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KCCoyote Wi-Fone Terms of Service

The use of services provided by KCCoyote Wi-Fone by Isotech, Inc. constitutes agreement to these terms. BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

E911 Service

KCCoyote Wi-Fone by Isotech, Inc. provides you with phone services over your broadband connection. There is an important difference between the KCCoyote Wi-Fone by Isotech, Inc. service and the phone service provided over a traditional phone line -- this difference is that the 9-1-1 dialing feature with KCCoyote Wi-Fone by Isotech, Inc. has important limitations that you should be aware of and that you advise others that may use the KCCoyote Wi-Fone by Isotech, Inc. service in your residence or business. YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE KCCoyote Wi-Fone by Isotech, Inc. SERVICE BY LOGGING INTO YOUR CONTROL PANEL AND PROVIDING A VALID PHYSICAL ADDRESS. IF YOU MOVE THE LOCATION OF WHERE YOU USE THE KCCoyote Wi-Fone by Isotech, Inc. SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION.

Additional limitations are as follows:

If you lose power or there is a disruption to power at the location where KCCoyote Wi-Fone by Isotech, Inc. is used, neither KCCoyote Wi-Fone by Isotech, Inc. nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the KCCoyote Wi-Fone by Isotech, Inc. device prior to utilizing the service, including the 9-1-1 dialing feature. If your Internet connection or Broadband Service is lost, suspended, terminated or disrupted, neither KCCoyote Wi-Fone by Isotech, Inc. nor the 9-1-1 dial feature will function until the Internet connection or Broadband Service is restored. If your KCCoyote Wi-Fone by Isotech, Inc. account is suspended or terminated, the KCCoyote Wi-Fone by Isotech, Inc. service outage will prevent the 9-1-1 dialing feature from functioning. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing KCCoyote Wi-Fone by Isotech, Inc. as compared to traditional 911 dialing over traditional public telephone networks. You are responsible for the accuracy and the completeness of the address that you submit to KCCoyote Wi-Fone by Isotech, Inc. for the location at which KCCoyote Wi-Fone by Isotech, Inc. will be used and to which emergency service will be sent in the event that you use the KCCoyote Wi-Fone by Isotech, Inc. 9-1-1 dialing service. You are responsible for updating and of the advising us of any and all changes to the address or location at which KCCoyote Wi-Fone by Isotech, Inc. will be used. KCCoyote Wi-Fone by Isotech, Inc. uses a third party to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither Isotech, Inc., its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents 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 KCCoyote Wi-Fone by Isotech, Inc. 9-1-1 dialing service unless such claims or causes of action arise from Isotech, Inc.'s gross negligence, recklessness or willful misconduct. You agree to release, indemnify, defend and hold harmless Isotech, Inc., its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, KCCoyote Wi-Fone by Isotech, Inc. 911 dialing feature or service or access emergency service personnel.

Equipment :

KCCoyote Wi-Fone by Isotech, Inc. sells all residential customers a telephone adapter to use to connect to our service. This device belongs to the customer and they are responsible for replacing it should it fail.

Users must not attempt to reset the device to a factory default setting by using the "reset button" on the back of the device. If a user resets the device using this reset button, KCCoyote Wi-Fone by Isotech, Inc. will have to reconfigure the device and there will be a service charge. The service charge can vary depending on many variables.

Isotech, Inc. reserves the right to remotely access and manage any devices connected to our network.

Support

KCCoyote Wi-Fone by Isotech, Inc. provides support for using our service and provided hardware only. We do not provide FREE troubleshooting or support for routers, computers, etc. The provided phone adapter has a built in router is designed to be connected directly to a modem and then your existing router or computer connected to the built in router.

Service Limitations

Due to the nature of all VoIP services, KCCoyote Wi-Fone by Isotech, Inc. service is not designed to be used for data connections with modems, home security systems, fax machines and related devices. It is optimized for voice only and you may experience issues and inconsistencies when using KCCoyote Wi-Fone by Isotech, Inc. service in non-voice scenarios.

Residential Use Only

KCCoyote Wi-Fone by Isotech, Inc. services are intended for normal residential or light home office use only. Any other use is strictly prohibited. KCCoyote Wi-Fone by Isotech, Inc. uses automated systems to monitor usage to detect patterns which are typical of non-residential use such as autodialing, continuous call forwarding, frequent, excessively long calls to single numbers, etc. The KCCoyote Wi-Fone by Isotech, Inc. is designed for customers with average usage of under 1,500 minutes per month. Accounts exceeding 1,500 minutes per month on a regular basis may be subject to review and reclassification. KCCoyote Wi-Fone by Isotech, Inc. shall have sole discretion to determine whether service is being used for residential purposes or not. KCCoyote Wi-Fone by Isotech, Inc. does not provide business services at this time. We have a different solution for business services.

Cancellations

All cancellations must be done in writing.

For more information regarding cancellation procedure, please email accounting@isotech-inc.com.

If a user wishes to cancel service, there may need to be configuration changed in your router for your Internet service to work without the VoIP adaptor in place. This is not a service we will provide for free. We will help you over the phone as much as possible to get it reconfigured, but if we send a technician out, there will be a service charge.

Billing

All KCCoyote Wi-Fone by Isotech, Inc. services are prepaid at least one month in advance. You will be sent an invoice in the mail or by e-mail. You can use any of our supported payment methods such as credit card, check, cash, or automatic credit card drafting which may require manual payments to be made, it is your responsibility to ensure that you have a positive account balance at all times. KCCoyote Wi-Fone by Isotech, Inc. is a prepaid service. Billing will go out on the 1st or the 15th of every month, and is due within 21 days. If invoices are not paid by the due date, your account may be subject to immediate disconnected and a \$20 reconnection fee. If the KCCoyote Internet service is disconnected at the same time, there will be a \$20 reconnection fee for it as well.

Right to Refuse Service

KCCoyote Wi-Fone by Isotech, Inc. reserves the right to refuse to provide service to anyone at its sole discretion with or without reason. Isotech, Inc. also reserves the right to terminate accounts with or without reason at its sole discretion. If KCCoyote Wi-Fone by Isotech, Inc. terminates service for any reason other than a Terms of Service violation, the customer will receive a full prorated refund for any prepaid service. If KCCoyote Wi-Fone by Isotech, Inc. terminates service for Terms of Service violation, the user is not entitled to any refund.

Privacy

KCCoyote Wi-Fone by Isotech, Inc. utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. KCCoyote Wi-Fone by Isotech, Inc. makes no claims with regards to the privacy of voice packets transmitted over public networks.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold Isotech, Inc. harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Isotech, Inc., its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Isotech, Inc. against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with by Isotech, Inc. ; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party.

Binding Arbitration

By using any Isotech, Inc. service, you agree to submit to binding arbitration. If any disputes or claims arise against Isotech, Inc. or its subsidiaries, its agents, its employees, its officers, or its owners, such disputes will be handled by an arbitrator of Isotech, Inc's choosing. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Texas. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause.

Disclaimer

Isotech, Inc. shall not be responsible for any damages you or your business may suffer. KCCoyote Wi-Fone by Isotech, Inc. makes no warranties of any kind, expressed or implied for services we provide. Isotech, Inc. disclaims any warranty or merchantability or fitness for a particular purpose. Since we use the public internet to delivery service, we cannot guarantee uptime or availability of service.

Change of Terms

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and/or effective on the date posted on our website. These changes will become binding and effective the date they are posted to our website. No further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service.