



To our customer: It is important there is a clear understanding between your company and Centratel about certain fundamental aspects of the relationship such as billing/payment terms for service, liabilities, responsibilities of each party, etc. Note that we don't ask for a long-term commitment and there is nothing onerous about any of our policies. Please acknowledge you understand these basic protocols/expectations by signing and emailing or faxing this back to us at 800-330-7303. Thank you! We look forward to working with you and your staff.

*Sam Carpenter, Owner/President*

### Terms of Service

The undersigned understands the following:

- (a) Centratel will provide, and the customer listed below will pay for, month-to-month answering services.
- (b) Service may be terminated by either party by providing the other party 7 days written notice.
- (c) "Base" fees are billed one month in advance. "Usage fees," if any, are billed in arrears.
- (d) Accounts are billed monthly with statements sent to the customer on or just after the 1st of each month.
- (e) **After the first 30 days of free service, the initial payment is due and payable within 15 days of the invoice date.** Subsequent payments are due within 25 days of the invoice date. If you choose to cancel during and/or after your 30 days of free service you need to provide a cancellation notice in writing otherwise an invoice will be sent at the end of the trial period.
- (f) The initial Centratel rate schedule is based on the average time necessary for an operator to process a call. However, all accounts are unique and in some cases, when the account requirements are more than average, we must adjust rates. We will evaluate your account after six full months of service and if an adjustment is necessary, we will notify you at least thirty days in advance of that adjustment.
- (g) Centratel reserves the right to interrupt service should the customer's account become delinquent. Delinquent accounts are subject to any and all collection and/or attorney fees accrued for necessary collection processing. Services which are suspended or terminated for nonpayment may be subject to a reconnection charge of \$25.00. Past due accounts are subject to a 3% per month service charge on outstanding delinquent balance, or \$10, whichever is greater. For checks and credit cards returned for insufficient funds/declined, the client account will be charged a \$25 fee.
- (h) Every call is digitally recorded in MP3 format and is available for review upon request. Requests are limited to three per month. Each voice clip over the first three is charged at \$5.00 per voice clip.
- (i) Accounts are subject to a utility line fee of up to 4% of the total monthly charges.
- (j) If there has been an increase in the annual cost of living index for the previous 12 months, this change will be reflected on billings effective on the January 1<sup>st</sup> invoice. If there is to be an increase, the customer will be notified 30 days prior to that increase. Centratel uses the U.S. Government Bureau of Labor Statistics Table A, "All Items" calculation to determine the increase. See [www.centratel.com/costofliving](http://www.centratel.com/costofliving) for more information and a link to the US government web site.
- (k) Centratel may issue the customer a Centratel telephone number at no charge for forwarding purposes. It is understood that this is a Centratel number and it may be changed by Centratel at any time. Customer understands that the number is not to be used for advertising or to be published without the prior written consent of Centratel.
- (l) Oregon law shall apply to interpretation of these terms of service. Any and all disputes arising hereunder shall be resolved by final binding arbitration in Oregon conducted by the Arbitration Service of Portland, Oregon, according to the rules of the Arbitration Service of Portland. In any dispute arising hereunder Centratel shall not be liable for lost profits or consequential damages. Compensation or damages for all claims based upon services rendered by Centratel are limited to refund of amounts paid for specific services rendered for contested issue.
- (m) Terms of Service may be amended by Centratel by written notice delivered to Customer. Changes to the Terms of Service shall take effect not before 30 days after delivery of such amended Terms of Service to Customer.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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