

# BellesLink Terms of Service and End User License Agreement

This BellesLink Terms of Service and End User License Agreement, together with any Attachments and Schedules ("Agreement"), is made by and between Belles Camp Communications LLC on behalf of itself and its affiliates and successors ("Belles Camp") and the customer identified on the attached Customer Information Page ("Customer").

**1. TERMS AND CONDITIONS:** 1. **SERVICES:** 1. Belles Camp will provide to customer a non-exclusive, non-perpetual license to use BellesLink and Belles Camp's Communications Telephony System (collectively, the "System") pursuant to the terms of this Agreement. The System presently consists of, but is not limited to, Voice Mail, Inbound and Outbound Call Processing, Call Recording, SMS Messaging, Databases, and Email. Customer acknowledges and agrees that the form and nature of the System may change from time to time without prior notice to Customer. Customer acknowledges and agrees that Belles Camp may stop (permanently or temporarily) providing the System (or any features within the System) to Customer or to users generally at Belles Camp's sole discretion, without prior notice to Customer. Belles Camp may make changes to this Agreement from time to time. Any such new Agreement will be effective immediately. Customer understands and agrees that Customer's use of the System and/or Customer's payment for Services after any such changes constitutes the Customer's agreement to be bound by the new Agreement, and the personal guaranty granted by the undersigned signatory as provided in Section 16 shall be deemed in full force and effect as to the new Agreement.

## **2. CURRENT PRICE SCHEDULE:**

• **Flat-Rate Plan:** \$99.95 per month per login

Includes 3 local/toll free numbers, 2000 call minutes, unlimited text messages, \*flat-rate searches, 3 email addresses, unlimited recorded calls and send/receive fax.

Additional local/toll free #'s: 0 to 200 = \$5.00 per #, 200+ = \$3.00 per #

Each number includes 1 email address

Call minutes can be used for number scrubs and scheduled calls

- API Integration: \$19.95 per login
- Taxes not included
- Additional call minutes can be purchased

\*see #18, EXCESSIVE SEARCHES CHARGES

**3. TERM & TERMINATION:** The term of this Agreement shall be month-by-month from the date of execution. Customer will remain liable for payment of services during the month of termination, and Belles Camp will not refund all or any portion of payments made by Customer prior to termination.

Notice of termination not accompanied by payment in full for services through the month of termination is of no force or effect; termination requires payment for services through the month of termination. In addition, Belles Camp may terminate this Agreement at any time with or without cause. Belles Camp will not refund all or any portion of payments made by Customer prior to termination.

**4. GOVERNMENTAL CHARGES:** In addition to Belles Camp's right to change its price schedule without notice, Belles Camp may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to, Taxes, Universal Service funding, Primary Interexchange Carrier Charge cost recovery, and compensation payable to pay phone service providers for use of their pay phones to access Belles Camp's service.

**5. PAYMENT:** Customer agrees to pay Belles Camp for all services in the form of a Credit Card. In the event that Belles Camp is unable to complete the electronic transfer to receive customer payment, Belles Camp will make every reasonable effort to contact Customer to resolve the problem with the Customer within a period of three (3) days from the invoice due date. Amounts that cannot be collected electronically shall be considered past due, and Customer agrees to pay a late payment charge of \$25.00. Customer must give Belles Camp written notice of a dispute with respect to Belles Camp charges or application of taxes within three (3) business days of the date of an Invoice, or such Invoice shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by Belles Camp in collecting, or attempting to collect, any charges owed hereunder. Customer's payment for Belles Camp's services constitutes Customer's representation, warranty and agreement that the services provided by Belles Camp during the subject billing period were satisfactory and acceptable to the Customer in all respects.

**6. TERMINATION BY BELLES CAMP:** In addition to Belles Camp's termination rights under paragraph 3, in the event Customer fails to pay an Invoice within three (3) days of invoice due date, Belles Camp may issue a notice of default, and may discontinue service and/or

terminate this Agreement in the event Customer has not fully paid all undisputed Invoices. In addition, Belles Camp may discontinue service and/or terminate this Agreement immediately upon notice to Customer if Customer provides false information to Belles Camp regarding the Customer's identity, creditworthiness, or its planned use of the Services. Belles Camp may discontinue service immediately, without notice, if interruption of service is necessary to prevent or protect against fraud or otherwise protect Belles Camp's personnel, facilities or services. Customer acknowledge and agree that if Belles Camp disables Customer's access to the System, Customer may be prevented from accessing the System, Customer's account details and/or any files or other content which is contained in Customer's account. If this Agreement is terminated by Belles Camp, all the remaining provisions shall continue in full force and effect.

**7. TRADE SECRETS AND CONFIDENTIAL INFORMATION:** Customer acknowledges and agrees that Belles Camp (or Belles Camp's licensors) own all legal right, title and interest in and to the System, including any intellectual property rights which subsist in the System (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Belles Camp provides the System to Customer solely for Customer's individual lawful use of same for its intended purposes. Customer agrees that during the term of this Agreement and for a period of three (3) years following its termination that: (i) Customer may not modify, rent, lease, loan, reproduce, duplicate, copy, sell, trade or resell, distribute or create derivative works based on the System or its software or any part thereof; and (ii) Customer may not create a derivative work of, reverse engineer, decompile, disassemble or otherwise attempt to extract the source code of the System or its software or any part thereof and Customer may not lend, assign (or grant a sub-license of) Customer's rights to use the System, grant a security interest in or over Customer's rights to use the System, or otherwise transfer any part of Customer's rights to use the System. Customer may not at any time use any of Belles Camp's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Customer acknowledges and agrees that this is a contract, inter alia, to protect Belles Camp's trade secrets within the meaning of Colorado Revised Statute (CRS) 7-74-101 and 8-2-113(b). Accordingly, in addition to any other remedy available at law or in equity, Belles Camp shall be entitled to injunctive relief in order to prohibit the violation or threatened violation of this paragraph 7 by Customer without the necessity of demonstrating actual monetary damage, and without the necessity of posting a bond or other security.

**8. NON-SOLICITATION AND NON-COMPETITION:** During the term of this Agreement and for a period of three (3) years thereafter Customer agrees that it will (a) not solicit any customer or prospective customer of Belles Camp for employment or the provision of services offered by Belles Camp or similar to the services offered by Belles Camp to such customer or prospective customer, nor will Customer (b) engage, hire, partner or employ any employee, consultant or contractor to Belles Camp, nor will Customer (c) solicit any employee, consultant or contractor to Belles Camp to terminate their position with Belles Camp, nor will Customer (d) compete with Belles Camp in offering of Belles Camp's services or System to customers, prospective customers or third parties. Customer acknowledges that the burdens imposed by this paragraph 8 are reasonable, not burdensome, and do not impose a hardship on Customer. Likewise, Customer acknowledges that the covenants of Customer contained in this paragraph 8 comprise a material inducement to Belles Camp's execution of this Agreement and provision of services and the System to Customer, without which Belles Camp would not execute this Agreement or provide the system or services to Customer. Customer agrees that any actual or threatened breach of its obligations under this paragraph 8 may cause Belles Camp irreparable harm. Accordingly, in addition to any other remedy available at law or in equity, Belles Camp shall be entitled to injunctive relief in order to prohibit the violation of this paragraph 8 by Customer without the necessity of demonstrating actual monetary damage, and without the necessity of posting a bond or other security. Customer expressly waives the requirement that Belles Camp post a bond in order to obtain said injunctive relief. Customer acknowledges and agrees that this is a contract, inter alia, to protect trade secrets within the meaning of CRS 8-2-113(b).

**9. RESPONSIBILITY:** Customer agrees to use the BellesLink service in a responsible

and professional manner. Customer agrees that it will not engage in any activity that interferes with or disrupts the System (or the servers and networks which are connected to the System). CUSTOMER IS SOLELY RESPONSIBLE FOR THE LAWFUL USE OF BELLES CAMP'S PRODUCTS AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE RULES, REGULATIONS AND BEST PRACTICES, FEDERAL, STATE AND LOCAL GOVERNMENTAL REGULATIONS, INCLUDING (BUT NOT LIMITED TO) THE FAIR DEBT COLLECTION PRACTICES ACT, THE TRUTH IN CALLER ID ACT OF 2009, THE TRUTH IN LENDING ACT, ALL APPLICABLE FEDERAL TRADE COMMISSION RULES AND REGULATIONS, THE CONSUMER CREDIT PROTECTION ACT, THE FAIR CREDIT REPORTING ACT, THE GRAMM-LEACH-BLILEY ACT, MOBILE MARKETING ASSOCIATION U.S CONSUMER BEST PRACTICES GUIDELINES, CTIA (www.ctia.org) INTER-CARRIER MESSAGING FEATURE SET & INTERFACES, THE DO NOT CALL REGISTRY, THE TELECOMMUNICATIONS ACT OF 1996, AND ALL APPLICABLE OPT-IN/OPT-OUT RULES, REGULATIONS, AND REQUIREMENTS. CUSTOMER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD BELLES CAMP HARMLESS FROM ANY LOSS, CLAIM,

LIABILITY, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS FEES), INCLUDING PUNITIVE OR EXEMPLARY DAMAGES, ARISING FROM CUSTOMER'S BREACH OF THIS AGREEMENT OR FROM CUSTOMER'S USE OF THE SYSTEM, OR OF BELLES CAMP'S PRODUCTS OR SERVICES. In the event of any such indemnification, Belles Camp shall also be entitled to recover reasonable compensation for all time spent by all Belles Camp employees and agents arising from Customer's breach of this Agreement or from Customer's use of the System, or of Belles Camp's products or services.

**10. DISCLAIMER OF WARRANTIES:** BELLES CAMP PROVIDES THE SYSTEM "AS IS AND WITH ALL FAULTS". BELLES CAMP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SYSTEM, ANY BELLES CAMP SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. BELLES CAMP SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER EXPRESSLY UNDERSTAND AND AGREE THAT CUSTOMER'S USE OF THE SYSTEM IS AT CUSTOMER'S SOLE RISK AND THAT THE SYSTEM ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, BELLES CAMP, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY CUSTOMER AS A RESULT OF CUSTOMER'S USE OF THE SYSTEM WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SYSTEM WILL BE CORRECTED.

**11. DISCLAIMER OF CERTAIN DAMAGES:** BELLES CAMP SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF BELLES CAMP KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

**12. LIMITATION OF LIABILITY:** THE TOTAL LIABILITY OF BELLES CAMP TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER, OR (B) THE AMOUNT PAID BY CUSTOMER TO BELLES CAMP UNDER THIS AGREEMENT FOR THE ONE (1) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**13. GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement is made in the State of Colorado, County of Eagle and shall be construed and enforced under and according to the laws of the State of Colorado, without regard to its choice of laws rules. Customer and Belles Camp stipulate and agree that the exclusive jurisdiction and venue for any dispute arising under this Agreement shall be in the District Court for the County of Eagle, Colorado, and Customer and its guarantor hereby submit themselves to the jurisdiction of said court. Provided, however, that nothing herein shall preclude Belles Camp institution of legal proceedings in any other state in which Customer or its guarantor maintains offices, facilities or assets at any time.

**14. NOTICE:** All notices (including Customer's notice of disconnect), requests, or other communications may be in writing, transmitted via overnight courier, electronic mail, website posting, hand delivery, certified or registered mail, postage prepaid and return receipt requested at the parties addresses. Notices will be deemed to have been immediately after transmission, if by Belles Camp LLC, and after receipt, if by Customer. Any cancellation of service will be effective after the last day of the calendar month of the date of such notice. For this clause "written notice" shall include any postings on the Belles Camp website.

To Belles Camp:  
email: [customerservice@bellescampa.com](mailto:customerservice@bellescampa.com)

Postal address:  
Belles Camp Communications LLC  
P.O. Box 4086  
Eagle, CO 81631-4086

To Customer: At the address provided on the attached Customer Sign-up Page:  
<https://www.bellescampa.com/signup/signup.aspx>.

**15. ENTIRE AGREEMENT:** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings

or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

**16. AUTHORITY AND PERSONAL GUARANTEE:** The undersigned signatory on behalf of Customer warrants and represents that he/she has authority to execute this Agreement on behalf of Customer and to bind Customer to the terms and conditions hereof. In order to induce Belles Camp to enter into this Agreement with Customer, the undersigned signatory on behalf of Customer hereby personally guarantees the performance of all Customer's obligations hereunder, including, without limitation, the payment obligations of Customer. This personal guaranty shall remain in full force and effect until the earlier of (a) payment in full of all sums due Belles Camp from Customer or (b) Belles Camp's receipt of written notice from said signatory that the aforesaid personal guaranty is terminated (which shall be an event of default hereunder, unless a substitute guarantor acceptable to Belles Camp is provided).

**17. HEADINGS FOR CONVENIENCE ONLY:** The paragraph and sub-paragraph headings herein are for the convenience of the parties only, and shall not be used in the interpretation of this Agreement.

**18. EXCESSIVE SEARCHES CHARGES:** Customer agrees that it will pay .95¢ per hit for excessive searches. Excessive searches are defined as an unusually high number of searches as compared to the rest of Belles Camp's customers. Belles Camp agrees to contact Customer first, and make them aware of excessive searches, before imposing any excessive searches charges.

**19. SINGLE USER LICENSE AGREEMENT.** Customer agrees that it has a single user license to BellesLink's services. Customer agrees that it will not share the BellesLink login, for any reason. Customer agrees that sharing the BellesLink login will cause harm to Belles Camp LLC and is therefore responsible for any and all damages, fees and costs, resulting from sharing the BellesLink login or enforcing the Single User License agreement.

**20. ENFORCEMENT COSTS:** If any action in law or in equity, including an action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Agreement, Belles Camp, if it is the prevailing party, shall be entitled to all of its actual attorney's fees and costs in prosecuting or defending that action.

**21. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, all the remaining provisions shall never the less continue in full force and effect.

**22. RESTRICTIONS ON USE OF TELEPHONE NUMBER:**

(1) Customer has use of the telephone number and billing information for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction;

(2) Customer is prohibited from reusing or selling the telephone number or billing information without first (i) Notifying the originating telephone subscriber and, (ii) Obtaining the affirmative consent of such subscriber for such reuse or sale; and,

(3) Customer is prohibited from disclosing, except as permitted by paragraphs (1) and (2) of this section, any information derived from the automatic number identification or charge number service for any purpose other than (i) Performing the services or transactions that are the subject of the originating telephone subscriber's call, (ii) Ensuring network performance security, and the effectiveness of call delivery, (iii) Compiling, using, and disclosing aggregate information, and (iv) Complying with applicable law or legal process

**23. NOTICE OF SUBPOENA AND/OR REQUEST FOR RECORDS:** If Belles Camp receives a subpoena and/or a request for your customer records, we will notify you immediately.

**24. ADDITIONAL ATTACHMENTS:** This Agreement incorporates the following Attachment: Customer Sign-up Page: <https://www.bellescampa.com/signup/signup.aspx>.

**Contact BellesLink sales and customer service at:**

[www.belleslink.com/contact-us/](http://www.belleslink.com/contact-us/)

[sales@belleslink.com](mailto:sales@belleslink.com)

[customerservice@bellescampa.com](mailto:customerservice@bellescampa.com)

970.328.0400

