

Dialogue Voice LLC Terms Of Service (TOS)

1. Services

Dialogue Voice LLC ("Provider") agrees to provide the Client with VoIP services ("Services"), including the right to use Provider's proprietary software and equipment. The Services will be provided on a per-user basis, with each user receiving access to voice communication services. Provider will provide the Services in accordance with its standard operating procedures and service level agreements.

2. Definitions

For the purposes of this Agreement, a "user" means an individual authorized by the Client to use the VoIP services provided by the Provider. The Services are to be used solely for business and professional communication purposes.

3. Payment and Term

Client shall pay Provider the fees specified for the Services provided on a per-user basis. The fees are due and payable on a monthly basis. Client may terminate this Agreement at any time by providing written notice to Provider. In the event of termination, Client shall remain responsible for payment of all fees incurred up to the date of termination. A late fee of 1.5% will be applied to all payments received 14 days or later after the due date of the invoice.

4. Proprietary Rights

Provider retains all right, title, and interest in and to its proprietary software and equipment, and nothing in this Agreement shall be construed as a transfer of such rights to Client. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the software or equipment.

5. Warranties

Provider does not make any warranties, express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Provider specifically disclaims any liability for any damages arising from the use of the Services.

6. Waiver of Liability

Client acknowledges that the use of the Services is at their own risk. Provider shall not be liable for any damages, including but not limited to direct, indirect, incidental, consequential, or punitive damages, arising out of or in connection with the use or inability to use the Services. Client agrees to indemnify, defend, and hold harmless Provider and its officers, directors, employees, and agents from any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use of the Services.

7. Force Majeure

Neither party shall be liable for any failure to perform due to causes beyond its reasonable control, including without limitation, acts of God, fire, explosion, power blackout, earthquake, flood, war, terrorism, strike, or other labor trouble, governmental acts, orders or restrictions, or the unavailability of necessary equipment or materials.

8. Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiations. If the parties are unable to resolve the dispute through negotiation, the dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Nassau County, NY, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. Any action arising out of or in connection with this Agreement shall be brought exclusively in the federal or state courts located in Nassau County, NY.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both parties.

11. Assignment

This Agreement may not be assigned or transferred by Client, in whole or in part, without the prior written consent of Provider. Provider may assign this Agreement without the prior consent of Client.

12. Notice

All notices required or permitted under this Agreement shall be in writing and shall be sent to the address of the recipient set forth in the preamble of this Agreement or to such other address as may be designated by either party in writing. Notice shall be deemed given upon personal delivery or three days after mailing.

13. Waiver

No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy. A waiver of any default is not a waiver of any subsequent default.

14. Severability

If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions shall remain in full force and effect.

15. Headings

The headings used in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.