



TERMS & CONDITIONS

Back Office Betties ("Betties") hereby agrees to provide live virtual receptionist services pursuant to the Terms and Conditions set forth herein. Acceptance of these Terms and Conditions is implied once Client has forwarded calls to the account number provided by Back Office Betties.

TERM

This agreement shall be for a term of 30 days and shall automatically renew unless written notice is received. Cancellation notices must be received via email to BettieGram@BackOfficeBetties.com and must be received at least 30 days in advance.

SETUP AND TRAINING FEE

\$99 (no appointment scheduling or payment processing services) or \$149 (scheduling / payment processing services).

FREE TRIAL TERMS

Complimentary trials shall include 250 minutes and last seven (7) calendar days, which ever may come first. The trial period will expire and paid services will begin at close of business on the 7th calendar day after calls have been forwarded to the telephone number provided by Betties. Any usage over 250 minutes will be billed at your plans overage rate. You will be given access to our mobile site to check your usage throughout the week.

Note: Free trial cancellations must be received via email to BettieGram@BackOfficeBetties.com on or before 5:00 pm PST the seventh day to avoid automatic processing of payment.

CHOOSING A PLAN

Within 24 business hours of completion of Client's trial period, Betties will provide a detailed call report with the total minutes used and Client's first billing day will begin the day following the free trial expiration. If Client does not select a plan at the time of setting up free trial, a plan will be selected based on the free trial period usage and multiplied by four.

SUBSCRIPTION PLANS - - Scheduling & Payment processing included on all plans

- \$229 / 100 Minutes - Overages are billed at \$2.29/minute
- \$499 / 250 Minutes - Overages billed \$1.99/minute
- \$899 / 500 Minutes Overages billed at \$1.79/minute

NOTE: Plan minutes do not accrue or 'roll-over' from one month to the next.

PAYMENT

Regular service shall initiate the day after Client's free trial has expired. The day following Free Trial expiration, the credit card on file will be charged Client's first month's service fee plus setup and training fee, and will become a recurring payment on the same day each month. All payments must be received by Betties no later than 15 days after Due Date. In addition to the recurring Monthly Charge, Variable Charges may be assessed if the Client's monthly minute use exceeds the amount allowed in the plan. Variable Charges will be billed one month in arrears. Client shall, at all times, maintain a valid Credit Card on file. Client hereby authorizes Betties to debit Client's Credit Card(s) to satisfy any and all amounts due. Payment due dates that fall outside of Betties' normal hours of operation may be charged the following business day. Should a payment be declined, Betties will, at their discretion, make 2 further attempts to collect payment before service interruption. In the event Betties does not receive full payment within 15 days of Due Date, Client will be considered in Material Default of this Agreement and Betties shall have the right to immediately terminate service without waiving the right to collect any and all amounts due, including, but not limited to Late Fees that may accrue thereafter.

LATE CHARGES

Any payments not received by the 10th day after Due Date are subject to a Late Charge equal to 10% of the amount due. Once an account has been disconnected for non-payment, a \$50 reconnection fee will be required.

RECEPTIONIST BILLABLE TIME

Betties will only bill for actual receptionist talk time and will not round up/down. There is no charge for talk time after a call has been transferred to Client. All telemarketing or calls resulting in under 15 seconds of talk time will be removed from Client billing statements.

AMENDMENTS TO TERMS OF SERVICE

Terms of Service may be amended by Back Office Betties, LLC by written notice delivered to Client either electronically via email or via USPS. Changes to the Terms of Service shall take effect not before 15 days after delivery of such amended Terms of Service to Client.

HOURS OF OPERATION

Receptionist's hours: Monday – Friday, 5:00 am – 6:00 pm PST (effective 08/14/2017)

Business Office: Monday – Friday 9:00 am – 5:00 pm PST

CHANGE REQUESTS

Account change requests are processed within 24 hours during our regular business office hours.

HOLIDAY CLOSURES:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve – Closed at 1 pm
- Christmas Day

CONFIDENTIALITY

Back Office Betties and its employees agree that if they obtain any proprietary, confidential or trade secret information while answering calls for Second Party it will be kept confidential. All information shall be kept confidential and will not be disclosed, discussed or revealed to any other persons, entities or organizations other than a principal or administrator of the Second Party. Back Office Betties will take all reasonable steps necessary to ensure that confidentiality is maintained by those individuals or entities to whom disclosure is deemed necessary or appropriate according to the terms of this Agreement.

LIABILITY

Betties makes no representations or warranties, express or implied, of any kind to Client or third party regarding Betties's services. Betties shall make reasonable efforts to provide the agreed upon services however, in no event, shall Betties be liable to Client, or any third party, for any claims for loss or damages due to any action or inaction by Betties.

MISCELLANEOUS

Any telephone number(s) assigned to Client by Betties shall remain the property of Betties. These Terms and Conditions and the Betties Receptionist Service Agreement set forth the entire Agreement between the parties. This Agreement shall be binding upon all successors and assigns of the parties hereto. These Terms and Conditions may only be modified in writing, signed by an authorized representative of Betties.

JURISDICTION

The laws and jurisdiction of the state of Arizona shall govern any and all matters of dispute between Betties and Client. Any dispute arising from these Terms and Conditions shall be resolved in the state or federal courts located in Maricopa County, Arizona, and the parties irrevocably consent to jurisdiction in such courts.