

MSW Enterprises Inc

TERMS OF SERVICE

Dba: Newtown Answering Service, Flemington Answering Service,
Lancaster Answering Service, Lafayette Answering Service,
Cunningham Communication Services, Nauset Answering Service

1. Parties

This Terms of Service ("Agreement") is entered into between MSW Enterprises Inc ("Answering Service ") and the Client identified on the Order Form. By executing the Service Form or using the Services, the Client agrees to be bound by this Agreement. All Agreements can be found at <https://NewtownAnswering.com> Electronic signatures, emailed Communications or Written Authorizations shall have the same legal effect as original signatures.

2. Period of Service

The Answering Service shall begin providing Telephone Answering Services as soon as reasonably practicable after the Client has satisfied all onboarding requirements, including (1) execution of **SERVICE SUBSCRIPTION FORM** and (2) receipt of one of the following: a Credit Card Payment Authorization, Bank Account Payment Authorization, or Paper Check Payment Agreement. The Answering Service shall have no liability or responsibility for commencing or continuing services until all required documentation and payment arrangements have been received and approved. This Agreement shall remain in effect until terminated by either party in accordance with the termination provisions of this Agreement.

In the event that the name or address of either the Answering Service or the Client changes, the affected party shall notify the other in writing as soon as reasonably practicable. Pricing set forth in this Agreement shall remain valid for thirty (30) days from the date of this Agreement.

3. Service

The Answering Service will provide Telephone Answering Services ("TA Services") to the Client, which will consist of the receiving and answering of telephone calls for the Client, when properly transferred and forwarded by the Client to the Answering Service, and responding to and forwarding of these telephone calls in accordance with information supplied in writing by the Client. This information can be supplied to the Answering Service by mail, facsimile, or e-mail and the Client will be fully responsible for the correctness and accuracy of all information. The Answering Service shall be entitled to rely on the information supplied by the Client, including, but limited to, telephone numbers, emails, names of persons to whom the calls should be referred, the hours when the persons are to receive forwarded telephone calls and all other items of information used in the performance of TA Services by the Answering Service. The Answering Service shall not be required or have a duty to inquire as to any of the information supplied by the Client.

This Agreement shall continue in force unless and until the Answering Service provides written notice to the Client of termination of this Agreement. This Agreement shall also continue in force unless and until the Client provides written notice to the Answering Service of termination of this Agreement no less than thirty (30) days prior to the effective date of termination of all TA Services and only after the term of the contract.

4. Added Value Services

Added value services shall be defined as any service that is not included in the description of services on the Service Subscription Form. They may include but not limited to Call Reports, Patching, Text Messaging, Recording of Calls, Archiving of Messages, Electronic Protected Health Information storage service, Excessive Account Changes, Programming Fees, etc. These value added services will be billed according to MSW Enterprises Inc's standard price list which may be requested at any time. If services include Protected Health Information, the parties shall execute a Business Associate Agreement ("BAA"), which is incorporated herein by reference. With respect to the **Electronic Protected Health Information storage service**, to meet HIPAA/HITECH regulations, Answering Service shall store messages for a period of 7 years so long as The Client is a current customer of Answering Service and The Client has purchased the Electronic Protected Health Information storage service. The EPHI storage service will be automatically added to all medical accounts. The client may opt out of this service by signing the EPHI Opt Out agreement. If The Client Opt Out of the Electronic Protected Health Information storage

service it is The Clients responsibility to store messages in accordance with HIPAA/HITECH statutes. Should The Client discontinue services with Answering Service there is a fee to keep Electronic Protected Health Information storage service active. Answering Service shall not be liable if The Client does not purchase the Electronic Protected Health Information storage service and does not store the Messages themselves per HIPAA/HITECH statutes. These Terms of Service may change from time to time. By forwarding calls to the Answering Service, Client agrees to Answering Service's Terms of Service which can be found at <https://NewtownAnswering.com>.

5. Fees and Charges

There shall be an initial Setup Charge outlined in our Services Fees Document, unless waived, payable by the Client upon signing this Agreement along with the prorated Period Recurring Fee selected. Thereafter, the Client shall pay the agreed charges set forth on the Service Subscription Form each period. There is a Holiday Fee added to all accounts for the following 7 Holidays, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. Agent Time includes live conversation time, required documentation, after-call work, message processing, and any other time reasonably required to complete the interaction. Agent Time shall be calculated as follows, Live Agent Talk Time with a 30 second minimum and 15 second rounding + Wrap Time not to exceed 30 seconds. The rates set forth in the Service Subscription Form are subject to change by the Answering Service, upon 28 days prior written notice to the Client. If the Client terminates this Agreement prior to satisfying any applicable minimum commitment, the Client shall pay an early termination fee equal to three (3) months of the recurring base service charges or \$300.00, whichever is greater.

6. Terms of Payment

All statements or invoices by the Answering Service to the Client are **Due Upon Receipt** and are considered past due after 28 days. If the Client disputes any portion of the statement, the Client must bring the dispute to the attention of the Answering Service in writing within 15 days of the date of the statement. Failure of the Client to send a written notice of dispute within this time period shall be deemed a waiver by the Client of the right to dispute any portion of the statement. If the dispute relates to a portion of the statement, the Client shall be required to make payment of the undisputed balance within the time period set forth above. Invoices that are past due shall incur a 3% late fee.

If the Client fails to make payment of the statement within the time period set forth above, the Answering Service shall have the right, at its sole discretion, to suspend or terminate all TA Services immediately without warning. TA Services which are suspended or terminated for nonpayment shall be subject to a reconnection charge of \$149.00 and an additional deposit of \$300.00 or 1 period's base rate whichever is greater. The Client shall be responsible for payment of all TA Services up to the time of suspension or termination and for payment of a late charge of three percent (3 %) per month on any unpaid overdue balances. The Answering Service shall have the right to apply the deposit to any unpaid balances, but the Client shall remain responsible for payment of any amounts in excess of the deposit, plus late charges on such amounts. The Answering Service also has the right to charge any outstanding balances plus a three percent (3%) convenience fee to Client's credit card on file or withdraw funds from bank account on file. Should account remain unpaid after attempts to charge credit card or withdraw fund from bank account Client's account will be given to a collection agency. Client will be responsible for any and all collection agency and legal fees.

7. Illegal Use

The Client represents and warrants that the TA Services will not be used for any illegal purpose. If the Answering Service becomes aware that the TA Services are being used for any illegal purpose or client's employees use abusive behavior toward employees, the Answering Service shall have the right to suspend or terminate all TA Services IMMEDIATELY, without any prior written or oral notice to the Client. The Client shall be responsible for payment of all TA Services up to the time of suspension or termination and the Answering Service shall have the right to apply the deposit to any unpaid balances.

8. Confidentiality

The Answering Service shall treat all messages as confidential and shall not intentionally disclose any messages to any unauthorized person or organization. However, the Answering Service shall not be responsible for any inadvertent disclosure and shall have the right to cooperate with all law enforcement agencies or organizations and may disclose to them whatever information is requested pursuant to the performance of their official duties, without prior notice to the Client of such requests. The Answering Service may monitor or record telephone calls for quality assurance, training, compliance, dispute resolution, system testing, security, fraud prevention, and other legitimate business purposes, or as otherwise permitted by applicable law. The Client is solely responsible for providing any notices and obtaining any consents required under applicable federal, state, or local laws regarding the recording or monitoring of telephone calls. The Client

agrees to indemnify and hold the Answering Service harmless from any claims arising from the Client's failure to provide required notice or obtain required consent. By forwarding calls to the Answering Service, the Client represents that it has obtained all required permissions to allow such recording or monitoring. By providing your number, you and your employees are agreeing to receive SMS messages from The Answering Service, Message frequency may vary and Msg & Data rates may apply. Reply STOP to unsubscribe. No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All other categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

9. Service Availability

The Answering Service utilizes a highly redundant infrastructure designed to provide reliable, continuous operation. While service interruptions are extremely rare, the Client acknowledges that no communications system can guarantee uninterrupted, error-free, or continuous operation. From time to time, the Answering Service may perform routine maintenance, upgrades, security updates, testing, or other improvements that could require brief service interruptions or reduced functionality. Whenever commercially reasonable and practical, such maintenance will be performed during periods of historically low call volume to minimize customer impact.

The Answering Service will use commercially reasonable efforts to provide reliable service twenty-four (24) hours per day. Client acknowledges that service availability depends upon telecommunications carriers, internet service providers, utility providers, cloud infrastructure, client equipment, and other third-party services beyond the Answering Service's reasonable control. Accordingly, the Answering Service does not guarantee uninterrupted, error-free, or continuous operation.

10. Limitation of Liability

The Answering Service shall not be liable for any acts, errors, or omissions by it or its employees or agents, except for conduct which is adjudicated to be grossly negligent or intentional. The Answering Service's entire liability to the Client as to damages for, based upon, or in connection with, either directly or indirectly, TA Services provided or which should have been provided by the Answering Service to or on behalf of the Client shall not exceed the fees and costs payable by the Client to the Answering Service for the payment period in which the conduct giving rise to the claim took place.

Notwithstanding the above, in no event shall the Answering Service or its employees or agents be liable to the Client for (a) any incidental or consequential damages, including, but not limited to, any lost profits or revenues arising either directly or indirectly from the performance, or failure to perform, any TA Services; (b) any punitive, exemplary, or multiplied damages; (c) any damages for, based upon, or arising out of any natural disasters, weather conditions, civil disturbances, material shortages, electronic or mechanical failures, or problems with or the interruption of telephone service.

11. Indemnification

The Client agrees to defend, indemnify and hold the Answering Service and its employees and agents harmless as against any and all liabilities, losses, damages, injuries, claims, suits, judgments, settlements, awards, costs, charges and expenses, including, but not limited to, any fees, costs, charges and expenses incurred by the Answering Service for investigation, defense and resolution, for, based upon, or arising out of the performance or failure to perform any TA Services under or pursuant to this Agreement.

12. Force Majeure

The Answering Service shall not be liable for delays or failures resulting from acts of God, weather events, power failures, labor disputes, cyberattacks, internet outages, governmental actions, terrorism, pandemics, or any event beyond its reasonable control.

13. Ownership and Property Rights

All technologies, software, hardware, operating applications, procedures, scripts, telephone numbers, or other materials of any nature or type prepared, furnished, or utilized by the Answering Service, other than those items furnished by the Client to the Answering Service, shall be considered the sole and exclusive property of the Answering Service and shall be retained by the Answering Service upon the termination of this Agreement. Any telephone number given to client for the use of forwarding calls to hereafter referred to as "forwarding number" shall be deemed private and confidential. The forwarding number is only to be used to forward clients' public telephone numbers. Any other use of this number such as, printed materials, voice machine, verbal communications, or any other communication other than to client's employees will constitute a breach of this provision and client will be subject to a fee of \$1,500.00.

14. Reports and Statistical Information

The Answering Service may be requested by the Client from time to time to furnish reports or statistical information to the Client regarding aspects of the TA Services being performed. The cost to prepare and furnish such reports and statistical information is not included within the amount specified above as charges for the TA Services. Therefore, the Answering Service will advise the Client of the cost to be charged for the reports and statistical information and obtain the consent of the Client before preparing and providing same to the Client. The Answering Service does not make any guarantees, warranties, or representations as to the accuracy of the reports and statistical information so provided.

15. Assignment

This Agreement is binding on the parties hereto and their respective successors and assigns. Neither the Client nor the Answering Service shall assign its rights, duties, or obligations under this Agreement without the written consent of the other party.

16. Notices

Any notices required to be given by the terms of this Agreement shall be sent by Certified Mail, return receipt requested, or by FedEx/UPS with signature requested, at the address set forth on the Service Subscription Form. Alternatively, notice can be given by fax or e-mail, if the party to whom notice is being given has previously provided such fax number or e-mail address to the other party and has confirmed in writing that the fax number or e-mail address can be used for notice purposes under this Agreement.

17. Severability

No term or provision of this Agreement that is determined by a court of Competent Jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this Agreement. Any term found to be invalid or unenforceable shall be deemed as severable from the remainder of the Agreement.

18. Independent Contractor

Nothing contained in this Agreement shall be construed or interpreted by the parties hereto, or by any third party, as creating a relationship of principal and agent, partnership, joint venture, or any other relationship between the Answering Service and the Client, other than that of independent contractors contracting for the provision and acceptance of Services. Each party will be responsible for hiring, supervising, and compensating its own employees and for providing benefits to and withholding taxes for such employees.

19. Dispute Resolution

In the event of a dispute under this Agreement, the parties shall, as their sole remedy, be required to follow the following steps:

1. The parties, through executive officers with authority to resolve disputes, shall meet and seek to negotiate a resolution of the dispute within thirty (30) days of the giving of written notice of a dispute to the other party.
2. If negotiations in step one above are unsuccessful in effecting a resolution, the parties shall be required to engage in non-binding mediation, to be held within sixty (60) days of the conclusion of the thirty day negotiation period. Such mediation and/or arbitration will take place in **Bucks County, Pennsylvania** and shall be before an independent mediator jointly by the parties. If the parties cannot come to agreement on the identity of the mediator, the selection shall be pursuant to the mediation rules of the American Arbitration Association.
3. If mediation pursuant to step two above is unsuccessful in effecting a resolution of the dispute, the parties shall initiate binding arbitration pursuant to the rules of the American Arbitration Association.

20. Governing Law

This Agreement shall be deemed to have been executed in the State of Pennsylvania and shall be interpreted, construed, and enforced in accordance with, and governed by, the laws of the State of Pennsylvania.

21. Entire Agreement

This Agreement represents the entire Agreement of the parties to this Agreement and supersedes all negotiations, representations, prior discussions, or preliminary agreements between the parties. No statements, warranties, or representations of any kind that are not contained in this Agreement shall in any way bind the parties. This Agreement can only be changed or modified by a writing signed by all of the parties to this Agreement.

MSW Enterprises Inc.

Privacy Policy

1. Purpose

MSW Enterprises Inc. ('MSW') respects your privacy and protects information entrusted to us while providing telephone answering, messaging, software, and related services.

2. Information We Collect

Business and contact information, telephone numbers, emails, call and message content, recordings, SMS communications, billing information, IP addresses, device information, and website usage information.

3. How We Use Information

To provide services, authenticate users, process payments, deliver messages, provide support, maintain security, comply with legal obligations, and improve our services.

4. Information Sharing

We do not sell or rent Client information. Information is shared only with service providers, when required by law, to protect legal rights, or with Client authorization. Mobile numbers and SMS consent are never shared for marketing.

5. Data Security

We maintain commercially reasonable administrative, technical, and physical safeguards. No system can be guaranteed completely secure.

6. Data Retention

Information is retained only as necessary for service delivery, legal compliance, dispute resolution, and contractual obligations.

7. HIPAA

Where applicable, Protected Health Information is governed by a Business Associate Agreement (BAA).

8. Client Responsibilities

Clients are responsible for the accuracy of information provided and for obtaining legally required communication consents.

9. Changes

Continued use of the Services constitutes acceptance of any revised Privacy Policy.

10. Contact

MSW Enterprises Inc. and it's doing business as affiants - www.NewtownAnswering.com

MSW Enterprises Inc.

End User License Agreement (EULA)

1. License Grant

MSW grants a limited, non-exclusive, non-transferable, revocable license to use software and portals provided with the Services.

2. Ownership

All software, documentation, APIs, workflows, trademarks, databases, and intellectual property remain the exclusive property of MSW.

3. Acceptable Use

The Client shall not reverse engineer, copy, redistribute, sublicense, misuse, or use the software for unlawful purposes.

4. User Accounts

The Client is responsible for protecting account credentials and all activity under its accounts.

5. Updates

MSW may modify, update, or discontinue features at any time, including security and maintenance updates.

6. Availability

Availability is subject to the Terms of Service. Temporary interruptions may occur during maintenance or events beyond MSW's control.

7. Warranty Disclaimer

The Software is provided 'AS IS' and 'AS AVAILABLE' except as required by applicable law.

8. Limitation of Liability

The Limitation of Liability provisions contained in the Terms of Service are incorporated by reference.

9. Termination

This license terminates when Services terminate or this Agreement is violated.

10. Governing Law

This Agreement is governed by Pennsylvania law.

11. Entire Agreement

This EULA supplements the Terms of Service. If a conflict exists, the Terms of Service controls.