



## Sample – Summary of Terms and Conditions of Retail Customer Sales Agreement

**1. OVERVIEW.** The terms and conditions stated herein shall apply with respect to the provision of any and all telecommunications and related services ("Services") by Hi-Tech Data, LLC to Customer under the Retail Customer Sales Agreement ("Agreement") and are a summary of the terms and conditions applicable to the Agreement. See our "Terms and Conditions (Retail)" at <https://myphone.hi-techdata.com> for the complete terms and conditions applicable to the Agreement.

**2. TERM AND TERMINATION.** The term of the Agreement shall commence upon the initial installation or activation of any Service and shall continue in full force and effect for the time period from month to month unless earlier terminated in accordance with the terms and provisions of the Agreement. Customer may terminate the Agreement on thirty (30) days' written notice to HI-TECH DATA, LLC. HI-TECH DATA, LLC may terminate the Agreement at any time upon written notice to Customer. Customer shall pay to HI-TECH DATA, LLC, immediately upon demand, all sums then due and unpaid at the time of termination.

**3. RATES AND CHARGES.** The rates and charges for the Services are set forth in the Agreement, together with any and all of HI-TECH DATA, LLC'S tariffs, as applicable and as amended from time to time. With respect to any Service provided by HI-TECH DATA, LLC to Customer for which a rate is not specified in the Rate Schedule, HI-TECH DATA, LLC'S standard retail rates shall apply. HI-TECH DATA, LLC shall provide Customer with a current rate schedule for its standard retail rates at time of service activation from time to time and at the request of Customer. Customer shall make all payments when due as set forth in Section 5 below.

**4. TAXES AND SURCHARGES.** In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Equipment, excluding taxes based on HI-TECH DATA, LLC'S net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the HI-TECH DATA, LLC website at <https://myphone.hi-techdata.com>.

**5. BILLING AND PAYMENT.** Billing for any Service shall commence immediately following delivery of the Service to Customer's service address(es). Customer will receive a bill on or about the 1st of each month for the prior month's usage based Services (including pro-rata charges for new services added during the prior month) and in advance for the current month's monthly charges. All bills are due and payable upon receipt. If Customer's bill is not paid by the date which is thirty (30) days after the invoice date listed on the bill (the "Due Date"), Customer shall pay HI-TECH DATA, LLC, in addition to the amount of the bill, a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law). Customer must provide HI-TECH DATA, LLC with written notice of any disputed charge(s) within thirty (30) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. Customer shall pay the invoiced amount by the Due Date; provided that payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. HI-TECH DATA, LLC and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Customer, HI-TECH DATA, LLC shall issue a credit on Customer's subsequent invoice for the disputed amount. If HI-TECH DATA, LLC initiates legal proceedings to collect any amount due hereunder and HI-TECH DATA, LLC substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by HI-TECH DATA, LLC in prosecuting such proceedings and any appeals therefrom. In the event Customer fails to pay any invoice when due, or provide HI-TECH DATA, LLC with a notice of dispute, HI-TECH DATA, LLC shall notify Customer regarding its failure to pay such invoice. If after HI-TECH DATA, LLC has provided such notice, Customer continues to fail to pay such invoice(s) within 5 days after such notice, HI-TECH DATA, LLC may, in addition to any other rights and remedies available to HI-TECH DATA, LLC, suspend service under this Agreement until all outstanding invoice(s) are paid in full. In addition, in such case HI-TECH DATA, LLC may elect to terminate this Agreement, and shall be entitled to seek and exercise such rights and remedies that may otherwise be permitted hereunder or at law or in equity.

**6. CUSTOMER RESPONSIBILITIES.** In addition to all other Customer responsibilities as set forth in the Agreement, Customer shall be responsible for providing the following: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Service and the HI-TECH DATA, LLC network; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or an analog terminal adapters.



**7. UNAUTHORIZED USE OF SERVICES.** HI-TECH DATA, LLC shall have the right (but not the obligation) to take protective action against Customer in order to protect HI-TECH DATA, LLC's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in HI-TECH DATA, LLC's reasonable discretion. The Service does not support and HI-TECH DATA, LLC will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and HI-TECH DATA, LLC might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited with HI-TECH DATA, LLC's written consent.

**8. NO WARRANTY; LIMITATION OF LIABILITY.** HI-TECH DATA, LLC MAKES NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HI-TECH DATA, LLC DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON HI-TECH DATA, LLC'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF HI-TECH DATA, LLC. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY PERTAINING TO ANY SERVICES OR EQUIPMENT SOLD BY HI-TECH DATA, LLC HEREUNDER, AND HI-TECH DATA, LLC AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES WITH RESPECT THERETO. THIRD PARTY PRODUCED ITEMS ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL HI-TECH DATA, LLC (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. HI-TECH DATA, LLC'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE LIMITED TO A MAXIMUM OF A TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO HI-TECH DATA, LLC IN THE MOST RECENT THREE MONTH PERIOD HEREUNDER. THE PROVISIONS OF THIS SECTION 8 CONSTITUTE AN ALLOCATION OF RISK BETWEEN THE PARTIES AND THE PRICE CHARGED CUSTOMER IS BASED ON SUCH ALLOCATION OF RISK. THE TERMS OF THIS SECTION 8 SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THIS SECTION 8 SURVIVES TERMINATION OF THE AGREEMENT. TO THE EXTENT THAT SUCH TERMS CONFLICT, THE TERMS OF THIS SECTION 8 CONTROL THE TERMS AND CONDITIONS SET FORTH AT <https://myphone.hi-techdata.com> WITH RESPECT TO THE MATTERS SET FORTH HEREIN.

**9. CPNI.** Under federal law, Customer has the right, and HI-TECH DATA, LLC has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with HI-TECH DATA, LLC, Inc. and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify HI-TECH DATA, LLC in writing at PO Box 4737 Chattanooga, TN 37405 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Service.

**10. NOTICES.** All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, recognized national overnight courier service (i.e. Federal Express), by registered or certified mail, return receipt requested, or by facsimile transmission, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

**11. MISCELLANEOUS.** The Agreement, including this Summary of Standard Terms and Conditions, the Standard Terms and Conditions on <https://myphone.hi-techdata.com> and all other schedules applicable to the Services purchased by the Customer, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. Any modification to this Agreement shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Standard Terms and any schedule (including any Additional Terms), the provisions of these Standard Terms shall take precedence unless otherwise indicated in the signed attached schedule. This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and



signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Florida.

ACKNOWLEDGED AND AGREED:

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



## **E911 Waiver**

**PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF HI-TECH DATA, LLC 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS.**

- **911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE 911 SERVICE WITH YOUR CURRENT LOCATION**
- **911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE**
- **911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY HI-TECH DATA, LLC**
- **YOU INDEMNIFY HI-TECH DATA, LLC FOR ANY FAILURE IN THE 911 SERVICE**

Most of HI-TECH DATA, LLC customers in the U.S., including Alaska and Hawaii, have access to basic 911 or Enhanced 911 (E911) service. Enhanced 911 (E911) service is available for all U.S. customers who register a valid E911 service address.

With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. HI-TECH DATA, LLC will not inform you that new local emergency centers have been added. If your address is not covered by E911 service, HI-TECH DATA, LLC advises you to attempt to register your address periodically to determine if a new local emergency center has been added to your area.

Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.

### **Notify All Users**

Customer's are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 SERVICE of the important differences in and limitations of 911 SERVICE as compared with traditional 911 land line or cell phone service.

### **Registration of Physical Location Required**

For each primary phone number that you use for the Service, you must register with HI-TECH DATA, LLC the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any 911 calls you make using the 911 SERVICE may be sent to an emergency center near your old address. You must register your initial location of use when you subscribe to the Service.



Thereafter, you may register a new location by following the instructions from the "911" registration link in your HI-TECH DATA, LLC Account Portal. For purposes of the 911 SERVICE, you may only register one location at a time for each primary phone line you use with the Service.

**Re-Registration Required if You Change Your Number or Add or Port New Numbers**

911 SERVICE does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from HI-TECH DATA, LLC .

**Confirmation of Activation Required**

Your 911 SERVICE will not be activated for any phone line that you are using with the Service, unless and until you receive an email from HI-TECH DATA, LLC confirming that the 911 SERVICE has been activated for that primary phone number. The activation may take up to three days to complete.

**Service Outages**

You acknowledge and understand that the Service and 911 Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service and 911 Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service and 911. You also acknowledge and understand that the Service and 911 Service requires a fully functional broadband connection to the Internet (which is not provided by HI-TECH DATA, LLC) and that, accordingly, in the event of an outage of, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service and 911 Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service and 911 Service will not function until the power supply is restored and/or the ISP/broadband outage fixed. You acknowledge that HI-TECH DATA, LLC is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination by your broadband or Internet service provider, the blocking of ports by your broadband or Internet service provider, suspension or termination of your HI-TECH DATA, LLC Services/Account or any failures resulting from local or national disasters.

**Disclaimer of Liability and Indemnification.**

**You acknowledge and understand that HI-TECH DATA, LLC will not be liable for any Service outage and/or inability to dial 911 using the HI-TECH DATA, LLC Service or to access emergency service personnel due to the characteristics and limitation of the HI-TECH DATA, LLC Service as set forth in this document. You agree to defend, indemnify, and hold harmless HI-TECH DATA, LLC, its officers, directors, employees, affiliates, and agents 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 user of the Service relating to the failure or outage of the Service, including those related to the 911 SERVICE.**

In addition, HI-TECH DATA, LLC does not have any control over whether, or the manner in which, calls using the 911 SERVICE are answered or addressed by any local emergency response center. HI-TECH DATA, LLC disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. HI-TECH DATA, LLC relies on third parties to assist us in routing 911 SERVICE calls to local emergency response centers and to a national emergency calling center. HI-TECH DATA, LLC disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither HI-TECH DATA, LLC nor its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 SERVICE unless such claims or causes of action arose from HI-TECH DATA, LLC gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless HI-TECH DATA, LLC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 SERVICE, incorrectly routed 911 SERVICE calls, and/or the inability of any user of the Service to be able to use 911 SERVICE or access emergency service personnel.

Furthermore, you acknowledge that HI-TECH DATA, LLC does not offer Lifeline service, and that if you are not comfortable with the limitations of the 911 SERVICE, HI-TECH DATA, LLC strongly recommends that you always have an alternative means of accessing emergency service.

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



Printed: \_\_\_\_\_

### The Standard Letter of Agency Document

A Letter of Agency (LOA) must be completed by the end-user and supplied to Hi-Tech Data, LLC upon request. The LOA must contain the name and current service address of the end-user and the numbers that will be ported to Hi-Tech Data, LLC the end-user's current carrier. The LOA used must comply with FCC regulations and must be dated and signed by the end-user or a person who has the authority to act as a legal agent.

#### Dear Customer,

Thank you for choosing Hi-Tech Data, LLC, as your network carrier. As you are aware, you may continue to use your existing telephone number with Hi-Tech Data, LLC. In order to transition your current telephone number to the Hi-Tech Data, LLC network, Hi-Tech Data, LLC must work with your previous service provider to ensure that your service is uninterrupted, and where applicable, to ensure that your number is transferred.

Your prior Hi-Tech Data, LLC requires this letter as proof that you have explicitly authorized and requested that your service and current telephone number be transferred to another Hi-Tech Data, LLC. By filling in all the information requested below and signing and dating this letter, you provide us with the authorization to initiate the process of transferring your service and telephone number to Hi-Tech Data, LLC. You will then be able to use your old number with the Hi-Tech Data, LLC network.

Please ensure the following information is completed accurately to prevent possible delays.

End-User Name (Business or Residential):

Person authorized to make this request if a business:

Service Street Address:

Suite or Apartment No:

City: State:

ZIP Code:

Current Service Provider:

*\*Note that all Telephone Numbers listed below must be associated with this Name.*

#### Beginning Range TN for porting TNs

#### End Range TN

#### Billing (main acct) TN

- 1
- 2
- 3
- 4
- 5
- 6

PLEASE DO NOT PLACE ANY NEW SERVICE ORDERS OR DISCONNECTS WITH YOUR CURRENT SERVICE PROVIDER ON THIS ACCOUNT, AS THIS WILL CAUSE A DELAY IN PORTING YOUR NUMBERS.

If you wish to select Hi-Tech Data, LLC as your new service provider for the telephone number listed on this form, you will need to sign your initials on the THREE (3) lines below, as applicable:

I select \_\_\_\_\_ (initials) Hi-Tech Data, LLC as the network carrier for all **local calls** for this number.

I select \_\_\_\_\_ (initials) Hi-Tech Data, LLC as the network carrier for all **intrastate toll calls** for this number.

I select \_\_\_\_\_ (initials) Hi-Tech Data, LLC as the network carrier for all **interstate toll and international calls** for this number.



If you want to receive service on the Hi-Tech Data, LLC network, you will need to select Hi-Tech Data, LLC in ALL THREE (3) spaces above. You may not have more than one carrier for each TYPE of service above.

By signing below, I designate Hi-Tech Data, LLC to transfer my service from my current provider to Hi-Tech Data, LLC. By signing below, I also authorize Hi-Tech Data, LLC to transfer my current telephone number used to provide service so that Hi-Tech Data, LLC may provide its network service to me. By signing below, I also authorize Hi-Tech Data, LLC to obtain billing information, customer service records, and other information required to provide me with service on the Hi-Tech Data, LLC network. I understand that I may consult with Hi-Tech Data, LLC as to whether a fee will apply to the change.

Printed End-User Name: \_\_\_\_\_

Date: \_\_\_\_\_

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



Toll Free Responsible Organization (WQW01 RESPORG)  
Change Authorization Form

Company Name: (As Listed on Previous Billing Invoice)		
Contact:	Title:	
Billing Address: (As Listed on Previous Billing Invoice)		
City:	State:	Zip Code:
Phone Number:	Fax Number:	

Internal Use Only	
WQW01 Contact: Provisioning Department	WQW01 Contact Number: (855) 721-4227
WQW01 Email: <a href="mailto:provisioning@momentumtelecom.com">provisioning@momentumtelecom.com</a>	WQW01 Return Fax Number: (859) 721-2880

Toll Free Number	Current RESPORG	New RESPORG	Ring To Number
		WQW01	

The undersigned hereby authorizes Hi-Tech Data, LLC to act as the RESPORG for the above toll free (8XX) numbers. The undersigned understands that this authorization is in accordance with and subject to all applicable Hi-Tech Data, LLC service agreements, pricing guides, state and federal tariffs and any accompanying terms and conditions therein.

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

Date: \_\_\_\_\_

Print: \_\_\_\_\_