



# Responsible Organization Letter of Authorization

As the end-user subscriber, or the authorized representative of an end-user subscriber, of certain Telephone Numbers(s) (the "Customer"), I hereby authorize Wilson Communication Co Inc dba Wilson Communications (WCCVOIP) to be the Responsible Organization ("RespOrg") for the following Telephone Numbers(s), including acting on my behalf, and at my direction, and to transfer the Numbers from:

**Current Carrier:** \_\_\_\_\_

**New RespOrg ID: WCCVOIP**

Existing Telephone Number(s)	Area of Service	Features
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)
_____	<input type="checkbox"/> US 48 States <input type="checkbox"/> Extended Area <input type="checkbox"/> International	<input type="checkbox"/> Directory Listing <input type="checkbox"/> Caller ID (CNAM Dip TN)

**\* The following items must match how they appear on customer current billing statement.**

\* Print Customer Name: \_\_\_\_\_

\* Billing Address: \_\_\_\_\_

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

\* City: \_\_\_\_\_ \* State: \_\_\_\_\_ \* Zip: \_\_\_\_\_

Customer Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Desired Delivery Date: \_\_\_\_\_

\* Billing Account Number: \_\_\_\_\_ Password/PIN: \_\_\_\_\_

I attest under penalty of law and as an authorized employee, or an authorized representative, of the Customer that the Customer is the exclusive end-user subscriber of the Telephone Numbers(s) listed above. The Customer assumes all liability for the use (including without limitation, authorized, fraudulent or misappropriated) of traffic of any other end-user subscriber with regards to the Telephone Numbers(s) listed. In addition, I understand that this request for a RespOrg change does not constitute an order for disconnect of service with my existing carrier(s). I, on behalf of the Customer, continue to accept responsibility for notifying my existing carrier(s) of any intention to disconnect and/or change my Telephone service after designating the above as my RespOrg for the Telephone Numbers listed above.

I agree to the attached Elite VoIP Services Terms and Conditions.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Elite VoIP Services Terms and Conditions

**Description.** Wilson Communication Company, Inc. (“WCC”) hereby agrees to provide VoIP Based Phone Services (“Elite VoIP Service”) to Customer under the following Terms and Conditions. Hereinafter, WCC and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

**1. Independent Contractor.** WCC shall, at all times and for all purposes under the **Elite VoIP Services Terms and Conditions**, be considered an independent contractor and shall be solely responsible for the supervision and payment of its Agents for the Services performed hereunder. As such, WCC shall provide, at its sole expense and decision, all tools, materials, training, hiring, supervision, hours of work, scheduling, work policies and procedures, work rules, compensation, payment for expenses, and discipline and termination of its Agents. WCC shall have reasonable control over all methods and details of performing the Services in compliance with the **Elite VoIP Services Terms and Conditions**, subject to Customer’s inspection, and shall ensure that its Agents are performing the Services in accordance with the **Elite VoIP Services Terms and Conditions**. WCC shall not have, nor represent itself as having, any authority under the **Elite VoIP Services Terms and Conditions** to make agreements of any kind in the name of or binding upon Customer.

**2. Notice.** All notices required to be given hereunder shall be made in writing and deemed to have been delivered: a) on the date delivered in person; b) on the date sent via email with proof of delivery confirmation; or c) seven (7) business days after being mailed via US Postal Service certified mail, postage prepaid, return receipt requested, to the address set forth below:

To WCC:

Attn: Director of Operations  
PO Box 190  
2504 Avenue D  
Wilson, KS 67490-0190

To Customer:

Name and address of record

**3. Initial Term and Renewal.** The Initial Term of Service shall commence on the Elite VoIP Service installation date. If neither the Customer nor WCC cancels or terminates the Elite VoIP Service before the end of the first full calendar month, the Elite VoIP Service shall automatically renew on a month to month term pursuant to the rates, Terms and Conditions as set forth by WCC in the **Elite VoIP Services Terms and Conditions** unless WCC or Customer has provided notice of its intent to terminate the Elite VoIP Service.

**4. Failure to Perform.** In the event Customer fails to perform under these Terms and Conditions, WCC shall have the right to terminate this Elite VoIP Service immediately and assess Customer’s Early Termination Fees (“ETFs”) as set forth in Section 6 below.

**5. Early Termination; Early Termination Fees.** In the event the Elite VoIP Service is terminated prior to expiration of any current Term—either by WCC for Customer’s failure to perform or by Customer for any reason whatsoever—WCC shall have the right to assess Customer ETFs equal to: (i) any unpaid installation, construction and nonrecurring charges; plus (ii) one hundred percent (100%) of all Monthly Recurring Charges (MRCs) due under the **Elite VoIP Services Terms and Conditions**, prorated according to the remaining days of the then-current Term (calculated by prorating the remaining days in the then-current Term). Such payment shall be made to WCC within thirty (30) days of termination, using funds immediately available to WCC.

6.1 WCC reserves the right, at its sole discretion, to waive ETFs under the following circumstances: Customer upgrades to another service plan with WCC, with a term equal to or greater than the remainder of the then-current Term, and there is no lapse in service or payment.

**6. Termination.** This Elite VoIP Service will terminate upon written notice from WCC in the event of Customer’s abandonment, fraud, insolvency, willful misconduct, or breach of this Elite VoIP Service, which is not cured within thirty (30) days of notice of such breach.

**7. Provisions of Service – Billing.** WCC will provide VoIP Based Phone Service access to Customer, and Customer will pay for such service, in accordance with the **Elite VoIP Services Terms and Conditions**. WCC will provide Customer with access to the Service, together with data transmission, through WCC's network. A description of the specific services and corresponding charges are provided below.

7.1 Elite VoIP Service includes one VoIP provisioned DID number with unlimited domestic calling in the lower 48 states, a directory listing, and caller ID service. The monthly rate for this service is **\$29.95** and subject to applicable taxes and surcharges.

7.2 Normal service charges will be invoiced monthly. Payment is due on the tenth (10<sup>th</sup>) of the month, and accounts are in default if payment is not received by the posted due date. Accounts in default are subject to a late payment fee equal to 3% per month on the unpaid balance.

7.3 Accounts in default may have their service interrupted. Service interruption does not relieve Customer of its obligation to pay charges.

7.4 Use of WCC's network and services constitutes acceptance of the **Elite VoIP Services Terms and Conditions**. WCC may modify the **Elite VoIP Services Terms and Conditions**, including availability of services, upon notice furnished to Customer or published online.

**8. Exclusivity.** Customer agrees that the services provided under the Elite VoIP Services Terms and Conditions (the "Services") are for Customer's exclusive use only, and not for resale with or for any other End Users. Should Customer wish to resell Elite VoIP Services, Customer hereby agrees to enter into a separate interconnection contract with WCC before providing such resale Services, and compensate WCC accordingly. For purposes of this section, "End Users" shall include, but are not limited to, businesses, residents and any other entity receiving telephony type services including Voice over Internet Protocol (VoIP) services from Customer. Resale of the Services provided hereunder shall be considered a material breach of the Elite VoIP Services Terms and Conditions, and WCC, at its sole discretion, may terminate the Elite VoIP Services without recourse or further obligation at any time following such breach.

**9. VoIP Phone Service.** (Over-The-Top (OTT)) Customer agrees that VoIP Phone Service requires a properly configured, high performance broadband network and Internet connection. Providing a lesser quality network or Internet connection may result in partial/complete unavailability or under-performance of VoIP Phone Service or other services utilizing the same network or Internet connection. Customer agrees to provide and maintain, at Customer's cost, an IP network, services and connection meeting the foregoing standards and all equipment necessary for VoIP Phone Service to connect to and use such network, services and connection. Customer is solely responsible for providing this connection from Customer's premise to WCC's VoIP Network. WCC is not responsible for packets lost/dropped in the Internet; WCC only guarantees quality on its own VoIP network. WCC is not liable for any unavailability, interruption or under-performance of VoIP Phone Service related to Customer's network or Internet connection.

**10. Customer Passwords and Security.** Customer is responsible for maintaining confidentiality of their passwords. Customer is responsible for any and all activities which occur under Customer's account. Customer agrees to notify WCC immediately of any unauthorized use of Customer's account or any other breach of security known to the Customer.

**11. 911 Disclosure.** 911 service is available when using Elite VoIP Service from the initial registered service address. If VoIP Phone devices are moved to a new service address, 911 service address may not display properly for emergency personnel. Customer needs to contact WCC to make changes to registered service address if necessary. Please note, if Customer experiences a loss of power or Internet service, VoIP Based Phone Service will not be available. Phones moved from original installed location are not designed or fit for access to emergency services. If Customer moves phone outside of service territory, it is the Customer's responsibility to obtain, separately from the service, traditional wireless (mobile) or fixed line telephone services that offer access to emergency services.

**12. Adds, Moves and Changes.** Adds, moves and changes will be performed at an additional charge of the then-current service rates to Customer. Adds include additional functions beyond when the system was

originally installed. This can be additional bandwidth, users or content. Moves are physically moving equipment from the original installation point. Changes are when the system is modified in a way that changes how it was originally deployed. Changes for data security purposes are included in the Elite VoIP Service.

Exclusions include services which, in WCC's opinion, are required due to unauthorized attempts to install, repair, maintain, modify or tamper with any devices or related software or peripherals, whether by Customer or by a third party, or excluded from the **Elite VoIP Services Terms and Conditions**, and are subject to additional charges.

**13. Severability; Waivers.** The invalidity or unenforceability of any provision of the **Elite VoIP Services Terms and Conditions** shall not affect the validity or enforceability of any other provision of the **Elite VoIP Services Terms and Conditions**. No waiver of any of the provisions of the **Elite VoIP Services Terms and Conditions** shall constitute a waiver of any other provision, nor shall any waiver as to one event constitute a waiver as to any other event.

**14. Non-Solicitation.** Each Party, on its own behalf and on behalf of its affiliates, agrees and covenants that, during the term of this Elite VoIP Service and for two (2) years following the termination of the Elite VoIP Service, neither it nor its affiliate shall, directly or indirectly, through another person, firm, corporation or other entity, solicit or attempt to solicit any employee, consultant or independent contractor of the other Party to terminate his, her or its relationship with said Party in order to become an employee, consultant or independent contractor to or for any other person or business entity.

**15. Assignment.** Customer shall not sell, assign or transfer this Elite VoIP Service, or any part thereof, without the prior written consent of WCC, which shall not be unreasonably withheld; however, WCC may, without the consent of Customer, assign any or all of its rights and obligations under the **Elite VoIP Services Terms and Conditions** to its parent, any subsidiary (of WCC or its parent), or any affiliate (of WCC or its parent) or to any successor in interest pursuant to a sale of stock or assets, merger, acquisition or reorganization.

**16. Entire Elite VoIP Service.** The **Elite VoIP Services Terms and Conditions** contains the entire agreement of the Parties relating to the subject matter hereof, and no agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by the Parties that are not expressly set forth in the **Elite VoIP Services Terms and Conditions**. The **Elite VoIP Services Terms and Conditions** may be modified by WCC upon thirty (30) days written notice to Customer.

**17. Governing Law.** The **Elite VoIP Services Terms and Conditions** and any relating Elite VoIP Services in conjunction with the Terms and Conditions shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of Kansas, and jurisdiction shall only be proper within the State of Kansas.

**18. Miscellaneous Terms.** These Terms and Conditions represent the complete Terms and Conditions and understanding between WCC and Customer, notwithstanding any variance with Terms and Conditions of any other submitted by Customer.

19.1 In any action between the Parties to enforce any material provision of the Terms and Conditions, the prevailing Party will be entitled to recover its legal fees and court costs from the non-prevailing Party in addition to whatever other relief a court may award. If any provision of this Elite VoIP Service is held by a court to be invalid, void, or unenforceable, the remainder of the Elite VoIP Service will nevertheless remain unimpaired and in effect.

**19. Use of Services – Restrictions.** Customer agrees to use the services provided by WCC in compliance with applicable laws. Transmission of any material in violation of any domestic laws and regulations, including (without limitation) threatening or obscene materials, is prohibited.

19.1 Some materials available on the Service may be subject to laws and treaties relating to copyrights and intellectual property laws. In addition, WCC does not control the content of information available throughout its network and cannot be responsible for the accuracy or quality of information

obtained through its services. Accordingly, Customer is solely responsible for determination of all suitability and propriety of its use of all materials available through the Service, and assumes all risks related to use of information or data.

19.2 Any use of WCC's network or system resources which materially disrupts or interferes with normal operations or with other customers, or which uses WCC's network to make unauthorized attempts to access the systems and networks of others, is prohibited. Customer is solely responsible for compliance with all rules applicable to Customer's access to any other networks. Any customer engaging in such practices, or otherwise in violation of these Terms and Conditions, will be subject to termination of services.

**20. Disclaimers, Limitations, Indemnification.** WCC makes no warranties of any kind, whether express or implied, regarding the services it provides to Customer, or relating to the quality, accuracy, or validity of data and/or information residing on or passing through WCC's network. WCC expressly disclaims any and all warranties relating to its services, including any warranty of merchantability or fitness for a particular purpose.

20.1 WCC shall not be liable, either in contract or in tort, for unauthorized access to Customer's transmission facilities or Customer premise equipment; or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method.

20.2 WCC will not be liable for any consequential, incidental or specific damages, including harm to business, lost revenues, lost savings, or lost profits suffered by Customer, regardless of the form of action, whether in contract, warranty, strict liability, or tort, or for any claim by any third party, even if WCC has been advised of the possibility of such damages. WCC's entire liability for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to WCC by Customer in the last twelve (12) months for the specific service giving rise to the claim. No action or proceeding against WCC will be commenced more than one (1) year after service is rendered.

20.6 Customer agrees to indemnify and hold WCC harmless from any claims or damages, including reasonable attorney's fees, resulting from Customer's use of WCC services or breach of these Terms and Conditions, including (without limitation) Customer's causation of damages or injury, directly or indirectly, to any other party.

**21. Service Quality.** The WCC network is defined as WCC-owned and controlled routers and circuits. WCC's network service quality does not include outages found to be caused by the Customer's provided Internet connection, the Customer's Premise equipment, scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider ("ISP") networks, Customer directed Denial of Service attacks and force majeure events.

In the event the Services provided hereunder fail to meet Customer's satisfaction, Customer shall provide written notice of such deficiency to WCC. WCC will then have thirty (30) days after the receipt of such notice to cure any deficiencies in the Service. If WCC does not correct the Service to the satisfaction of Customer within the thirty (30) day cure period, Customer may terminate this Elite VoIP Service and all Services, without penalty, by providing WCC with ten (10) days written notice thereafter.

**22. Problem Reporting and Resolution.** Service requests can be placed by calling WCC's customer service department at (785) 658-2111, toll free at (800) 432-7607 or via email to [customerservice@wilsoncom.us](mailto:customerservice@wilsoncom.us).