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## myVoice (VOIP) Terms of Service

By establishing an account or using the Services of Wheatland Electric Cooperative, dba Wheatland Broadband Services you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Customer Agreement, and other policies as posted on the Wheatland Broadband Website. The following terms and conditions shall apply to all customers subscribing to Wheatland Broadband myVoice (VoIP) Service. This Agreement is part of and shall be incorporated into the Customer Agreement, Acceptable Use Policy and other company policies. In utilizing Wheatland Broadband myVoice Service, customer agrees to adhere to the terms and conditions of all WBS Policies and Agreements. Changes to this agreement will be posted on the Wheatland Broadband Website. In the event of an inconsistency or conflict with this Agreement, the provisions of this Agreement posted on the Wheatland Broadband website shall govern.

**911 Disclosure:** VOIP 911 services is different from traditional 911 but is a safe and reliable means of emergency dialing that may differ depending on where you are located when using your VoIP service. Most of our customers have access to either basic 911 service or E911 (enhanced 911) service. With basic or traditional 911 services local emergency operators answering may not see your VoIP phone number or your registered address. They will ask for your phone number and address and will need you to be able to provide the information, so they can assist you. With E911 service your registered address is sent to the emergency center serving your area. Not all emergency centers are equipped to accept E911 calls. For each phone line you must register a physical address with us. If you move it is your responsibility to notify Wheatland Broadband of the new physical address. Please make sure that the physical address on your application is the correct physical address where your phone will most often be used. If you do not provide us with the proper address and require the use of emergency services, your 911 calls may be sent to a center near your old address. VoIP adapters do not work without power. In the event of a power outage, your phone service may not work. 911 surcharges will be charged on your monthly statement.

**Service Distinctions:** VoIP service is not a telecommunications service. This service is subject to different regulatory treatment than telecommunications service. Events beyond our control may affect your service such as power outages, fluctuations in internet, and outages/issues with upstream backbone providers, etc. This service does not support 0+ or operator assisted calling, including collect calls, third party billing calls, 900 or calling card calls. Our service may not support x11 services in all calling areas (211, 411, etc). Depending on where you live directory listings may or may not be available for customers who obtain new phone numbers through Wheatland Broadband. However, local numbers that have been ported from another provider may be listed with directory services. Non-Voice Equipment does not always communicate with VoIP service. You acknowledge that our service may not be compatible with all non-voice communications equipment, including, but not limited to home security systems, satellite television systems, fax machines, computer modems, medical equipment, etc. By signing up for this service through Wheatland Broadband you waive all claims against interference or disruption of these services and equipment. We do not guarantee the service of modems and faxes over the VoIP system. Some devices work fine communicating with this type of service while others do not. We always communicate with law enforcement and government agencies. If it is believed that you have used our service or device for an unlawful purpose, we may forward the relevant communication and other information including your identity to the appropriate authorities for investigation and prosecution. When asked, we may disclose your name, phone number, credit

information and other personal information about your account, use of service, length of service, IP address, etc.

**International Calling:** Current service plans include calling to the United States and Canada. International calling plans can be requested. Call our office for details.

**Overage of minutes:** Charges of up to \$0.05 per minute will be applied to any account exceeding their plans minute per month cap. Partial minutes are rounded up to the next full minute.

**Devices:** If you opt to rent a device from us, we will warranty the equipment as long as you have service with us and the equipment has not been tampered with or damaged. Replacement credits/fees for non-functioning rental equipment will be at the sole discretion of Wheatland Broadband. If you opt to purchase the device the manufacturer's warranty will cover the equipment for a limited amount of time. In the event of a problem with the device, you are responsible for the charges to replace the device.