



## ZVRS Product Agreement

Thank you for ordering a Z<sup>TM</sup> product (“Z<sup>TM</sup> Product”) from ZVRS. We at ZVRS hope you will enjoy your use of your Z<sup>TM</sup> Product. If you have any problems with your Z<sup>TM</sup> Product, you can contact our Customer Service Staff by calling 866.932.7891 through your Z<sup>TM</sup> P or phone or you can e-mail us at [help@ZVRS.com](mailto:help@ZVRS.com). In return, we ask that you (1) provide us with some general information about yourself and permit us to contact you from time to time to provide you information about our services and ask you for feedback on your particular Z<sup>TM</sup> Product; (2) promise not to transfer your Z<sup>TM</sup> Product to someone else; and (3) promise not to tamper with your Z<sup>TM</sup> Product, or to let anyone else tamper with it. We hope you enjoy the ability to use your Z<sup>TM</sup> Product to communicate with Deaf, Hard of Hearing, and/or hearing people anytime you want! This Agreement shall be deemed effective as of the date on which your Z<sup>TM</sup> Product is installed and/or the date you first use your Z<sup>TM</sup> Product, whichever comes first. If requested, we will provide you with free training on use of the software (“Software”) that comes with the Z<sup>TM</sup> Product. By using a Z<sup>TM</sup> Product, you expressly warrant and represent that you have the authority and right to enter into this Agreement and agree to all of the terms and conditions contained herein.

### 1. Definitions

In this Agreement, the following words shall have the following meanings:

- A. “Customer” shall mean the recipient/user of the Z<sup>TM</sup> Product under this Agreement.
- B. “ZVRS” shall mean CSDVRS, LLC and its employees, independent contractors, and affiliated entities authorized to provide Customer with Z<sup>TM</sup> Products under this Agreement.
- C. A “Video Relay Service” or “VRS” is a service which enables a user who is deaf, hard-of-hearing, or speech- disabled and who uses American Sign Language (“ASL”) to communicate with a standard voice telephone user through the Z Product or other video equipment installed at the ASL user’s location and at the video interpreter’s location.
- D. “Z<sup>TM</sup> Product” shall mean any Z<sup>TM</sup> labeled ZVRS telecommunications device inclusive of the Z20, the Z70, Z5 on an iPad, Z5 Max, the Z5 or the i<sup>3</sup>) and the features and functionalities of the particular Z<sup>TM</sup> Product.

## 2. General Terms and Conditions

A. Customer represents and warrants to ZVRS that:

- (i) Customer is deaf or hard of hearing;
- (ii) Customer accepted the Z<sup>TM</sup> Product solely for Customer's own personal use;
- (iii) Customer will not disassemble or in any way reverse-engineer the Z<sup>TM</sup> Product;
- (iv) Customer will not re-sell or transfer the Z<sup>TM</sup> Product under any circumstances;
- (v) Customer will use reasonable efforts to keep the Z<sup>TM</sup> Product safe and secure from thieves or vandals, unsupervised users, or any other external conditions that would likely damage the Z<sup>TM</sup> Product or impair its functions.

B. Although ZVRS hopes that Customer will enjoy using the Z<sup>TM</sup> Product, Customer's decision to order a Z<sup>TM</sup> Product does not create any obligation to make any Video Relay Service calls. Customer is free to make calls to and receive calls from any Video Relay Service provider over the Z<sup>TM</sup> Product. Customer also is free to use the Z<sup>TM</sup> Product to connect to any other deaf user. The Z<sup>TM</sup> Product has been designed as part of the ZVRS solution. When Customer uses the Z<sup>TM</sup> Product to connect to ZVRS's Video Relay Service, Customer will reach a ZVRS authorized interpreter. This enables ZVRS to assure service quality and confidentiality. Customer may use our Software and Z<sup>TM</sup> Product to place free VRS calls, to receive VRS calls, and to make and receive non-VRS point-to-point calls. We receive compensation from the federal TRS fund when you use one of our video interpreters to interpret a VRS call. Customer is responsible for obtaining broadband connectivity in order to be able to use our Software and the Z<sup>TM</sup> Product; we do not provide broadband connectivity to Customers. If Customer chooses to use the Z<sup>TM</sup> Product with another Video Relay Service provider that does not use ZVRS videophones or services, ZVRS cannot ensure the quality of service or video clarity of those calls.

C. Customer acknowledges that the Z<sup>TM</sup> Product is being provided to Customer at no cost or a substantial discount due to the fact that the purchase price has been subsidized by ZVRS. Accordingly, Customer agrees that Customer will not sell, lease, or otherwise transfer possession of the Z<sup>TM</sup> Product to any other person or entity or otherwise allow any other person or entity to use the Z<sup>TM</sup> Product without the written consent of ZVRS (which consent may be withheld in its sole discretion). Customer acknowledges that ZVRS will disable the Z<sup>TM</sup> Product and render it unusable and charge Customer a minimum of \$250 as a recovery fee in the event that ZVRS determines that the Z<sup>TM</sup> Product has been sold, leased or transferred or is otherwise being used in violation of these terms and conditions. Customer also acknowledges that ZVRS has the right and option to re-acquire the Z<sup>TM</sup> Product in the event that it has been sold, leased, or transferred, or is otherwise being used in violation of this Agreement. ZVRS further reserves the right to

pursue any and all other remedies available at law or in equity in the event of any unauthorized transfer of the Z<sup>TM</sup> Product or other violation of this agreement.

D. Customer has the right to port the local ten-digit number(s) assigned by ZVRS to the Z<sup>TM</sup> Product to a default provider other than ZVRS. If Customer ports to another provider the ten-digit number assigned to their Z<sup>TM</sup> Product within six (6) months of receiving the Z<sup>TM</sup> Product, Customer will owe ZVRS a handling fee in the amount of \$100 to cover our shipping and handling costs of providing the Z<sup>TM</sup> Product to Customer. Please note, if Customer ports the local ten-digit number assigned to their Z<sup>TM</sup> Product that was obtained through a special offer to a default provider other than ZVRS within 12 months of receiving the Z<sup>TM</sup> Product, Customer will owe ZVRS an Equipment License Fee, or “ELF,” which will amount to the retail purchase price of the product. The ELF decreases after 12 months in the following manner:

i) if Customer ports more than 12 months but less than 18 months after receiving the Z<sup>TM</sup> Product, the ELF is reduced to 50% of the retail purchase price;

ii) if Customer ports after the period described in the previous clause but less than 24 months after receiving the Z<sup>TM</sup> Product, the ELF is reduced to 40% of the retail purchase price;

iii) if Customer ports after the period described in the previous clause but less than 30 months after receiving the Z<sup>TM</sup> Product, the ELF is reduced to 30% of the retail purchase price;

iv) if Customer ports after the period described in the previous clause but less than 36 months after receiving the Z<sup>TM</sup> Product, the ELF is reduced to 20% of the retail purchase price;

v) if Customer ports after 36 months, Customer does not owe an ELF.

Customer may return the un-damaged Z<sup>TM</sup> Product to ZVRS instead of paying the ELF. To initiate the return of the Z<sup>TM</sup> Product to avoid paying an ELF, Customer can email [help@zvrs.com](mailto:help@zvrs.com) or place a point-to-point call to 866-932-7891. If Customer fails to pay the ELF or return the Z<sup>TM</sup> Product, ZVRS reserves the right to take legal action and/or disable the Z<sup>TM</sup> Product.

E. Customer agrees not to use the Z<sup>TM</sup> Product for any abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful purposes and not to use the Z<sup>TM</sup> Product in a way that interferes with ZVRS’s ability to provide VRS products or services to Customer or other customers. ZVRS shall have the right to immediately terminate, suspend, restrict, or cancel Customer’s use of the Z<sup>TM</sup> Product without advance notice in the event that ZVRS becomes aware that Customer is or may be breaching the prohibitions of this agreement.

F. ZVRS reserves the right to investigate any abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful use or access of the Z<sup>TM</sup> Product or breach of this agreement and to seek reimbursement and for any and all damages that result or arise from such misuse. To the fullest extent allowed by law ZVRS will not be liable for any cost or damage arising either directly or

indirectly from Customer's use or misuse of the Z<sup>TM</sup> Product. Further, ZVRS reserves the right to assure itself that Customer's use of the Z<sup>TM</sup> Product does not violate the terms and conditions of this agreement and to terminate this agreement and repossess the Z<sup>TM</sup> Product immediately in the event of any violation.

G. VRS through ZVRS may not be available at all times due to unforeseen service interruptions, and/or technical problems. Further, all interpreters provided in conjunction with the video relay services of ZVRS may not always be immediately available at all times and Customer has no right to be provided access to any particular interpreter nor to become privy to the identity of any interpreters. Customer may, however, express a preference for the gender of the interpreter when a call is initiated or, if a transfer occurs, at the time the call is transferred to another interpreter, and ZVRS will make an effort to honor such a request.

H. All calls made through ZVRS are confidential. ZVRS will not disclose any information from Customer's conversations, and will not keep any records of the content or substance of any conversations, other than as necessary to provide video mail service. ZVRS has implemented technology and security features and strict policy guidelines to safeguard the privacy of Customer's video relay calls and any Customer-identifiable information from unauthorized access or improper use.

I. Customer understands and hereby acknowledges that Customer's use of the Z<sup>TM</sup> Product requires that Customer's voice and/or image may be recorded and transmitted over the Internet. Customer further understands that due to the nature of the Internet, any privacy right, copyright or other right or interest in Customer's voice, image or likeness may be lost with respect to any specific transmission as a result of such transmission. Customer authorizes and specifically grants permission to ZVRS to record and transmit Customer's voice, likeness and/or image over the Internet solely for the purpose of use of VRS interpretation services, and further releases and agrees to hold ZVRS harmless from any and all responsibility for any such loss of rights and/or interests resulting from transmission of Customer's voice, image and/or likeness over the internet. The foregoing shall not be construed as consent to the use of Customer's voice, image or likeness for purposes other than for purposes of providing VRS. Except for the authorization and permission specifically granted to ZVRS in this agreement, Customer reserves all right, title and interest in and to any and all forms of Customer's voice, image or likeness. Customer agrees to use or facilitate the use of the voice, image, and/or likeness of the ZVRS VRS interpreter in any way other than for the lawful use of the Z<sup>TM</sup> Product for the purposes intended by ZVRS for performance of its VRS interpretation services. ZVRS shall have the right to immediately terminate, suspend, restrict, or cancel Customer's use of the Z<sup>TM</sup> Product without advance notice in the event that ZVRS becomes aware that Customer is or may be breaching the prohibitions of this paragraph.

J. Returns. To initiate the return of the Z<sup>TM</sup> Product to avoid paying an ELF, Customer should email [help@zvrs.com](mailto:help@zvrs.com) or place a point-to-point call to 1-866- 932- 7891. Once Customers have obtained the return information from ZVRS, Customer must return the Z<sup>TM</sup> Product, at Customer expense, within forty-five (45) days of selecting another default provider. Customer must take every reasonable precaution to ensure the Z<sup>TM</sup> Product is packed in a secure and safe manner to

ensure it remains safe from damage while in shipment. If the Z™ Product is damaged upon its delivery to ZVRS, ZVRS reserves the right to assess damages in accordance with this agreement. Customer is not authorized to and may not give any other provider of VRS, or any commercial entity working with or for any other provider of VRS, authority to return the Z™ Product.

K. Return of non- ZVRS Videophones. If Customer received from ZVRS a Z™ Product for porting a number to ZVRS from the other VRS provider, Customer agrees to make ZVRS your default videophone provider and agrees to return the associated videophone product to the other VRS provider within two (2) weeks of having your Z™ Product installed. By accepting the Z™ Product, Customer acknowledges its obligation and agrees to return the non ZVRS videophone in compliance with this paragraph.

L. If the Z™ Product has been stolen or appears to have been damaged, tampered with, or not functioning properly, Customer agrees to promptly e-mail us at [help@zvrs.com](mailto:help@zvrs.com), or, if possible, to contact our service staff through the Z™ Product. ZVRS reserves the right to assess a charge to repair or replace a damaged or stolen Z™ Product. ZVRS will not charge Customer for any repair made for us by the manufacturer under any manufacturer's warranty. Customer further agrees that so long as ZVRS is the default provider for the telephone number(s) assigned to the Z™ Product, only ZVRS may service or repair the Z™ Product, and Customer will not allow anyone other than ZVRS, including but not limited to other VRS providers, to attempt to repair or service the Z™ Product.

M. The manufacturer of the Z™ Product may set forth obligations and other terms and conditions applicable to a user of the Z™ Product. As the user, Customer agrees to comply with any such obligations and to be bound by any additional manufacturer terms and conditions. These terms and conditions supplement the manufacturer's terms and conditions, and to the extent there is a conflict between such terms, these terms and conditions shall take precedence.

N. If Customer is planning to move to a new address, Customer agrees to update the address in Customer's profile account online or contact ZVRS at least 5 days in advance and inform ZVRS of the Customer's new address.

### **3. Indemnification**

To maximum extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless ZVRS and its subsidiaries, affiliates, and its directors, officers, employees, agents, and personnel against any losses, liabilities, damages, and expenses to the extent arising out of or related to Customer's negligent act, negligent omission, breach of this agreement or willful misconduct. This provision will survive the termination of this agreement.

### **4. Limitations of Liability.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: i) ZVRS SHALL NOT BE LIABLE WHATSOEVER FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE**

**POSSIBILITY OF SUCH DAMAGES, AND ii) ZVRS' TOTAL LIABILITY TO CUSTOMER UNDER ALL CIRCUMSTANCES SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR THE Z™ PRODUCT. FURTHER, ZVRS SHALL NOT HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER'S VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR CUSTOMER'S FAILURE TO INSTALL ANY SOFTWARE UPDATE PROVIDED BY ZVRS IN A PROMPT MANNER. ADDITIONALLY, ZVRS IS NOT LIABLE IN TORT, CONTRACT, OR OTHERWISE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, DEATH, OR OTHER HARM ARISING OUT OF OR RELATED TO USE OF THE Z™ PRODUCT TO MAKE A 911 OR SIMILAR EMERGENCY CALL.**

## **5. Warranties**

**Products.** The only warranty provided with any Z™ Product, including without limitation related and included Software, or any item manufactured or produced by a third party that was sold or provided by ZVRS pursuant to this Agreement, is that the Z™ Product will be functional for VRS in the United States and the express or implied warranty from the manufacturer directly to Customer. ZVRS DOES NOT ADOPT ANY MANUFACTURER'S WARRANTY. This represents Customer's sole and exclusive remedy with respect to any Z™ Product or items manufactured or produced by third parties. Notwithstanding the foregoing, to the extent possible, and subject to availability, ZVRS will replace or repair any non-functioning Z™ Product upon Customer's request. Customer understands that ZVRS may either repair the non-functioning Z™ Product, or replace it with either a new or factory reconditioned unit.

**Limited Warranty for Services.** For all Services, inclusive of installation Services, ZVRS warrants that the Services will be performed in a professional and competent manner taking into account all reasonably known external risks at the time the Services are performed.

**Extent of Warranties and Limitations of Liability.** ZVRS shall not be responsible for any damage suffered as a result of misuse, accident, modification, failure to properly maintain or operate any Z™ Product or Software in a suitable physical or operating environment in accordance with relevant manufacturer specifications, improper maintenance by Customer, or failure caused by equipment, products, or software ZVRS did not provide.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, ALL Z™ PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION INSTALLATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ZVRS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL, OR WRITTEN) INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR INFRINGEMENT, OR THAT ANY Z™ PRODUCT WILL BE ERROR FREE. ZVRS SHALL, TO THE EXTENT PERMITTED, PASS THROUGH TO CUSTOMER ANY**

**WARRANTIES PROVIDED TO ZVRS BY THE MANUFACTURER OF ANY Z™ PRODUCT PROVIDED TO CUSTOMER HEREUNDER. THE MANUFACTURER'S WARRANTY PASSED THROUGH BY ZVRS TO CUSTOMER, IF ANY, SHALL BE IN LIEU OF ALL OTHER WARRANTIES. THIS WAIVER OF WARRANTIES APPLIES TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.**

**6. Intellectual Property.** The Z™ Product includes proprietary hardware, software, documentation and related materials, and all of these proprietary materials are protected by copyright, trademark, trade secret, and other intellectual property law, all of which remain vested in ZVRS.

## **7. Miscellaneous**

**A. Acts Beyond ZVRS's Control.** ZVRS will not be responsible to Customer for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorism, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond ZVRS's reasonable control.

**B. Assignment.** Customer may not assign this Agreement or Customer's right to use the Z™ Product without the prior written consent of ZVRS (which may be withheld in its sole discretion).

**C. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and ZVRS and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, regarding the Z™ Product. No written or oral statement, advertisement, or service description not expressly contained in the agreement will be allowed to contradict, explain, or supplement it. Neither Customer nor ZVRS is relying on any representations or statements by the other party or any other person that are not included in this agreement.

**D. Governing Law.** This agreement will be governed by the law of the State of Florida, without regard to its choice of law rules. This governing law provision applies no matter where Customer resides, or where Customers uses or pays for the Z™ Product.

**E. No Third Party Rights.** This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

**F. Notices.** Notices from Customer to ZVRS must be delivered to the following address: ZVRS, 600 Cleveland Street, Suite 1000, Clearwater, Florida 33755. ZVRS's notice to Customer, to the extent applicable, may be made by a posting on our web site, newspaper ad, postcard, letter, call to Customer's billed telephone number, or an e-mail to an address provided by Customer to ZVRS.

**G. Remedies.** Customer agrees that, in the event Customer breaches, or threatens to breach, any term or condition of this agreement, ZVRS shall immediately be entitled to seek all remedies available to it, at law and in equity. In the event that it becomes necessary for ZVRS to seek injunctive relief, ZVRS shall not be required to post a bond or other security.

**H. Severability.** If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

This Section 6 of the agreement will continue to apply after the agreement ends. This agreement shall be deemed effective as of the date that the Z<sup>TM</sup> Product is delivered to Customer and/or the date Customer first uses the Z<sup>TM</sup>, whichever comes first. By using the Z<sup>TM</sup> Product, Customer expressly warrants and represents that Customer has the authority and right to enter into this Agreement and agrees to all of the terms and conditions contained herein. In the event Customer does not agree to all of the terms and conditions contained herein, Customer shall immediately return the Z<sup>TM</sup> Product to ZVRS at Customer's expense.

The use of the Z<sup>TM</sup> Product certifies that Customer has fully read and understands the terms of this agreement. Customer understands that the installation, use, and continued functionality of the Z<sup>TM</sup> Products identified in this agreement are contingent upon Customer agreeing to and abiding by the provisions contained herein.

**Emergency services notice: Service using the Z<sup>TM</sup> Product or any of our related services may not be available at all times due to various factors, including without limitation, power outage, service interruptions, technical problems, system upgrades, congestion and/or maintenance. For these reasons ZVRS STRONGLY RECOMMENDS THAT CUSTOMERS MAINTAIN FUNCTIONAL TTY OR CAPTIONED TELEPHONE LANDLINE DEVICES TO BE USED IN THE EVENT OF AN EMERGENCY.**