

Johnson Telephone Company

Voice (VoIP) Services Terms & Conditions

Effective Date: Upon Customer Activation

These Terms & Conditions govern the provision of Voice over Internet Protocol (VoIP) services by Johnson Telephone Company.

1. Parties & Agreement

These Voice Services Terms and Conditions (“Agreement”) are entered into by and between Johnson Telephone Company, a Minnesota corporation (“JTC,” “we,” “us,” or “our”), and the customer subscribing to voice services (“Customer” or “you”). This Agreement governs JTC’s VoIP-based residential and small business voice services, including local and long-distance calling, optional calling features, voicemail, and Enhanced 911 (“E911”) (collectively, the “Services”). Certain technical components of the Services may be delivered using third-party network or platform providers; however, JTC remains your sole service provider and point of contact.

2. Description of Services

JTC provides VoIP voice services delivered over a broadband Internet connection. Broadband Internet access is required for the Services and may be provided by JTC or a third-party Internet service provider. Customer acknowledges that VoIP services depend on power and Internet connectivity and may not function during power outages, Internet outages, or network congestion. Voice quality may vary based on network conditions.

3. Term & Cancellation

Services are provided on a month-to-month basis unless otherwise stated in writing. Either party may cancel Services with at least thirty (30) days’ notice. Upon cancellation, Customer remains responsible for all charges incurred prior to the effective cancellation date. JTC may suspend or terminate Services for non-payment or violation of this Agreement.

4. Rates, Billing & Payment

Customer agrees to pay all monthly recurring charges, usage-based charges (including international calling where applicable), E911 fees, regulatory recovery fees, and all applicable federal, state, and local taxes. Billing occurs monthly. Charges may change due to regulatory requirements or cost adjustments. Failure to pay charges when due may result in service suspension, termination, or late fees.

5. Telephone Numbers & Portability

Telephone numbers provided by JTC are assigned to Customer but are not owned by Customer. Number portability is supported where technically feasible; however, porting timelines depend on third-party carriers and are not guaranteed. JTC is not responsible for delays or failures caused by other carriers. Telephone numbers may be reclaimed upon termination of service.

6. Enhanced 911 (E911) – IMPORTANT NOTICE

VoIP-based E911 service differs from traditional wireline 911 service. E911 requires a registered service address supplied by Customer and will not function without electrical power or Internet connectivity. If the registered address is incorrect or outdated, emergency calls may be routed improperly. Customer is responsible for keeping address information current, informing all users of E911 limitations, and maintaining an alternative

means of accessing emergency services.

7. Acceptable Use

Customer may not use the Services for unlawful, fraudulent, abusive, or improper purposes. Prohibited uses include, without limitation, auto-dialing, call blasting, spoofing caller ID, resale of Services without authorization, or usage that is excessive or inconsistent with normal residential or small business calling patterns. JTC may suspend or terminate Services for violations of this section.

8. Equipment

Any equipment provided by JTC remains the property of JTC unless purchased outright. Customer is responsible for the care and protection of equipment while in Customer's possession. Damaged, lost, or unreturned equipment may be billed to Customer at replacement cost. Customer may not tamper with or relocate equipment without authorization.

9. Service Availability & Limitations

JTC does not guarantee uninterrupted or error-free service. Service interruptions may occur due to maintenance, network issues, power failures, acts of God, or factors beyond JTC's reasonable control. JTC is not required to issue service credits for interruptions.

10. Limitation of Liability

To the maximum extent permitted by law, JTC is not liable for indirect, incidental, consequential, or special damages, including loss of business or profits. JTC's total liability arising out of or related to the Services shall not exceed the total charges paid by Customer for the Services during the three (3) months preceding the event giving rise to the claim.

11. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict-of-law principles.

12. Entire Agreement

This Agreement, together with applicable service orders or pricing schedules, constitutes the entire agreement between Customer and JTC regarding the Services and supersedes all prior or contemporaneous agreements, representations, or understandings.