

Terms of Service

SERVICE DESCRIPTION; ACCEPTANCE OF TERMS THROUGH USE

The Complaint Resolution Protocol Hotline service ("THE CRP HOTLINE") is being provided to you, the end-user ("You") by DME-Solutions.com ("DME-Solutions.com"). The Complaint Resolution Protocol Hotline is a service that provides You with access to an automated phone line as well as detailed call reports about the complaint calls your hotline receives. DME-Solutions.com may at any time, without notice or liability, restrict the use of THE CRP HOTLINE or limit its time of availability in order to perform maintenance activities. By using THE CRP HOTLINE, You agree to all terms, conditions, and notices contained or referenced herein (the "Terms of Service"). If You do not agree to the Terms of Service, do not use THE CRP HOTLINE. DME-Solutions.com reserves the right, at its discretion, to update or revise the Terms of Service without notice. Your continued use of THE CRP HOTLINE following the posting of any changes to the Terms of Service constitutes acceptance of such changes. Current Terms of Service may be viewed anytime on our website www.DME-Solutions.com/CRP.

USER CONDUCT

You agree not to use THE CRP HOTLINE for any unlawful or improper purpose. You shall not allow any other person to access THE CRP HOTLINE provided You pursuant to these Terms of Service. It is the goal of DME-Solutions.com to provide a high quality of service to our customers. To help ensure our high standards are met, DME-Solutions.com has established certain responsibilities regarding the use of THE CRP HOTLINE Hotline. You agree to adhere to the DME-Solutions.com Acceptable Use Policies listed below.

ACCEPTABLE USE POLICY

The Acceptable Use Policy describes activities which DME-Solutions.com considers to be violations of the Terms of Service and which are therefore prohibited. The examples listed are not exhaustive and may change from time to time. They are provided solely for guidance to THE CRP HOTLINE customers. If You are unsure whether any contemplated use or action is permitted, please submit a Trouble Report using the "Contact Us" section of www.DME-Solutions.com for assistance.

You agree:

1. That You are entitled to contract without the consent of another person;
2. To review any Terms of Service updates DME-Solutions.com provides. Your continued use of THE CRP HOTLINE shall be construed as Your acceptance of the updated Terms of Service;
3. To provide to DME-Solutions.com, Your accurate and truthful registration information (such as Your name, address, telephone number and credit card information) and to keep current all registration information while using THE CRP HOTLINE;
4. Not to assign, or otherwise transfer, these Terms of Service or Your rights under it, or delegate Your obligations. Any attempt to do so is void;
5. That You are responsible for the results obtained from the use of THE CRP HOTLINE;
6. To pay the applicable charges for THE CRP HOTLINE;
7. To promptly notify DME-Solutions.com if You suspect unauthorized use of THE CRP HOTLINE. Until notified, You remain responsible for unauthorized use. Liability for use of a credit, debit, or charge card remains subject to Your agreement with

Your card issuer;

8. To provide DME-Solutions.com with the requested identification in connection with security matters;
9. To indemnify DME-Solutions.com for any damages or costs associated with Your breach or failure to perform Your responsibilities hereunder.
10. That you do not own the phone number assigned to your account and that the phone number is not portable.

Please be advised that DME-Solutions.com intends to exercise its rights under the Terms of Service to immediately terminate THE CRP HOTLINE, without notice, to any account that has been used in a manner that is disruptive or is otherwise in violation of the Terms of Service.

BILLING

You agree to pay the fee associated with THE CRP HOTLINE. This fee may be charged to You any time during each month of service. DME-Solutions.com reserves the right to accept or not accept certain methods of payment. You agree to provide accurate information to DME-Solutions.com for the purpose of charging You for the use of THE CRP HOTLINE. For questions or concerns about billing issues on your account, you can call 972-838-0709.

If your credit card is declined, you will be notified and asked to resolve the issue or to submit an alternate means of payment. After your account has two (2) months of charges with no payment received, your account will be set as inactive and store identification number will be released for use with new accounts. If, after the account balance has been paid in full, you wish to reactivate your account, we try our best to reassign the original store identification number, but we are unable to guarantee that we will be able to get the number again once it has been released for new accounts.

In the event that DME-Solutions.com is notified of a chargeback on your credit card, your account will be immediately disconnected. Once the chargeback issue has been resolved and your account with DME-Solutions.com is current, your account can be reactivated. Be advised that we are unable to guarantee your hotline phone number will not change, but we will make every attempt to retain the same number for the hotline account.

CANCELLATION

To cancel Your THE CRP HOTLINE account, you may contact DME-Solutions.com at 972-838-0709 to request that your account be cancelled. Cancellation requests by any other method will not be accepted. You must cancel at least 5 days prior to the next billing period in order to not be charged for the next month. You will receive a response by email, confirming your request.

DISCONTINUING USE OF YOUR HOTLINE DOES NOT CANCEL YOUR ACCOUNT. YOU WILL NEED TO REQUEST THAT YOUR ACCOUNT BE CANCELLED.

REFUNDS

Refunds will only be issued to annual paying customers for months of service that have been pre-paid. If You request to cancel Your service in the middle of a billing period, Your service will remain active until the end of the billing period. At that time, you will receive an email that your hotline is inactive and your account has been cancelled.

DELIVERY AND TIMING

New accounts are typically setup and active within two business days. Your credit card will be charged a set-up fee (unless eligible for waived set-up fees) in addition to the first month of service. Upon activation, you will receive an email from your account representative detailing the activation and initial hotline setup procedures.

DISCLAIMERS

DISCLAIMER OF WARRANTIES; LIMITED WARRANTY; LIMITATION OF LIABILITY
DME-SOLUTIONS.COM MAKES NO WARRANTY OR GUARANTEE REGARDING THE PERFORMANCE, FEATURES, COMPATIBILITY OR OTHERWISE OF ANY CONNECTED INTERNET SERVICE OR HOST/COMPUTER CONNECTED TO THE SERVICE. ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES AVAILABLE THROUGH OR FORMING PART OF THE SERVICE (THE "CONTENT") ARE PROVIDED FOR YOUR USE ON AN "AS IS", "AS AVAILABLE" BASIS. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DME-SOLUTIONS.COM AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR RISK.

DME-SOLUTIONS.COM WARRANTS THAT, IF YOU ARE DISSATISFIED WITH THE CRP HOTLINE OR ANY FEATURE PROVIDED IN OR THROUGH THE CRP HOTLINE, UPON NOTICE FROM YOU, DME-SOLUTIONS.COM WILL TERMINATE YOUR ACCOUNT.

Do not use the service in any high-risk activities where damage or injury to persons, property, environment, or business may result if any error occurs. You expressly assume all risk for such use. We disclaim any warranty of title or any other warranties for any third party's offering(s) or product(s). DME-Solutions.com does not guarantee that its security procedures will prevent the loss of, alteration of, or improper access to, your information. DME-Solutions.com is not responsible for invalid destinations and transmission errors in, corruption of, or the security of your information carried over third party facilities. DME-Solutions.com, including its licensors, disclaims any liability or responsibility arising from any claim that your access or use of the service and/or any related products DME-Solutions.com provides infringes any third party's intellectual property rights.

BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES SHALL DME-SOLUTIONS.COM OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE CRP HOTLINE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON A BREACH OF CONTRACT, EVEN IF IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR MISREPRESENTATION, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF DME-SOLUTIONS.COM SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUE, OR FAILURE TO

REALIZE EXPECTED SAVINGS OR ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

IN NO EVENT IS DME-SOLUTIONS.COM OR ITS LICENSORS LIABLE FOR ANY DAMAGES ARISING FROM YOUR FAILURE TO PERFORM YOUR RESPONSIBILITY IN CONNECTION WITH THESE TERMS OF SERVICE, OR ARISING FROM ANY CAUSE BEYOND THE CONTROL OF DME-SOLUTIONS.COM, INCLUDING, BUT NOT LIMITED TO, DELAY IN THE PERFORMANCE OF DME-SOLUTIONS.COM'S OBLIGATIONS. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO DME-SOLUTIONS.COM'S LICENSORS AS INTENDED BENEFICIARIES OF THESE TERMS OF SERVICE. ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH DME-SOLUTIONS.COM AND ITS LICENSORS ARE COLLECTIVELY RESPONSIBLE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, DME-SOLUTIONS.COM'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

INTERNATIONAL USE; SUBCONTRACTING; SERVICE WITHDRAWAL

DME-Solutions.com makes no representation that THE CRP HOTLINE is appropriate or available for use outside the United States from locations where it is prohibited.

You represent that you are not a national or resident of and are not located in any of the following countries: Cuba , Iran , Iraq , Libya , North Korea , Sudan , or Syria .

You represent that You are not a specifically designated individual, denied party, or entity under any U.S. embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the U.S. Government limiting, barring, revoking or denying, in whole or in part, Your U.S. export privileges. You agree to notify DME-Solutions.com immediately in the event You become subject to any such order.

DME-Solutions.com may utilize subcontractors for the performance of THE CRP HOTLINE or any part thereof.

DME-Solutions.com reserves the right to immediately withdraw THE CRP HOTLINE (in whole or in part) from You and cancel Your account if, in DME-Solutions.com's opinion, Your use is disruptive, causes a malfunction to THE CRP HOTLINE, violates the terms of this Terms of Service Agreement or the Acceptable Use Policy, or if DME-Solutions.com receives an order from a court of competent jurisdiction requiring DME-Solutions.com to do so.

WAIVER; SEVERABILITY AND INTEGRATION

A waiver by either party of any term or condition of the Terms of Service or any breach thereof, in any one instance, shall not be deemed or construed to be a waiver of such term or condition or any subsequent breach thereof. Unless otherwise specified herein, the Terms of Service constitutes the entire agreement between You and DME-Solutions.com. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (a) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision(s) shall be reformed without further action by the parties to make such provision(s) valid and enforceable when applied to such facts and circumstances.

TERMINATION

Either party is entitled to terminate THE CRP HOTLINE at any time. DME-Solutions.com may terminate the agreement electronically by sending an email message to You. Termination of THE CRP HOTLINE for whatever reason is without prejudice to any rights that have accrued to either party prior to the date of termination. DME-Solutions.com reserves the right, in its sole discretion, to terminate Your access to all or part of THE CRP HOTLINE, with or without notice.

YOUR ACTION IS REQUIRED TO CANCEL THE CRP HOTLINE. DISCONTINUING USE DOES NOT CLOSE YOUR ACCOUNT. To cancel Your THE CRP HOTLINE account, you may contact us at 972-838-0709. Cancellation requests by any other method will not be accepted. You will receive a response to your cancellation request, confirming that the account has been closed.

Governing Law

The Terms of Service and the relationship between You and THE CRP HOTLINE shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and THE CRP HOTLINE agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Hopkins, Texas.