# **SBC Ameritech Voice Mail**

# **Terms and Conditions of Service**

Thank you for ordering SBC Ameritech Voice Mail. Your new mailbox will prove to be a valuable addition to your existing telephone service.

# BEFORE USING YOUR NEW VOICE MESSAGING SERVICE, PLEASE READ THE FOLLOWING PARAGRAPHS.

#### They set forth the terms and conditions that apply to your use of your mailbox(es).

Your use of SBC Ameritech Voice Mail represents your agreement to abide by these terms and conditions. In Wisconsin, use of SBC Ameritech Voice Mail is also governed by a tariff filed with the State Public Utility Commission. If you are unable or unwilling to abide by these terms and conditions please contact us immediately; if you cancel your mailbox within five days after placing your order, there will be no charge for the mailbox and we will credit any amounts that you paid to sign up for it.

The terms and conditions set forth below apply only to your company's Voice Mailbox(es). The line features/complementary network services that enable you to use the mailbox are provided to you under the rates, terms and conditions of a tariff filed with your state Public Utility Commission. These services are Alternate Answer/Call Forwarding-Don't Answer (which forwards unanswered calls), Busy Line Transfer/Call Forwarding-Busy (which forwards calls from busy lines), Message Waiting Indicator (which signals through a pulsating dial tone or a message waiting light — if your phone is equipped with a light — that a new message is in the mailbox) and "98 (Star Code Access — which enables abbreviated dialing access to Voice Mail).

Also, remember that if you have measured service, you will be charged for a local call every time someone leaves you a message, you retrieve a message, or you otherwise access your mailbox.

# 1. Description of the Service Being Provided to You

SBC Ameritech\* is providing you with a Voice Mailbox to which unanswered and/or busy calls will be forwarded from your business telephone. Calls will be forwarded after approximately three rings. Timing of this forwarding option can be changed to meet your needs, although charges may apply. Upon reaching the mailbox, the caller will hear your personal greeting and will then have the option of leaving a message. Where available, and if you have ordered this tariffed feature, a pulsating dial tone or a visual message waiting light — if your phone is equipped with a light — will inform you that you have a new message in your mailbox, and you can then retrieve the message from the mailbox by dialing a series of numbers with your personal password number. You can also toggle this feature off if you subscribe to Message Waiting (See your User's Guide). Each message can include the date and time that it was recorded.

If callers do not wish to leave a message, but would rather talk to a "live" person, they can dial zero (0) while listening to your greeting and they will be transferred to whomever you designate as the attendant. This call must remain within your company and serving central office area. Any other transfer arrangement constitutes inappropriate use and may result in immediate termination of your service pursuant to Pragarpah 5 of these terms and conditions. Note that the entire time this call is connected, the line to which the original call was placed will be incurring local usage billing, if applicable. This option can be waived so that callers cannot be forwarded to an attendant, if you so choose. SBC Ameritech Voice Mail is available for Centrex as well as regular telephone lines.

You have two mailbox options:

SBC Ameritech Voice Mailbox Your mailbox personal greeting can be up to 5 minutes in length. Each mailbox will hold up to 60 messages, each of which may be 5 minutes in length. Messages will be kept in the mailbox for up to 16 days from the time the messages first arrive, even if you choose to save them. SBC Ameritech notifies you when a message is about to be deleted and dives you the option to re-save the message.

SBC Ameritech Enhanced Voice Mailbox The personal greeting for this mailbox can be up to 10 minutes in length. Each Enhanced Mailbox (Host mailbox and Extension mailboxes) will hold up to 90 messages, each of which may be 10 minutes in length. Messages will be kept in the mailbox for up to 31 days from the time the messages first arrive, even if you choose to save them. After the 31-day period, SBC Ameritech will notify you when a message is about to be deleted and give you the option to re-save the message. This mailbox can have up to three additional extension mailboxes. The extensions share the total message capacity of the mailbox.

Under either of the options, a Stand-Alone Mailbox may be available. Stand-Alone Mailbox users have a mailbox with a separate phone number allowing them to have customers call the mailbox directly and leave a message. The Stand-Alone Mailbox does not allow operator escape and message waiting.

On various occasions SBC Ameritech may provide you with information about your voice messaging service, including descriptions of enhancements that have become available, by leaving a message in your mailbox. If you have usage or measured service, your retrieval of this message will be at your expense.

If you use SBC Ameritech Centrex Mate to "swap" telephone lines in order to associate a new person with an existing station/mailbox, you may still need to notify SBC Ameritech in order to ensure that the name and password associated with that telephone number are correct.

## 2. Payment

The charge for your mailbox will be on your SBC Ameritech phone bill. Your payment has the same due date and is subject to the same late payment charge as applies to the other items on the bill.

In addition to the monthly charge for your mailbox, you are obligated to pay all applicable taxes assessed against either SBC Ameritech or you for your use of the mailbox plus the collection charge normally recovered by SBC Ameritech. These taxes and related charges will be included in the tax charges on your telephone bill.

For questions about your Voice Mailbox charge, you should call the number provided on your SBC Ameritech bill.

#### 3. Credit for Service Interruption

SBC Ameritech will provide you with a credit, upon your request, against your monthly bill for interruptions in your mailbox service that continue for at least 24 consecutive hours. An "interruption" is a condition that prevents callers from leaving messages in your mailbox or prevents you from retrieving messages. The interruption period will be calculated from the time that you notify SBC Ameritech of the problem or the time that we discover the problem, whichever is earlier. Credit will be given for the final day of an interruption period if the interruption lasts longer than 12 consecutive hours of that day.

Your credit will be in the amount of one-thirtieth (1/30) of your monthly mailbox charge for each day of interruption. The credit will be applied against your next monthly charge. This is our only liability to you for service interruption.

You will not be entitled to a credit if the interruption in your mailbox service is caused by you or someone authorized by you or by the failure of equipment or facilities provided by you or someone authorized by you.

#### 4. LIMITATION OF LIABILITY

THE AMOUNTS PAYABLE BY YOU FOR YOUR MAILBOX ARE NOT SUFFICIENT TO WARRANT SBC AMERITECH'S ASSUMPTION OF ANY RISK OF CONSEQUENTIAL, INCIDENTAL OR OTHER SUCH INDIRECT DAMAGES. THEREFORE, SBC AMERITECH AND ITS CORPORATE PARENT AND AFFILIATES WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO YOU OR ANY THIRD PARTY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, INCLUDING LOSS OF INFORMATION, PROFITS OR BUSINESS OPPORTUNITY, ARISING FROM THE PERFORMANCE OR FAILURE TO PERFORM OF YOUR VOICE MAILBOX.

IN ADDITION, SBC AMERITECH'S AND ITS CORPORATE PARENT'S AND AFFILIATES' LIABILITY TO YOU OR ANY THIRD PARTY FOR ACTUAL AND DIRECT DAMAGES PER SERVICE INTERRUPTION OR MALFUNCTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM THE PERFORMANCE OR FAILURE TO PERFORM OF YOUR VOICE MAILBOX WILL IN NO EVENT EXCEED THREE TIMES THE TOTAL AMOUNT PAID BY YOU DURING THE PRECEDING SIX MONTHS FOR USE OF THE MAILBOX.

## 5. Cancellation of Services

You may cancel your Voice Mailbox at any time. To cancel, either call your SBC Ameritech Service Representative at the telephone number on your telephone bill or your authorized Centrex distributor. Upon cancellation you will be obligated to pay the full amount for the final month during which you received the mailbox service.

SBC Ameritech may cancel your Voice Mailbox service for non-payment of the applicable charges. SBC Ameritech will notify you of any delinquency in the payment of Voice Mailbox charges in order to give you the opportunity to make the delinquent payment before the service is terminated. Tariffed telephone services will not be affected by SBC Ameritech's cancellation of your mailbox.

This service is designed and provided as a voice messaging service — not an announcement service. Use of this service as an announcement service and/or other inappropriate or excessive use may impair SBC Ameritech's ability to provide reasonable service to other customers. SBC Ameritech reserves the right to cancel your messaging service at any time, with or without notice, if your mailbox is (1) being used in an inappropriate manner, such as for an announcement service or for unlawful purposes, (2) generating excessive usage (as determined solely by SBC Ameritech, based on its network/service design and usage experience, and applied in a nondiscriminatory manner), (3) affecting SBC Ameritech's ability to provide reasonable service to other customers, or (4) being used to interfere with another's use of the telephone system. SBC Ameritech may provide alternative custom solutions for announcement services and/or customers with excessive usage.

# 6. Changes to the Terms and Conditions of Voice Mailbox Service

SBC Ameritech may change any of these Terms and Conditions or may discontinue your Voice Mailbox service altogether by notifying you of the change or discontinuance at least 30 days before its effective date. Also, SBC Ameritech may increase the price of its Voice Mailbox service by notifying you of the increase at least 30 days before its effective date and may reduce the price of the service without advance notice.

No agent or representative of SBC Ameritech has the authority to change these Terms and Conditions except as described in the preceding paragraph.

#### 7. Pager Notification

Pager Notification allows your SBC Ameritech pager to notify you when a Voice Mail message is received in your mailbox. This feature works only with SBC Ameritech local, local toll and toll-free pager numbers. Additionally, Pager Notification works only with the main (or host) mailbox, not extension mailboxes. You will only receive a page when a message is left in the main mailbox.

In the event of service interruption, SBC Ameritech will credit your account following the previously stated conditions listed in Section 3 above. Other restrictions may apply.

