

NU-TEL COMMUNICATIONS OF NJ, INC.

SERVICE TERMS & CONDITIONS

Version 4 - August 2026

Business Telecommunications, VoIP, SIP, Hosted Telephone, Cloud Communications and Related Services

IMPORTANT CONTRACT NOTICE

These Terms contain provisions concerning service commitments, automatic renewal, cancellation, early termination charges, E911 limitations, payment obligations, limitations of liability, and New Jersey governing law. Customer should review the complete Agreement before acceptance.

Nu-TEL Communications of NJ, Inc.

376 Hollywood Ave, STE 208
Fairfield, NJ 07004
973-227-9664

SERVICE TERMS & CONDITIONS

These Service Terms & Conditions ("Terms"), together with the applicable Sales Agreement, Order, Proposal, Service Order, pricing schedule, and any other documents expressly incorporated by reference (collectively, the "Agreement"), constitute the entire agreement between **Nu-TEL Communications of NJ, Inc. ("Nu-TEL")** and the customer identified in the applicable Sales Agreement or Order ("Customer").

The Agreement supersedes all prior discussions, proposals, representations, agreements, and understandings concerning the Services covered by the Agreement. Customer represents that the individual signing or accepting the Agreement has authority to bind Customer.

1. SCOPE OF SERVICES

These Terms apply to telecommunications, Voice over Internet Protocol ("VoIP"), SIP, hosted telephone, cloud communications, telephone equipment, software, licensing, connectivity, number-porting, professional, technical, and related services ("Services") provided by Nu-TEL.

The specific Services, equipment, quantities, pricing, installation charges, recurring charges, and committed Service Term shall be identified in the applicable Sales Agreement, Order, or Proposal.

2. CUSTOMER REPRESENTATIONS AND RESPONSIBILITIES

Customer represents and warrants that: (1) Customer possesses the legal authority and ability to enter into the Agreement; (2) the individual executing the Agreement is authorized to act on Customer's behalf; (3) all company, billing, service-location, telephone-number, E911, contact, and payment information provided to Nu-TEL is complete and accurate; and (4) the Services are being acquired primarily for business and commercial purposes.

Customer shall promptly notify Nu-TEL of changes to its physical addresses, E911 locations, billing information, email addresses, contacts, payment methods, and other information necessary to provide the Services. Customer acknowledges that Nu-TEL relies upon the accuracy of information supplied by Customer, particularly information used for E911 and number-porting purposes.

3. ACCEPTANCE OF AGREEMENT AND ORDERS

Customer's execution or electronic acceptance of a Sales Agreement, Order, or Proposal constitutes Customer's offer to purchase the Services described therein.

An Order becomes binding when accepted by Nu-TEL. Nu-TEL may evidence acceptance by signing the applicable Order, accepting Customer's initial payment, ordering equipment or services specifically for Customer, commencing engineering or configuration work, submitting number-porting requests, provisioning Services, or otherwise beginning performance of the Order.

Once accepted by Nu-TEL, Customer's contractual commitment becomes binding regardless of whether installation, implementation, activation, equipment delivery, number porting, commencement of billing, or actual use of the Services has occurred.

4. SERVICE TERM

The committed Service Term shall be the period specified in the applicable Sales Agreement or Order. Unless otherwise specified, the minimum initial Service Term is twelve (12) months.

For purposes of measuring the actual Service Term and determining renewal dates, the Service Term shall commence when the Services are substantially functional and available for Customer's use. However, Customer's contractual obligations, including Customer's obligations concerning cancellation and Early Termination Charges, become effective upon Nu-TEL's acceptance of the applicable Order and are not contingent upon commencement of the Service Term.

Unless otherwise stated in the applicable Order, the Agreement shall automatically renew for successive terms of the same duration, subject to applicable law, unless Customer provides Nu-TEL with written notice of non-renewal at least sixty (60) days before expiration of the then-current Service Term.

5. USE OF SERVICES

Customer shall not use the Services for any unlawful, fraudulent, abusive, threatening, deceptive, malicious, or unauthorized purpose. Prohibited uses include illegal or fraudulent communications; unauthorized Caller ID manipulation or spoofing; transmission of viruses, malware, spyware, or other harmful software; unlawful unsolicited communications or spam; unauthorized access to systems or networks; and any use prohibited by applicable federal, state, or local law. Nu-TEL may suspend or terminate Services used in violation of this Section.

6. NUMBER PORTING

Customer authorizes Nu-TEL and its carriers or vendors to process telephone-number transfers requested by Customer. Customer represents that it has authority over all telephone numbers submitted for porting and agrees to provide accurate information, account numbers, PINs, Letters of Authorization, Customer Service Records, and other information reasonably required to complete number transfers.

Customer acknowledges that telephone-number porting involves third-party carriers and is not entirely within Nu-TEL's control. Nu-TEL shall make commercially reasonable efforts to facilitate requested ports but does not guarantee completion dates or the portability or availability of any telephone number.

Customer remains responsible for terminating services with its previous carrier after confirming successful completion of applicable number transfers. Nu-TEL cannot terminate Customer's contractual obligations with another provider.

Porting a telephone number away from Nu-TEL does not constitute cancellation of the Agreement or stop billing. Customer must separately provide Nu-TEL with written cancellation or non-renewal notice as required by the Agreement.

Nu-TEL may charge a port-out administrative fee for each telephone number removed from its network. Current fees shall be disclosed on the applicable Order, invoice, or then-current fee schedule.

7. VOIP SERVICE AND NETWORK DEPENDENCIES

Customer acknowledges that VoIP and cloud-based telecommunications services differ from traditional wireline telephone service. The Services may depend upon Customer's Internet connection; Customer's local area network; electrical power; routers, switches, firewalls and other network equipment; third-party carriers; public and private IP networks; Customer-owned equipment; and other services outside Nu-TEL's direct control.

Nu-TEL will use commercially reasonable efforts to provide reliable Services but cannot guarantee uninterrupted or error-free operation where performance is affected by circumstances outside Nu-TEL's reasonable control.

8. E911 EMERGENCY SERVICES

Customer acknowledges that E911 functionality associated with VoIP Services differs from traditional wireline telephone service. Customer is responsible for providing Nu-TEL with accurate physical-location information for all telephone numbers, extensions, devices, and locations requiring E911 registration.

Customer shall immediately notify Nu-TEL when a device, extension, telephone number, office, or user is moved to another physical location. Customer understands that moving an IP telephone, softphone, mobile application, or other device without updating its registered E911 location may cause emergency calls to be routed to an incorrect Public Safety Answering Point or may transmit an incorrect physical address.

E911 may be unavailable or impaired due to Internet outages; electrical failures; network failures; equipment failures; incorrect or outdated location information; relocation of equipment without notification to Nu-TEL; newly added or ported numbers not yet properly registered; suspension or termination of Services; or circumstances outside Nu-TEL's reasonable control.

Customer is responsible for notifying its employees and users regarding the limitations of VoIP E911 and for maintaining an alternative means of contacting emergency services when appropriate.

9. CALLING AND USAGE

Customer shall be responsible for all usage associated with Customer's account. Domestic, international, toll-free, call-forwarding, conference, usage-based, or other telephone calls may be subject to the rates and allowances stated in Customer's applicable service plan.

Where Customer's service plan includes a monthly minute allowance, usage exceeding that allowance may result in additional usage charges. If Customer consistently exceeds its contracted allowance, Nu-TEL may propose or implement an appropriate higher-capacity service plan as permitted by the applicable Sales Agreement. International calling, if enabled, may be billed separately at applicable rates.

10. ORDERS AND CHANGES

Customer may order Services by executing a Sales Agreement, Order, Proposal, Change Order, or other document accepted by Nu-TEL. Changes to an accepted Order must be approved by Nu-TEL and may result in changes to equipment, installation schedules, recurring charges, one-time charges, or the Service Term. Nu-TEL is not obligated to perform work outside the agreed scope unless authorized through a Change Order or other written authorization.

11. CANCELLATION BEFORE IMPLEMENTATION

Once an Order has been accepted by Nu-TEL, Customer may not cancel the Order without liability except as expressly provided by the Agreement or required by applicable law.

Customer acknowledges that Nu-TEL may immediately incur expenses and make commitments following acceptance, including purchasing or reserving equipment; allocating technical personnel; engineering and configuring systems; ordering software and licenses; programming equipment; performing project management; ordering carrier services; reserving telephone numbers; initiating number ports; shipping equipment; and entering into commitments with third-party providers.

Accordingly, Customer's cancellation, abandonment, repudiation, or decision not to proceed with an accepted Order, whether occurring before, during, or after implementation or activation, constitutes an Early Termination and is subject to Section 15.

12. BILLING AND PAYMENT

Customer shall pay all recurring, usage-based, equipment, installation, professional-service, tax, regulatory, and other charges specified in the Agreement. Unless otherwise stated, recurring Services are billed in advance.

Customer authorizes Nu-TEL to charge any authorized payment method maintained on Customer's account for amounts due under the Agreement. Customer shall maintain a valid payment method and promptly notify Nu-TEL of changes. A failed or declined payment does not relieve Customer of its payment obligations. Nu-TEL may suspend Services for nonpayment after providing any notice required by the Agreement or applicable law.

13. BILLING DISPUTES

Customer shall notify Nu-TEL in writing of any disputed charge within seven (7) business days after receipt of the applicable invoice or statement. The notice must identify the disputed charge and explain the basis of the dispute. Customer shall timely pay all undisputed amounts. Failure to dispute a charge within the applicable period may constitute acceptance of the charge to the extent permitted by applicable law.

14. TAXES AND GOVERNMENTAL FEES

Customer is responsible for applicable federal, state, and local taxes, regulatory assessments, Federal Universal Service Fund charges, E911 charges, administrative charges, and other applicable governmental fees. Such charges may change during the Service Term as required by governmental authorities, carriers, or applicable law. A tax-exempt Customer must provide Nu-TEL with valid exemption documentation before the applicable billing period.

15. EARLY TERMINATION AND LIQUIDATED DAMAGES

If Customer cancels, terminates, repudiates, abandons, or otherwise elects not to proceed with an accepted Order or terminates Services before expiration of the committed Service Term, Customer shall pay an Early Termination Charge as liquidated damages.

The Early Termination Charge applies before, during, or after implementation or activation.

50% x Monthly Recurring Charges x Remaining Months in the Committed Service Term

If Customer terminates before commencement of the Service Term, **the entire committed Service Term shall be considered remaining** for purposes of calculating the Early Termination Charge.

"Monthly Recurring Charges" means the contracted recurring service charges, excluding taxes, E911 assessments, Federal Universal Service Fund charges, usage-based charges, and other governmental assessments.

In addition to the Early Termination Charge, Customer shall pay: (1) all outstanding charges through the termination date; (2) one hundred percent (100%) of unrecovered equipment costs for non-returnable or special-order equipment; (3) applicable restocking charges for returnable equipment; (4) third-party carrier, software, licensing, financing, manufacturer, vendor, or cancellation charges incurred by Nu-TEL on Customer's behalf; (5) reasonable installation, engineering, programming, configuration, project-management, number-porting, shipping, and professional-service charges incurred but not previously recovered; and (6) other reasonable, documented, non-recoverable costs specifically incurred by Nu-TEL in reliance upon Customer's accepted Order.

The parties acknowledge that Nu-TEL's damages resulting from early termination may include lost revenue and profits, carrier and vendor commitments, allocated personnel, engineering resources, administrative expenses, equipment commitments, and other losses that may be difficult to determine precisely at the time the Agreement is executed.

The parties therefore agree that the Early Termination Charge constitutes a reasonable estimate of anticipated damages and is intended as **liquidated damages and compensation to Nu-TEL and not as a penalty.**

Customer shall not be responsible for an Early Termination Charge arising solely from Nu-TEL's material breach of the Agreement if Nu-TEL fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail, provided the breach is capable of cure.

16. EQUIPMENT

Equipment purchased, leased, rented, financed, or otherwise supplied in connection with the Services shall be governed by the applicable Sales Agreement. Special-order, configured, programmed, activated, licensed, or otherwise customized equipment may be non-returnable.

Returnable equipment may be subject to a restocking charge. Unless another amount is specified in the applicable Sales Agreement, the restocking charge shall be twenty percent (20%). Customer is responsible for loss of or damage to rented, leased, or Nu-TEL-owned equipment while in Customer's possession, ordinary wear and tear excepted.

17. LATE PAYMENTS

Amounts remaining unpaid after their due date may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer shall reimburse Nu-TEL for reasonable costs incurred in collecting delinquent amounts, including reasonable attorneys' fees and collection expenses, to the extent permitted by law.

18. DEFAULT

Customer shall be in default if Customer fails to pay amounts when due or materially breaches the Agreement and fails to cure the breach within the applicable cure period. For payment defaults, Customer shall have ten (10) days following written notice to cure the default unless a different period is required by applicable law.

Upon an uncured default, Nu-TEL may suspend or terminate Services and exercise remedies available under the Agreement and applicable law. If Nu-TEL terminates the Agreement due to Customer's uncured default, amounts already invoiced shall become immediately due and Customer shall also be responsible for the applicable Early Termination Charge under Section 15.

Nu-TEL shall not recover both accelerated future recurring charges and the Section 15 Early Termination Charge for the same future service period.

19. CONFIDENTIALITY

Each party shall protect confidential and proprietary information received from the other party using at least reasonable care. Confidential Information includes non-public technical information, system configurations, software, documentation, pricing identified as confidential, business information, and other information reasonably understood to be confidential.

Confidential Information does not include information that becomes publicly available through no breach of the Agreement; was lawfully known to the receiving party before disclosure; is lawfully received from a third party without confidentiality restrictions; is independently developed without use of the other party's Confidential Information; or must be disclosed pursuant to law, subpoena, or court order. Confidentiality obligations shall survive termination of the Agreement.

20. SECURITY AND TOLL FRAUD

Customer acknowledges that telecommunications systems may be subject to unauthorized access, toll fraud, compromised credentials, hacking, and other security threats. Customer is responsible for maintaining reasonable security over its networks, passwords, credentials, devices, extensions, applications, and user accounts.

Unless caused directly by Nu-TEL's gross negligence or willful misconduct, Customer is responsible for charges resulting from calls or Services originating through Customer's account, system, credentials, or equipment.

21. WARRANTIES AND SERVICE LIMITATIONS

Nu-TEL shall use commercially reasonable efforts in providing the Services. Except as expressly stated in the Agreement and to the extent permitted by applicable law, Nu-TEL disclaims implied warranties, including warranties of merchantability and fitness for a particular purpose.

Nu-TEL does not warrant that Services dependent upon the Internet, Customer's network, third-party carriers, electrical service, software providers, or other external systems will operate without interruption.

22. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST BUSINESS, ARISING OUT OF THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, CONFIDENTIALITY OBLIGATIONS, OR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NU-TEL'S AGGREGATE LIABILITY ARISING OUT OF THE SERVICES SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO NU-TEL FOR THE AFFECTED SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

23. FORCE MAJEURE

Nu-TEL shall not be liable for failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, severe weather, war, terrorism, civil unrest, labor disputes, governmental actions, electrical outages, Internet outages, carrier failures, supply-chain disruptions, cyberattacks affecting third parties, or similar events. Performance shall be excused to the extent and duration reasonably affected by such circumstances.

24. NON-SOLICITATION

During the period Nu-TEL provides Services to Customer and for twelve (12) months thereafter, Customer shall not knowingly solicit for employment any Nu-TEL employee who was materially involved in providing Services to Customer, except through a general employment solicitation not specifically directed at such employee. This provision shall apply only to the extent permitted by applicable law.

25. NOTICES AND CANCELLATION

Notices of cancellation or non-renewal must be provided to Nu-TEL in writing. A telephone-number port-out, discontinuation of use, removal of equipment, or Customer's transfer to another provider does **not** constitute notice of cancellation.

Billing continues until Nu-TEL receives the required written notice, subject to the terms of the Agreement. Notices may be delivered by email to Nu-TEL's then-current billing or administrative email address or by mail to Nu-TEL's then-current business address.

26. ASSIGNMENT

Customer may not assign or transfer the Agreement without Nu-TEL's prior written consent, which shall not be unreasonably withheld. Nu-TEL may assign the Agreement in connection with a merger, acquisition, corporate reorganization, sale of substantially all assets, or transfer to an affiliated entity.

27. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the **State of New Jersey**, without regard to conflict-of-law principles. To the extent permitted by applicable law, any legal action arising from the Agreement shall be brought in a court of competent jurisdiction located in the State of New Jersey, and the parties consent to such jurisdiction and venue.

28. SEVERABILITY

If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

29. WAIVER

Failure by either party to enforce a provision of the Agreement shall not constitute a waiver of that provision or the right to enforce it subsequently. Any waiver must be in writing and applies only to the specific matter for which it is given.

30. ENTIRE AGREEMENT; AMENDMENTS

The Agreement constitutes the entire agreement between Nu-TEL and Customer concerning the Services and supersedes prior oral or written representations, proposals, negotiations, and agreements concerning the same subject matter.

If there is a conflict between these Terms and a specifically negotiated provision in a Sales Agreement or Order signed by both parties, the specifically negotiated provision shall control with respect to that Order. Material amendments to an executed Order must be in writing and accepted by authorized representatives of the parties.

31. ELECTRONIC SIGNATURES AND COUNTERPARTS

The Agreement may be executed electronically and in counterparts. Electronic signatures, scanned signatures, and signatures transmitted electronically shall have the same force and effect as original signatures to the extent permitted by applicable law.

32. SURVIVAL

Provisions that by their nature are intended to survive termination shall survive, including payment obligations, Early Termination Charges, confidentiality, limitations of liability, collection rights, and applicable dispute provisions.

ACKNOWLEDGMENT & EXECUTION

Customer acknowledges that it has read and understands these Service Terms & Conditions and has had an opportunity to review the Agreement and consult with legal counsel before execution.

Customer specifically acknowledges that **cancellation of an accepted Order before installation, implementation, activation, or commencement of Services may result in Early Termination Charges under Section 15.**

CUSTOMER	
Company / Legal Name:	_____
Authorized By:	_____
Title:	_____
Signature:	_____
Date:	_____

NU-TEL COMMUNICATIONS OF NJ, INC.	
Company / Legal Name:	_____
Authorized By:	_____
Title:	_____
Signature:	_____
Date:	_____

EARLY TERMINATION ACKNOWLEDGMENT
Customer specifically acknowledges and accepts the Early Termination provisions contained in Section 15, including their application before, during, or after implementation or activation. Customer Initials: _____