

VoiSelect Provider's ("Provider(s)")
END USER VOICE SERVICE AGREEMENT ("Agreement")
RESIDENTIAL VOICE SERVICES ("Service(s)")
IMPORTANT NOTICE ABOUT YOUR
VoiSelect DIGITAL VOICE OVER IP (VoIP) SERVICE:

PROVIDER'S VOISELECT SERVICE WILL BE PROVIDED TO INDIVIDUALS WHO ENTER INTO THIS AGREEMENT ("SUBSCRIBER(S)") WITH PROVIDER TO PURCHASE THE SERVICE OVER THE BROADBAND INTERNET CONNECTION TO SUBSCRIBER'S HOME. PROVIDER WILL PROVIDE A TELEPHONE ADAPTER ("ADAPTER") THAT WILL CONNECT SUBSCRIBER'S TELEPHONE(S) TO SUBSCRIBER'S BROADBAND MODEM IN ORDER TO PROVIDE HIGH QUALITY VoiSelect SERVICE AT SUBSCRIBER'S HOME. THE ADAPTER THAT IS PROVIDED TO SUBSCRIBER IS DESIGNATED EXCLUSIVELY FOR USE IN SUBSCRIBER'S HOME. USE FROM ANY OTHER LOCATION IS STRICTLY PROHIBITED.

PROVIDER, HAVING CLEARLY STATED THAT THE ADAPTER THAT IS PROVIDED WILL BE USED EXCLUSIVELY AT SUBSCRIBER'S HOME, AND THAT THE PROVIDER AND/OR ITS UNDERLYING PARTNERS, WILL NOT BE HELD LIABLE, IN ANY WAY, IN THE EVENT THAT SUBSCRIBER ATTEMPTS TO USE THE ADAPTER TO SUMMON EMERGENCY SERVICES FROM ANY LOCATION OTHER THAN SUBSCRIBER'S HOME, PROVIDER WILL NOT BE HELD LIABLE FOR ANY DAMAGES, INJURIES OR LOSS OF LIFE RESULTING FROM, OR EXACERBATED BY AN INABILITY TO REACH EMERGENCY SERVICES PERSONNEL, OR BY EMERGENCY SERVICES PERSONNEL BEING UNABLE TO LOCATE SUBSCRIBER IN THE EVENT THAT SUBSCRIBER DIALS 911 VIA AN ADAPTER THAT IS BEING USED FROM ANY LOCATION OTHER THAN THE HOME TO WHICH SUBSCRIBER'S SERVICE IS REGISTERED.

Emergency Services - 911 Services

Provider's 911 Service is different from traditional 911 or E911 services.

Provider will route all 911 calls to the Public Safety Answering Point ("PSAP") that serves Subscriber's location but the Service is different in a number of important ways from traditional 911 or E911 Services as described below. Subscriber shall inform any household residents, guests and other third persons who may be present at the physical location where Subscriber utilizes the Service of (i) the non-availability of traditional 911 or E911 Services and (ii) the important differences in, and limitations of the Provider's 911 Service as compared to traditional 911 or E911 Services. The documentation that accompanies the Adapter includes 911 Stickers ("911 Sticker(s)") regarding the potential non-availability of traditional 911 or E911 Services. It is Subscriber's responsibility, in accordance with the instructions, to place the 911 Sticker on each telephone that Subscriber uses with the Service. If Subscriber did not receive 911 Stickers with the documentation provided, or Subscriber requires additional 911 Stickers, Subscriber must contact the Provider's customer care department to request 911 Stickers immediately.

How Emergency Personnel are Contacted

All 911 calls will be transferred to a PSAP that serves Subscriber's location. The Service is also designed to transmit the telephone number and the registered location from which Subscriber is calling. Use from any other address is strictly prohibited.

Physical Location

Use of {SP} Service is permitted only at the address to which it is registered; use from an alternate location is strictly prohibited. Should Provider be required to direct emergency personnel, the location information that is provided to an emergency operator is always the Service address that Subscriber provided when the Service was ordered.

Service Outages.

- a) Service Outages Due to Power Failure or Disruption. 911 Services do not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Services, will not function until power is restored. Following a power failure or disruption, Subscriber may need to reset or reconfigure Subscriber's Adapter prior to utilizing the Service, including 911 Services.
- b) Service Outages Due to an Internet Outage. Service outages by Internet and network providers to Provider could prevent all Service, including 911 Services, from functioning.
- c) Service Outage Due to Suspension or Termination of Subscriber's Provider Account. Service outages due to suspension or termination of Subscriber's account will prevent all Service, including 911 Services, from functioning.
- d) Other Service Outages. If there is a Service outage for any other reason, such outage will prevent all Service, including 911 Services, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons as described elsewhere in this Agreement.
- e) Network Congestion; Reduced Speed for Routing or Answering 911 calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing the Service as compared to traditional 911 Services over traditional public telephone networks.

Possible Lack of Automatic Number Identification

It may not be possible for the local emergency personnel to automatically obtain Subscriber's phone number when Subscriber uses the 911 Services. The system is configured to send the automatic number identification information; however, one or more telephone companies route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers Subscriber's 911 call may not be able to automatically obtain Subscriber's phone number and call Subscriber back if the call is not completed or is not forwarded and/or is dropped or disconnected and/or if Subscriber is unable to speak to tell the operator Subscriber's phone number, and/or if the Service is not operational for any reason.

Possible Lack of Automatic Location Identification

It may not be possible for the local emergency personnel to automatically obtain Subscriber's address when Subscriber uses 911 Services. The system is configured to send the location information; however, one or more telephone companies route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers Subscriber's 911 call may not be able to automatically obtain Subscriber's address and direct emergency personnel if the call is dropped or disconnected and/or if Subscriber is unable to speak to tell the operator Subscriber's address and/or if the Service is not operational for any reason.

Disclaimer of Liability and Indemnification

Provider does not have any control over whether, or the manner in which, 911 calls using Service are answered or addressed by any local emergency response center. Provider disclaims all responsibility for the conduct of emergency response centers. Provider relies on third parties to assist in routing 911 calls to local emergency response centers. Provider disclaims any and all liability or responsibility in the event such third party data used to route 911 calls is incorrect or yields an erroneous result. Neither Provider nor its officers, directors, shareholders, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with the Service may be held liable for any claim, damage, or loss, and Subscriber hereby waives any and all such claims or causes of action, arising from or relating to the Service unless such claims or causes of action arose from Provider's gross negligence, recklessness or willful misconduct. Subscriber shall defend, indemnify, and hold harmless Provider, its officers, directors, shareholders, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses including without limitation, attorneys fees, by, or on behalf of, Subscriber or any third party relating to the absence, failure or outage of the Service, including 911 Services, incorrectly routed 911 calls, and/or the inability of any person, whether authorized or unauthorized, using the Service and/or Adapter provided to Subscriber ("User(s)") to be able to use 911 Services or access emergency service personnel.

Alternate 911 Arrangements

If Subscriber is not comfortable with the limitations of 911 Services with the Service, Subscriber should consider having alternative means to summon emergency services or terminating the Service.

VoiSelect Offering

1. Voice over IP Service
 - a) Provider provides Service to Provider's Subscribers that are served by Provider's Internet Service.
 - b) This Agreement governs both the Service and the Adapter that will be used in conjunction with the Service.
 - c) By activating the Service, Subscriber acknowledges that Subscriber has read and understands and agrees to the terms and conditions of this Agreement, and that Subscriber is of legal age to enter this Agreement and become bound by its terms.
2. Term and Billing Conditions
 - a) Service is offered month to month and Provider will bill accordingly; Subscriber's billing shall commence at 12:01 AM on the day of first use of the Service by a Subscriber or the dialing of an activation code, whichever comes first. Subscriber will be invoiced on a monthly basis. The invoice will include all charges for Subscriber. The invoice will contain monthly recurring charges, prorated monthly recurring charges for Subscriber with a Service start date during the previous month, all applicable non-recurring charges and all out-of-plan charges incurred by Subscriber during the previous month. Monthly recurring charges are billed one (1) month in advance while out-of-plan charges are billed in arrears.
 - b) Terms of this Agreement govern Subscriber's Service until canceled and automatically renew on the first day of each calendar month without further action by Subscriber unless Subscriber provides Provider written notice of non-renewal at least ten (10) days before the beginning of the next calendar month.
 - c) Billing will be in one (1) month increments. Termination during any given calendar month will not result in a pro-rated bill for that month. At the conclusion of each billing month, Subscriber is responsible for a full month's subscription charges billed in advance and all other charges billed in arrears.
3. Subscriber Liability

By registering for the Service, Subscriber accepts liability for all use of Provider's Service and the Adapter that is provided to Subscriber whether it is incurred by Subscriber or by any other Users of the Service or Adapter provided to Subscriber.
4. Residential Use of Service and Adapter
 - a) The Service and Adapter that are provided to Subscriber as a residential Subscriber are for personal, residential, non-business and non-professional use.
 - b) The Service and Adapter are not for use in conjunction with any commercial or governmental activities whether for profit or non-profit. Prohibited activities include but are not limited to using the Service for purposes of running a home office, running a business from home, sales, tele-commuting, call center operations, and telemarketing including charitable or political solicitation or polling. Autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns are not allowed over the Service.
 - c) The Services that will be provided to Subscriber are not to be provided by Subscriber to anyone else for a fee, they are not to be resold, and Subscriber's responsibility for Service is not transferable to any other person or entity for any purpose.
 - d) In addition to all regular charges and fees, in the event that Subscriber uses the Service for any unauthorized purposes Subscriber will be obligated to pay \$0.05 per minute for Service for all periods, including past periods, in which Subscriber uses, or used, the Service for any unauthorized purpose.
 - e) Provider reserves the right to immediately terminate or modify the Service if Provider concludes, at its sole discretion, that the Service is being used for any unauthorized use or in any objectionable manner.

5. Lawful Use of Service and Adapter

Subscriber agrees to use the Service and Adapter only for lawful purposes. Subscriber agrees not to use them for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material: a. Would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law and/or b. Encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Provider reserves the right to terminate Subscriber's Service immediately and without advance notice if Provider receives a request to do so from an authority, court or law enforcement agency. Provider will take reasonable care to avoid knowing data, programs, procedures, materials, voice files, communications, and any other information that is transmitted while using the Service ("Content"), however, in the event that Provider becomes aware of any transmission over the network, and has reason to believe that the Content being transmitted is indicative of unlawful behavior, Provider reserves the right to notify law enforcement of the nature of the Content and the participants in the transmission. If Provider is required by a court order to provide any usage records or the Content of any transmissions, Provider will forward the requested material, including personally identifiable information in fulfillment of the court order. In the event that unlawful behavior is reasonably suspected, Provider reserves the right to terminate Service without notice.

6. Tampering With the Adapter or Service

- a) Subscriber agrees not to tamper with, or alter in any way, the electronic serial number or equipment identifier of the Adapter.
- b) Subscriber agrees not to attempt to hack or disrupt the Service or to make any use of the Service that is inconsistent with its intended purpose as residential telephone service.
- c) Provider reserves the right to terminate Subscriber's Service in the event that Subscriber tampers with the Adapter. In such case the terms of Section 8 will apply.

7. Theft of Service

- a) Subscriber is required to notify Provider immediately by calling the Provider sales office at Provider Sales Office Number, if the Adapter is stolen or if Subscriber becomes aware at any time that Subscriber's Service is being stolen or fraudulently used. When Subscriber calls, Subscriber must provide Subscriber's account information and a detailed description of the circumstances of the theft of the Adapter, or the circumstances of the fraudulent use of Service.
- b) Failure to notify Provider in a timely manner may result in additional charges to Subscriber.
- c) Until such time as Provider receives notice of the theft or fraudulent use, Subscriber will be liable for all use of the Service using a Adapter stolen from Subscriber and any and all stolen Service or fraudulent use of the Service.

8. Return of Adapter

- a) Unless the Adapter was purchased, the Adapter, all accessories, documentation and packaging materials must be returned to Provider within fourteen (14) days of the termination of Service or a charge of \$125.00 will be applied to Subscriber's account. Subscriber is responsible for shipping and/or other charges related to the return of the Adapter.
- b) The Adapter must not be damaged, reasonable wear and tear excluded.
- c) If mailed, the Subscriber is responsible for the insurance cost and/or risk of shipping the Adapter back to Provider.

9. Number Transfer on Service Termination

Upon termination of Provider's Service, Provider will release Subscriber's telephone number to a new provider under the following conditions:

- a) The new provider must request the telephone number.
- b) The new provider must be able to accept the number.
- c) Subscriber's account must be current, including any applicable port-out charges and/or other fees.

10. Provider's Service shall not be used from any location other than the home at which the Service is subscribed.

11. Loss of Service Due to Power Failure, Network Outage, and/or Termination of Internet Connection or Service

- a) In the event of a loss of power to the Adapter or to the broadband modem, Provider's Service will not function. A power failure or disruption may require the Subscriber to unplug the modem and Adapter then to plug the modem and Adapter back in to restore Service. The likelihood of a loss of power can be reduced by installing an uninterruptible power system. Uninterruptible power systems can be purchased at most stores where computers are sold; they can provide power to Subscriber's modem and Adapter, and they can keep Subscriber's Service up and running for a limited period of time in the event of a power outage.
- b) Provider's Service may not function if Subscriber's Broadband connection to the Internet fails to function. In the event that Provider suspends or terminates Subscriber's broadband Internet connection, the Service will not function until such time as Provider restores Subscriber's Internet connection.
- c) In the event that Subscriber's Internet Service fails due to a power or network outage, or for any other reason, 911 Services will not be reachable by any telephone connected to Subscriber's Adapter.

12. Copyright / Trademark / Unauthorized Usage of Adapter, Firmware or Software

- a) Provider's Service, the Adapter, and any imbedded firmware or software used to provide Provider's Service and all information, documents and materials on Provider's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions.
- b) All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") shall remain the exclusive property of their respective owners and nothing in this Agreement shall grant Subscriber the right or license to use any such marks.
- c) Subscriber acknowledges that Subscriber is not given any license to use the firmware or software used to provide the Service or provided to Subscriber in conjunction with providing the Service, or embedded in the Adapter, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement.

- d) Subscriber expressly agrees that the Adapter is exclusively for use in connection with Provider's Service, and that Provider will not provide any passwords, codes or other information or assistance that would enable Subscriber to use the Adapter for any other purpose.
- e) Subscriber shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
- f) If Subscriber decides to use the Service through an interface device other than the Adapter provided by Provider, which Provider reserves the right to prohibit in particular cases or generally, Subscriber warrants and represents that Subscriber possesses all required rights, including software and/or firmware licenses, to use that interface device with the Service and Subscriber will indemnify and hold harmless Provider against any and all liability arising out of Subscriber's use of such interface device with the Service.

13. Service Distinctions

Subscriber acknowledges and understands that the Provider's Service is subject to different regulatory treatment than telephone service provided by Local Exchange Carriers. This fact may limit or otherwise affect Subscriber's rights of redress before Federal or State telecommunications regulatory agencies.

14. Risk of Loss

Subscriber will be considered fully responsible for the Adapter and bear all risk of loss, theft or damage from the time it is provided to Subscriber until the time (if any) when it is returned by Subscriber to Provider.

15. Calling Limitations

- a) Provider's Service does not support collect calls, third party billing or calling card calls, and Provider's Service may not support some x11 calls.
- b) Provider prohibits the use of (i) calls to NPA-976-XXXX and/or (ii) calls to NPA 900 numbers and/or (iii) inbound collect calls and/or (iv) calls to any other numbers or Services where under normal telecommunications industry arrangements the Subscriber is to be billed for the call by Provider. The use of these prohibited Services may generate extra charges and fees.

16. Changes to This Agreement

Provider may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective once an updated version of this Agreement is posted on the Provider website. Such changes will become binding on the date the notice is posted. No further notice by Provider is required. The Agreement, once posted, will supersede all previous Agreements.

17. Charges/Payments/Default/Taxes/Termination

- a) Provider will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Provider decides to bill in arrears, including but not limited to: activation fees, monthly service fees, special calling services, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Provider reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50.00. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Provider's website.
- b) Billing Disputes - Subscriber may review Subscriber's utilization of Provider's Service by logging into Subscriber's account portal. In the event that Subscriber disputes any charge(s), Subscriber must provide an explanation of the reasons for which Subscriber disputes the exact charge(s) in writing, within seven (7) days of the day Subscriber received Subscriber's bill.
- c) Termination of Service for non-payment leaves Subscriber FULLY LIABLE to Provider for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by Provider in collecting such amounts, including, but not limited to, collection costs and reasonable attorney's fees as applicable by law.
- d) Termination/Discontinuance of Service - Provider reserves the right to suspend or discontinue providing the Service generally, or to terminate Subscriber's Service, at any time in its sole discretion. If Provider discontinues providing the Service generally, or terminates Subscriber's Service in its discretion without a stated reason, Subscriber will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If Subscriber's Service is terminated for any stated reason, including, without limitation, violation of this Agreement, or because of any improper use of the Service or Adapter (such as, but not limited to, Subscriber's attempts to hack, disrupt, or misuse the Service or Subscriber's acts or omissions that violate any acceptable use policy of Provider or of a third party provider to which Provider is subject), Subscriber will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable.
- e) Taxes - Subscriber is responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility, Universal Service Fund or other taxes, fees or charges now in force or enacted in the future, that arise from, or as a result of, Subscriber's subscription or use or payment for the Service or a Adapter. Such amounts are in addition to payment for the Service or Adapters and will be billed to Subscriber's account as set forth in this Agreement. If Subscriber is exempt from payment of such taxes, Subscriber shall provide Provider with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Provider receives such certificate.
- f) Discontinuance of Service – In the event that Subscriber elects to discontinue Subscriber's Service, Subscriber must notify Provider in writing ten (10) days prior to the end of Subscriber's billing month and if adapter was not previously purchased by subscriber, return Subscriber's Adapter to Provider within fourteen (14) days after the end of Subscriber's billing month, or Subscriber will be billed for the Adapter.
- g) In the event that Provider elects to discontinue Subscriber's Service, Subscriber must return Subscriber's Adapter to Provider within fourteen (14) days, unless previously purchased by Subscriber, or Subscriber will be billed for the Adapter.
- h) Pay phone and Toll-Free Charges – Subscriber acknowledges and agrees that Provider is entitled to recover from Subscriber any charges imposed on Provider by pay phone owners or operators, either

directly or indirectly through Provider's suppliers in connection with "collect" or "person to person" or "toll free" calls made to Subscriber's number, or any charges imposed on Provider by its suppliers to recover such costs. Provider may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as Provider deems appropriate for the recovery of these costs.

- i) Charges for Directory Calls - Provider will charge a fee for each call made to directory assistance.

18. Warranty and Liability Limitations/Indemnification

- a) Limitation of Liability - Provider shall not be liable for any delay or failure to provide the Service, including 911 Services, at any time or from time to time, or any interruption or degradation of voice quality which includes, but is not limited to, the following:
 - i. act or omission of an underlying carrier, service provider, vendor or other third party;
 - ii. equipment, network or facility failure;
 - iii. equipment, network or facility upgrade or modification;
 - iv. force majeure events including, but not limited to, acts of God, strikes, fire, war, riot, and/or government actions;
 - v. equipment, network or facility shortage;
 - vi. equipment or facility relocation;
 - vii. Service, equipment, network or facility failure caused by the loss of power to Subscriber;
 - viii. outage of Subscriber's or broadband service provider;
 - ix. act or omission of Subscriber or any person using the Service or Adapter provided to Subscriber;
 - x. any other cause that is beyond Provider's control, including without limitation a failure of or defect in any Adapter, the failure of an incoming or outgoing communication, the inability of communications, including without limitation 911 Services, to be connected or completed, or degradation of voice quality.

- b) Provider's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Provider's performance or nonperformance hereunder or (iii) any Provider act or omission in connection with the subject matter hereof shall in no event exceed charges for the Service with respect to the affected time period.

- c) Disclaimer of Damages

IN NO EVENT SHALL PROVIDER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO SUBSCRIBER IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO USE 911 SERVICES OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT PROVIDER WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

- d) Indemnification - Subscriber agrees to defend, indemnify, and hold harmless Provider, its officers, directors, shareholders, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with this Agreement and/or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys fees by, or on behalf of, Subscriber or any third party or Users of Subscriber's Service, relating to this Agreement, the Services, including 911 Services, or the Adapter. This paragraph shall survive termination of this Agreement.

- e) No Warranties on Service - PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA AND/OR INFORMATION. NEITHER PROVIDER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO SUBSCRIBER IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO PROVIDER'S OR SUBSCRIBER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, SUBSCRIBER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF PROVIDER'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY PROVIDER OR PROVIDER'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

- f) No Third Party Beneficiaries - No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

- g) Content - Subscriber is liable for any and all liability that may arise out of the Content transmitted by or to Subscriber or Users using the Services. Subscriber shall assure that Subscriber's or User's use of the Services and Content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Provider reserves the right to terminate or suspend affected Services, and/or remove Subscriber's or Users' Content from the Services, if Provider determines that such use or Content does not conform with the requirements set forth in this Agreement or interferes with Provider's ability to provide Services to Subscriber or others or receives notice from anyone that Subscriber's or Users' use or Content may violate any laws or regulations. Provider's actions or inaction under this Section shall not constitute review or approval of Subscriber's or Users' use or Content. Subscriber will indemnify and hold harmless Provider against any and all liability arising from the Content transmitted by or to Subscriber or by or to Users. Adapter

19. Resolution of Disputes

Mandatory Arbitration - Any dispute or claim between Subscriber and Provider arising out of or relating to the Service or Adapter provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in [County, State], and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to, (i) award relief in excess of what this Agreement provides and/or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Subscriber will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. SUBSCRIBER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED FOR HEREIN.

20. Governing Law

The Agreement and the relationship between Subscriber and Provider shall be governed by the laws of the State of [State]. To the extent court action is initiated to enforce an arbitration award or for any other reason, Subscriber and Provider agree to submit to the personal and exclusive jurisdiction of the courts located within the state of [State] and waive any objection as to venue or inconvenient forum. The failure of Provider to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Subscriber agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

21. Entire Agreement

This Agreement and the rates for Services found on Provider's website constitute the entire Agreement between Subscriber and Provider and govern Subscriber's use of the Service, superseding any prior agreements between Subscriber and Provider and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Provider unless and until posted in accordance with Section 16 hereof.

22. Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

23. Privacy

Provider's Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Provider is not liable for any lack of privacy that may be experienced with regard to the Service. Please refer to Provider's Privacy Policy for additional information.

I acknowledge that I have read and understand the above Agreement including the 911 Services information.

Date: _____

Subscriber Name: _____

Signature: _____

Address: _____

