sentinel Communications utilizes the internet and third party networks and providers to transmit voice and other communications for our customers. We are not liable for any lack of privacy that may be experienced by the customer utilizing this Service. We do not sell or provide any user related information to any parties not directly associated with providing Service to our customers. Further information regarding our Privacy Policy may be obtained at www.sentinelcommunications.com/privacypolicy.html.