

# Credit Card Payment Terms & Conditions

These Credit Card Payment Terms and Conditions ("Payment Terms") govern all payments made by credit card or debit card to **Fireline Communications**, a California-based telecommunications provider ("Fireline," "Company," "we," "us," or "our"). These Payment Terms apply to all customers located within the United States and supplement any applicable Master Services Agreement, Service Order, Acceptable Use Policy, or other service-specific agreement between you and Fireline. By submitting a credit card payment, you acknowledge that you have read, understood, and agree to be bound by these Payment Terms.

## 1. AUTHORIZATION TO CHARGE

By providing your credit or debit card information and authorizing a payment, you represent and warrant that you are an authorized cardholder or have obtained proper authorization from the cardholder. You authorize Fireline to charge the card on file for all amounts due, including but not limited to recurring monthly service charges, usage-based charges, regulatory fees, taxes, surcharges, one-time setup or installation fees, equipment charges, and any other amounts owed under your service agreement.

This authorization remains in effect until your services are properly canceled in accordance with your applicable service agreement and all outstanding balances are paid in full.

## 2. ACCEPTED PAYMENT METHODS

Fireline accepts major credit cards, including Visa,

MasterCard, American Express, and Discover. Accepted payment methods may change without prior notice.

### **3. RECURRING BILLING AND AUTO-PAY**

Most Fireline services are billed on a recurring basis. By enrolling in recurring billing, you authorize Fireline to automatically charge your card on file each billing cycle for all applicable charges. Billing cycles are typically monthly unless otherwise specified in writing.

You are responsible for maintaining valid and current payment information. Failure to do so may result in service interruption, late fees, or termination of service as permitted by law and your service agreement.

### **4. USAGE-BASED CHARGES**

Certain services, including but not limited to VoIP calling, SMS messaging, toll-free services, and international traffic, may incur usage-based charges. Usage charges are calculated based on Fireline's then-current rate schedules and call detail records or message logs, which shall be deemed accurate unless proven otherwise.

Usage-based charges may be billed in arrears and charged automatically to the card on file.

### **5. TAXES, REGULATORY FEES, AND SURCHARGES**

You agree to pay all applicable federal, state, and local taxes, regulatory fees, assessments, and surcharges associated with your services. These may include, without limitation, FCC regulatory recovery fees, Universal Service Fund (USF) charges, E911 fees, state and local telecommunications taxes,

and other government-mandated charges.

Such taxes and fees are not controlled by Fireline, may vary by jurisdiction, and may change without notice. Fireline reserves the right to pass through new or increased regulatory fees as permitted by law.

## **6. PAYMENT PROCESSING AND SETTLEMENT**

Credit card payments are processed at the time of submission or on the applicable billing date. Payment posting times may vary based on card issuer and payment processor policies. Fireline is not responsible for delays caused by third-party processors or financial institutions.

## **7. NON-REFUNDABLE PAYMENTS**

Unless expressly stated otherwise in writing, all payments are non-refundable. This includes, but is not limited to, monthly service fees, usage charges, regulatory fees, and surcharges. Any approved refunds will be issued at Fireline's sole discretion and credited back to the original payment method.

## **8. CHARGEBACKS AND BILLING DISPUTES**

You agree to contact Fireline's billing department before initiating a chargeback or payment dispute with your card issuer. Billing disputes must be submitted in writing within the timeframe specified in your service agreement or invoice.

Improper or unjustified chargebacks constitute a material breach of your service agreement and may result in service suspension, termination, additional administrative fees, and recovery of costs incurred by Fireline in responding to the chargeback.

## **9. FAILED OR DECLINED PAYMENTS**

If a payment is declined or fails for any reason, you remain responsible for the outstanding balance. Fireline may reattempt payment, suspend or restrict services, assess late fees, or terminate services in accordance with your service agreement and applicable law.

## **10. SERVICE SUSPENSION FOR NON-PAYMENT**

Fireline reserves the right to suspend or terminate services for non-payment in accordance with FCC rules, applicable state regulations, and your service agreement. Suspension or termination does not relieve you of responsibility for charges incurred prior to the effective date of suspension or termination.

## **11. PAYMENT SECURITY AND PCI COMPLIANCE**

Fireline uses commercially reasonable safeguards and PCI-DSS compliant third-party payment processors to protect cardholder data. Fireline does not store full credit card numbers on its systems. While Fireline follows industry-standard security practices, no payment system can be guaranteed to be completely secure.

## **12. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Fireline shall not be liable for any indirect, incidental, special, or consequential damages arising out of or related to credit card payments, including processing delays, system outages, or actions taken by card issuers or payment processors beyond Fireline's

reasonable control.

### **13. GOVERNING LAW**

These Payment Terms are governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles. Any legal action arising from these Payment Terms shall be brought in a court of competent jurisdiction located in California, unless otherwise required by applicable law.

### **14. MODIFICATIONS**

Fireline reserves the right to modify these Payment Terms at any time. Updated terms will be posted on Fireline's website and will become effective upon posting. Continued use of credit card payment methods constitutes acceptance of the revised terms.

### **15. CONTACT INFORMATION**

For billing questions or disputes, please contact:

**Fireline Communications**

**Address:** 9911 Norwalk Blvd. Santa Fe Springs, CA 90670

**Billing Email:** ar@firelinecommunications.com

**Phone:** 323-784-3405

### **17. NO LEGAL ADVICE DISCLAIMER**

These Payment Terms are provided for general informational purposes and do not constitute legal advice. Fireline recommends consultation with qualified legal counsel to ensure compliance with applicable federal, state, and telecommunications regulations.

