

IFBYPHONE BROADCAST SERVICE GUARANTEE

Our guarantee is simple: If an eligible broadcast call is delayed by more than five minutes from its scheduled time, that call is free.

1. To be eligible for the service guarantee, your scheduled broadcast call must fit all of the following criteria – the call must be:
 - a. Scheduled through our web interface or API
 - b. To a U.S. or Canadian telephone number
 - c. Delayed on the initial dialing attempt
2. During a scheduling session for a broadcast, Ifbyphone's system will respond to each scheduling request with an "Accepted Scheduled Time (AST)" message -- meaning the time that Ifbyphone agrees to schedule your calls.
3. If one or more of your calls is delayed by more than five minutes from its AST due to reasons other than a busy signal or an unanswered call, then that call is eligible for a refund through the process below. *Please note that we do **not** charge for calls that fail due to busy signals or are unanswered, and that those calls may be automatically re-scheduled and/or re-attempted based on the choices made during the scheduling session.*
4. Refund processing:
 - a. To request a refund for an eligible delayed call, you must inform Ifbyphone by e-mail to custservice@ifbyphone.com within 30 days of its AST and provide us with the following information:
 - o Your account ID
 - o The Accepted Scheduled Time (AST), including date and time
 - o The phone numbers for which the call was delayed
 - b. Ifbyphone will then confirm the call delivery information
 - c. Upon confirmation, Ifbyphone will credit your account for an amount equal to the duration of each delayed call multiplied by the applicable per-minute rate for such calls
 - d. The account credit will appear by the end of the next complete billing cycle following the date upon which the refund request is submitted, and be handled subject to our standard credit card processing procedures
5. Ifbyphone's standard terms and conditions also apply to scheduled call broadcasts, and your sole remedy for a late delivery shall be the refund described above. Except with respect to the refund, Ifbyphone assumes no liability for delayed calls including direct or indirect damages, lost business opportunity or revenue or other circumstances that result from the delay or missed delivery. In addition, the guarantee does not apply when delays are caused by "force majeure" circumstances (such as acts of government, power outages, natural disasters, fires or floods, or the like). Finally, the guarantee does not apply to the extent your terms of service provide any other remedy for the same delivery delay; remedies do not cumulate.
6. Ifbyphone limits the refund amount per scheduled broadcast to \$1,000.00 (one thousand U.S. dollars).