

## **NEXTIVA, Inc.**

### **Cancellation Policy**

You may cancel your NEXTIVA VOIP Service at any time by providing NEXTIVA with a notice of your intent to cancel by sending an email to [service@NEXTIVA.com](mailto:service@NEXTIVA.com) or calling our Customer Care Department at 1-800-983-4289.

**1.1 Money Back Guarantee.** If you are unsatisfied with your NEXTIVA service for any reason in the first 30 days after signing up, under the condition that you have not used over 50% of the allowed minutes in your metered subscription plan or 500 minutes in an unlimited plan, you may cancel and be eligible for a refund of equipment, activation and subscription fees. Shipping and handling charges are not refundable. Refunds for devices where an RMA was requested within the 30 day period will be made in full if the devices are in "returnable" condition and the device is returned within 7 days of the RMA date. Returnable condition requires the item to be in new condition, in the original packaging and all parts and documentation received. Return shipping is the customer responsibility.

Our money back guarantee does not apply to any charges for international usage, payphone calls to NEXTIVA toll free numbers, and directory assistance. In addition, we may not be able to refund all of the taxes that you paid. NEXTIVA will use commercially reasonable efforts to refund promptly any charges (less any amounts that you owe to us) to your account following the return of your device. If your device is not returned within 14 days from the RMA date, NEXTIVA will refund for all eligible charges except for the device charges. Once the device is returned, the device charges will be refunded less any applicable restock fee.

Cancellations under the money back guarantee on accounts where a free device was included will be refunded in full, less the shipping charge, upon cancellation. A charge for the retail price of the device will be made to the customer's account if the device is not returned within 14 days of the RMA date.

**WE HAVE THE RIGHT TO REVOKE THE MONEY BACK GUARANTEE FOR ALL CUSTOMERS AT ANY TIME WITHOUT PRIOR NOTICE.** The 30 Day Money Back Guarantee does not apply if you are found to be in violation of our terms of service or if you have taken advantage of the guarantee in the past.

**1.2 Refunds After 30 Days.** Upon termination of service, your account will receive a pro-rated refund for any remaining pre-paid full month subscription fees, if applicable. You will not receive any refund or partial refund or any credits for charges already billed to your account in the month of cancellation. Activation fees, shipping fees and one-time fees are not eligible for any type of refund; only service fees are refundable as outlined in this agreement. Equipment is not returnable or refundable after the 30 Day Money Back period. Non-usage of service does not constitute cancellation of service nor does it extend the 30 day money back guarantee period.

**1.3 Minimum Commitments Contracts.** In the event you signed up for a minimum commitment contract, in addition to any disconnect fee, you will be responsible for all charges for the entire minimum commitment period and authorize NEXTIVA to bill these fees to your payment method (credit card). The 30 day money back guarantee does not apply to any executed minimum commitment contract.

**1.4 Porting.** You may be able to take, or "port," your current number to another service provider. Once your port is completed through your new service provider, you must email [service@NEXTIVA.com](mailto:service@NEXTIVA.com) to cancel your NEXTIVA Service. Until you cancel service with NEXTIVA, you will remain a NEXTIVA customer, and you will continue to be responsible for all charges and fees associated with your Service. If you cancel your Service prior to completion of the port, your Service will not work and your number may not be available for porting. Your account must be active and in good standing in order to port out your number.