

Terms and Conditions for Use of VoIP Communications Services

This agreement ("Agreement") is between IPVESTMENT, LLC. ("We", "Us", "IPV", or "IPVESTMENT") and the user ("You", "Your", "User", "Company" or "Customer") of IPVESTMENT's Business VoIP Communications Products and Service ("Products", "Service", or "Services"). For agreements between IPVESTMENT and the Company, the person signing for the Company certifies that they are an authorized agent of the Company, and have power of representation for the Company. This Agreement governs both the Services and any devices, such as an IPVESTMENT IP PBX, Phone Adapter, Router, IP/Wi-Fi Phone, Multiline IP Phone, or any other IP connection device provided by IPVESTMENT for use in conjunction with the Service ("Device" or "Equipment"). THIS AGREEMENT SHALL BE GOVERNED COLLECTIVELY WITH THE CUSTOMER SIGNED "CUSTOMER SERVICE ORDER" (CSO) FORM.

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE PRODUCTS AND SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY ALL TERMS HEREIN. IF YOU HAVE NOT READ AND UNDERSTOOD THIS ENTIRE AGREEMENT, AND DO NOT AGREE TO BE BOUND BY ITS TERMS, DO NOT SIGN THE CUSTOMER SERVICE ORDER ("CSO").

1. SERVICE

IPVESTMENT either directly or through its affiliates or underlying carriers, shall provide the IP Communications Services, and Customer shall purchase and utilize the Services per the terms and conditions of the Agreement along with the Customer Service Order ("CSO"). The Parties may, by mutual agreement, add and incorporate additional services by executing additional addendums and incorporating them herein. VoIP communications services are priced based on per minute usage. Per minute usage rates will vary based on length of agreed upon term and the TO and FROM locations (for example: LATA/Interstate/Intrastate, etc). Per minute usage rates will also vary based on the type of service – Toll Free Calling or DID/DOD. Per minute usage rates will vary from \$0.0159 to \$0.0599. A Minimum Monthly Minute subscription is required and will be listed on the CSO.

1.1. Term

Service is offered on an annual, single-year or multiyear term as listed on the Customer Service Order ("CSO"). The specific products and services to be rendered are listed on the CSO along with applicable charges for a term which begins on the date that IPVESTMENT activates the listed Service (s) and ends on the final day of the annual or multiyear term. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give IPVESTMENT a written notice of non-renewal at least ten (10) days before the end of the annual term in which the notice is given. Further, a month-to-month service rate increase of up to 15% will be applied to your account until a new annual agreement is signed by the Customer. You are purchasing the Service for the full term as listed in the CSO, if you choose to terminate Service prior to the end of the term, you will be responsible for the full remaining term charges (balance) to the end of the then-current term, including without limitation unbilled charges, plus a disconnect fee if applicable under the terms of this Agreement, all of which immediately become due, payable, and chargeable to your credit card/account. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued

charges due in relation to the Agreement.

1.2. Equipment Requirements

The Service requires standard SIP based customer premises equipment ("CPE") which may be provided by IPVESTMENT or by the Customer on a BYOD (Bring Your Own Device) plan pursuant to the terms of this Agreement. Use of the Service without such equipment is strictly prohibited. If you elect to provide your own equipment, then you are solely responsible for maintaining it and ensuring that it is compatible with the Service, and you agree that if it is not compatible with, or properly configured for IPVESTMENT, IPVESTMENT may terminate the Service at its sole discretion.

1.3. Business Use of Service

IP Services are provided to you as a business user whereas you subscribe to IP Communications Services for the purpose of communicating and conducting legal business functions. You agree to not, and may not, sell, resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service, without the prior express written permission from IPVESTMENT.

1.4. Support and Maintenance

IPVESTMENT will make necessary provisions, technically and logistically to ensure the reliability of the IP Communications Services; however we do not guarantee service up time. In our efforts to provide a reliable network, we reserve the right to perform maintenance on our network at any time, without notice to Customer. However when reasonably possible we will limit any service interruptions and will strive to give Customer a notice of such maintenance. In the event of a service interruption, which may not be related to any scheduled maintenance, Customer will notify IPVESTMENT as soon as possible of the service interruption and We will intend to restore service as soon as possible.

1.5. Number Porting Request

Customer may request that phone numbers be ported to the IPVESTMENT VoIP Network by submitting a completed LOA (Letter of Agency) and a current bill copy from Customer's current telephone and/or internet telephony service provider(s). No port shall be accepted or submitted without this information. Pricing information for porting Toll Free and DID numbers to IPV is displayed in EXHIBIT A. Standard porting time is fourteen (14) to forty-five (45) days, but ports may occur before fourteen (14) days or after forty-five (45) days in certain circumstances. Customer or Customer's Subscriber should specify the desired port date in the appropriate section of the LOA. Once the LOA and bill copy are received from Customer and/or Customer's Subscriber, IPVESTMENT IP Services Division shall initiate the port request and shall obtain a FOC (Firm Order Commitment) date. Customer shall be provided with a FOC date informing Customer when Customer lines are scheduled to be ported to IPV. Porting time on the FOC date is 8:00 AM EST. The fees for canceling or changing a port of a DID to IPV is located in EXHIBIT A. For any port cancellation or change initiated by Customer, IPV shall assign the appropriate cancellation/change fees to Customer's account. Customer shall be provided a list of all port cancellations/changes appearing on Customer account. Payment for cancellation or change fees occurring within a given month shall be payable within fifteen (15) days of invoice displaying the port cancellation fees.

1.6. Number Transfer on Service Termination

IPVESTMENT may, solely at the Company's discretion, release any telephone number that was ported in to IPVESTMENT by you and used in connection with your Service to your new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided (i) your account has been terminated; (ii) your IPVESTMENT account is completely current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account. IPVESTMENT will not transfer or release telephone numbers that it has assigned for use in conjunction with your Service.

1.7. Prohibited Uses of Service

You agree to use the Service only for lawful purposes. You agree to not use the Service for any unlawful purpose, including for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers, or (2) avoids your obligation to pay for the Services. You also agree to not use the Service for transmitting or receiving any communication or material of any kind which would (1) constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (2) 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. IPVESTMENT reserves the right to terminate the Service immediately and without advance notice if IPVESTMENT, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full term's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due, payable and chargeable to your credit card/account. If IPVESTMENT, in its sole discretion, believes that you have violated the above restrictions, IPVESTMENT may forward the objectionable material, as well as your communications with IPVESTMENT and your personally identifiable information to the appropriate authorities for investigation and prosecution, and by using the Service you thereby consent to such forwarding.

1.8. Use of Service and Device by Customers outside the United States

IPVESTMENT allows use of the Service inside or outside of the United States. However, if you use it outside the United States you do so at your own risk. If you remove the Device to a country outside the United States and/or use or attempt to use it there, you do so at your own risk, including but not limited to the risk that such activity violates the laws of the country where you do so, and/or violates the export laws of the United States and/or the import laws of that other country. IPVESTMENT will not make any provisions, accommodations or support your use of the service outside of the United States.

1.9. Tampering with the Device and Service

You agree to not change the electronic serial number, MAC or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from IPVESTMENT. IPVESTMENT reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full term's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You agree to not disrupt or hack the Service or to make or attempt to make any use of the Service that is inconsistent with its intended purpose.

1.10. Theft of Service or Device

You agree to notify IPVESTMENT immediately, in writing or by calling the IPVESTMENT customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

2. Service Distinctions

You acknowledge and understand that the Service is not a telephone service. Important distinctions exist between telephone service and the enhanced Service offering provided by IPVESTMENT. Some, but not all, of these distinctions are described in this Agreement. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. You understand that the voice communications services you are using is Voice over Internet Protocol (VoIP).

2.1. Loss of Service Due to Power Failure or Internet Service/Broadband Outage

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply; the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which is Not provided by IPVESTMENT) and that, accordingly, in the event of an outage of, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service will not function until the power supply is restored and/or the ISP/broadband outage is fixed. You will continue to be billed for the Service during such failures, terminations and/or outages unless and until you or IPVESTMENT terminate the Service in accordance with this Agreement.

2.2. No 900 Calls

The Service does not permit calls to 900 numbers or other pay-per-call services.

2.3. No Operator Service

The Service does not support calls to operator services.

2.4. No Collect Calls

The Service does not support collect calls.

2.5. Directory Assistance

You agree that calls to Directory Assistance (1-XXX-555-1212) excluding toll-free Directory Assistance (1-8---555-1212) will incur a US\$2.99 per call charge.

2.6. Calls from a Payphone

You agree that calls to an IPVESTMENT Toll-free Alternate Number from a Payphone will incur a US\$0.80 per call charge.

3. EMERGENCY DIALING and LIMITATION OF LIABILITY & E911

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF IPVESTMENT'S 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS.

IPVESTMENT Basic 911 or Enhanced 911 (E911) service ("IPV 911 SERVICE") is different than traditional 911 land line service.

- 3.1. No E911/911 Emergency Calling Services will be enabled for Customer unless Customer requests such services, in which case a separate E911/911 Services Addendum must be signed and dually executed by both Parties. The information below is provided as an overview of the limitation of IPV's E911/911 service offering.
- 3.2. Customer acknowledges that IPV has no control over how a foreign administration or third party establishes its own rules and conditions pertaining to E911/911 calling services. Customer agrees to indemnify, defend, and hold harmless IPVESTMENT, LLC, its directors, officers, employees, affiliates, agents, partners, technicians, and/or underlying service or database providers, from any and all any losses, claims, or damages sustained by Customer, Customer Partners, Customer's interconnecting service provider (s), Customer Subscribers and/or End or Circumstantial Users, due to or resulting from, any failure in or breakdown of the communication services, facilities, or systems associated with providing the Services, or for any delay, interruption or degradation of the Services whatsoever shall be the cause or duration thereof, or for any other cause or claim whatsoever arising under this Addendum to the Agreement.
- 3.3. In no event shall IPVESTMENT, LLC. be liable to Customer, Customer Partners, Customer's Interconnecting service provider (s), End user or Circumstantial Users, for any direct, indirect, consequential, or special losses, damages, or claims of any kind, resulting from the ability or inability to use the Services howsoever arising, and whether under contract, tort or otherwise (including, but not limited to, attorney fees, third party claims,

loss of life, loss of business or profits, loss of customers, and/or damage to reputation or goodwill).

- 3.4. IPV may make E911/911 Emergency Calling Services available to Customer and Customer may choose to implement E911/911 Services for Customer. Presently IPVESTMENT routes E911/911 calls via 10 digit routing to PSAPs (Public Safety Answering Points). Where available, IPVESTMENT routes E911 calls via Selective Routers to the 911 Trunks of the PSAPS. If Customer wishes to rely on IPV-provided E911/911 Services, Customer must make IPV aware of this and work with IPV to implement the E911/911 Services and obtain a private E911 portal for their Customer base. Fees for setup and delivery of 911 services will be provided upon request.
- 3.5. Customer acknowledges and understands that there may be circumstances in which the E911/911 Services may be delayed or may not be available to Users. Such circumstances may include, but are in no way limited to the following:

- 3.5.1. Electrical Power Outage or Broadband Internet Service Provider (ISP) outage or unavailability;
- 3.5.2. Suspension or Termination of Customer or Customer's Subscribers' account(s) or VOIP service(s);
- 3.5.3. Location of Customer or Customer's Subscriber's VOIP device(s) to an address other than the one given at activation, without updating the E911 location information with IPVESTMENT;
- 3.5.4. New E911/911 DID Location Registrations with the IPVESTMENT E911/911 database will generally be available within five (5) to seven (7) working days. Expedited E911/911 DID Registration requests are normally available within forty-eight (48) hours of the time that IPVESTMENT receives the E911/911 DID Registration request form Customer. However, IPVESTMENT cannot guarantee that this will always be the case, especially if the E911 Registered Location provided by Customer is lacking and/or incongruent with the parameters of the IPVESTMENT E911/911 portal and/or database and subsequently produces a rejection of the Registered Location update;
- 3.5.5. Malfunction, Failure, and/or Improper Configuration of Subscribers' VOIP device(s) and/or using an unapproved or unsupported VOIP or IAD device(s);
- 3.5.6. Deficits or limitations of the PSAP, National Emergency Call Center, Emergency Services Operators or Personnel systems and/or equipment;
- 3.5.7. Unforeseen congestion on the IPVESTMENT VOIP network or network design factors which delay or prohibit Services;
- 3.5.8. Incorrect Customer and/or Customer Subscriber-supplied location information given at the time of activation of the IPVESTMENT Services.
- 3.5.9. Customer/Subscriber/User tampering with the IAD device(s), producing changes which prohibit utilization of the Services.
- 3.5.10. Other unspecified circumstances which affect the use of IPVESTMENT Services.

4. INDEMNIFICATION

THE TERM "IPVESTMENT" AS USED IN THIS SECTION SHALL MEAN IPVESTMENT, LLC. AND IT'S AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

- 4.1. YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICE AND/OR DEVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICE OR DEVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS IPVESTMENT AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS IPVESTMENT FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES,

LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

5. LIMITATION OF LIABILITY

THE TERM "IPVESTMENT" AS USED IN THIS SECTION SHALL MEAN IPVESTMENT, LLC. AND IT'S AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

5.1. IN NO EVENT SHALL IPVESTMENT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. NOR SHALL IPVESTMENT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO IPVESTMENT OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND IPVESTMENT'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. IPVESTMENT SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO IPVESTMENT'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'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 IPVESTMENT'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. IPVESTMENT'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL 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 IPVESTMENT WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE IPVESTMENT FOR ALL

COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST IPVESTMENT TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW. THIS SECTION SHALL SURVIVE THE AGREEMENT.

6. WARRANTIES

THE TERM "IPVESTMENT" AS USED IN THIS SECTION SHALL MEAN IPVESTMENT, LLC. AND IT'S AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

6.1. IPVESTMENT MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IPVESTMENT DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. IPVESTMENT DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. IF CUSTOMER PURCHASED THE DEVICE NEW FROM IPVESTMENT AND THE DEVICE INCLUDED A LIMITED WARRANTY AT THE TIME OF PURCHASE, CUSTOMER MUST REFER TO THE SEPARATE LIMITED WARRANTY DOCUMENT FOR INFORMATION ON THE LIMITATION AND DISCLAIMER OF SUCH WARRANTY. IF CUSTOMER'S DEVICE DID NOT INCLUDE A LIMITED WARRANTY FROM IPVESTMENT AT THE TIME OF PURCHASE, CUSTOMER AGREES THAT IT ACCEPTS THE DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST IPVESTMENT TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

7. Replacement of a Defective Device

If you have a defective Device, IPVESTMENT will replace it without charge as long as you have fully paid for the Services and return the defective Device to IPVESTMENT. You must first receive a Return Merchandise Authorization from IPVESTMENT by emailing or calling an IPVESTMENT Customer Service Representative who will determine if the Device is defective or not. If it is determined to be defective, IPVESTMENT will then ship you a new Device and a shipping label for you to return the defective Device to us without cost to you. You must return the Device in the original packaging with the bar code intact and include all components, cables, accessories, parts, manuals, and other documentation. If after 14 days of shipping the new Device to you, we have not received the defective Device, we will charge you the device fee. This replacement policy is good for 12 months from the date your account is activated regardless of how many times your Device is replaced during those 12 months.

8. CHANGES TO THIS AGREEMENT

IPVESTMENT may change the terms and conditions of this Agreement from time to time. Changes to this Agreement supersede all previously agreed to electronic and written Terms and Conditions. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, AND/OR TERMS AND

CONDITIONS HAVE BEEN MADE, YOU AGREE TO THE CHANGES. Notices will be considered given and effective on the date posted on the IPVESTMENT website at www.IPVESTMENT.com/voipterms and/or the date we notify you of changes by the following: email at the address provided by you, postcard, letter, recorded announcement, message on your bill, an insert in your bill, newspaper ad, or a call to your billed telephone number, whichever occurs first.

9. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

9.1. Billing

You must give us a valid credit card number when the Service is activated. If the card expires, you close your account or your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise IPVESTMENT at once of any changes of your credit card information by calling our customer service department. We will bill all charges monthly to your credit card, including but not limited to: activation fees, monthly Service/usages/per minute usages fees, surcharges, applicable taxes, disconnection fees, international usage charges, advanced feature charges, equipment purchases and shipping and handling charges.

9.2. Payment method other than Credit Cards shall be acceptable at the discretion of IPVESTMENT. Other forms of payment may be Check and Money Orders written and delivered to IPVESTMENT.

Payment by check shall be sent to the following:

IPVESTMENT
5274 NW 64 Street
Ocala, FL 34482

9.3. "One Time Use" or Disposable Credit Cards

IPVESTMENT strictly prohibits the use of "one time use" or disposable credit cards. If you use such a card to activate the IPVESTMENT Service and such use results in IPVESTMENT not being able to collect charges for the Service, you will be subject to a \$500.00 fee as liquidated damages and not as a penalty, plus any reasonable in-house or outside counsel attorney's fees incurred by IPVESTMENT to collect such unpaid charges and liquidated damages.

9.4. Billing Disputes

You must notify IPVESTMENT in writing within seven (7) days after receiving your credit or bank statement or from the time funds are debited from your IPVESTMENT Master Account if you dispute any IPVESTMENT charges on that statement or that have been debited from your IPVESTMENT Master Account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address:

Customer Care Billing Department
IPVESTMENT, LLC.
5274 NW 64 Street

Ocala, FL 34482
or
billing@ipvestment.com

9.5. Payment

IPVESTMENT only accepts payments by credit cards (Visa/Master Card/Discover – AMEX not accepted) or Checks/Money Order. Your initial use of the Service authorizes IPVESTMENT to charge all amounts due to IPVESTMENT as stated in the Agreement on the credit card account number on file with IPVESTMENT, or on any other credit card provided by Customer if the original card expires or is replaced. This authorization will remain valid until 30 days after IPVESTMENT receives your written notice terminating

IPVESTMENT's authority to charge your credit card. IPVESTMENT may terminate your Service at any time, in its sole discretion, if any charge to your credit card on file with IPVESTMENT is declined or reversed, if your credit card expires and you have not provided IPVESTMENT with a new valid and approved credit card, or in case of any other non-payment of account charges. Termination of Service for a declined or expired credit card, reversed charges or non-payment leaves you fully liable to IPVESTMENT for the full term's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee and costs incurred by IPVESTMENT to collect all monies owed by Customer, such as (but not limited to) collection costs and in house or outside attorneys' fees as defined in Section 1.3.1, all of which immediately become due and payable. IPVESTMENT may make billing adjustments for the Service retroactively for a period of one hundred eighty (180) calendar days after the date a Service is rendered if they are made within two (2) months of IPVESTMENT's receipt of any invoice for the payment of additional fees and charges imposed by law.

9.6. Non-Sufficient Funds (NSF)

When paying IPVESTMENT by check, in the event Customer's check is returned for Non-Sufficient Funds (NSF), Customer shall be responsible for any and all fees incurred including a minimum \$35 Returned Check fee, due and payable upon notification of such occurrence. Failure to pay all fees incurred will result in termination or suspension of Service in accordance with this Agreement."

9.7. Minimum Monthly Minute Usage Subscription will be listed on the CSO, whereas customer is responsible for the charges regardless of complete usage. The minimum per minute rates will be based on the agreed up estimated average per minute cost as specified in the CSO which is subject to variation.

9.8. All invoices shall be due and paid in full no later the fifteen (15) days from receipt of the invoice. In the event Customer fails to pay all charges in full by the due date, up to 1.5% late penalty maybe be applied on the owed balance for the invoice period.

9.9. Termination/Discontinuance of Service

IPVESTMENT reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If IPVESTMENT discontinues providing the Service generally, or terminates or suspends your Service in its discretion without a stated reason, you will be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated or suspended for any stated reason, including without limitation, violation of any terms of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of IPVESTMENT or of a third party provider to which IPVESTMENT is subject), you will be responsible for the full term's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee if applicable, all of which immediately become due, payable and chargeable to your credit card/account. In the event the Customer terminates services prior to completing and paying in full for services listed in the CSO in accordance with the agreed upon term (s), Customer is responsible for all charges for the remainder of the term.

9.10. Taxes

Customer is responsible for, and shall pay any applicable federal, state, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card/account. If Customer is exempt from payment of such taxes, Customer will provide IPVESTMENT with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date IPVESTMENT receives such certificate.

10. CONTENT

A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you. You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that your 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. IPVESTMENT reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if IPVESTMENT determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with IPVESTMENT's ability to provide Services to you or others or receives notice from anyone that Your or Users' use or Content may violate any laws or regulations. IPVESTMENT's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold harmless IPVESTMENT against any and all liability arising from the content transmitted by or to you or to Users using the Services.

11. RESOLUTION OF DISPUTES BY BINDING ARBITRATION

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF BY A JUDGE, JURY, OR CLASS ACTION LAWSUIT. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

11.1. Mandatory Binding Arbitration

All disputes arising out of or related to this Agreement, the Service and/or the Device (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any Device, Service, advertising or otherwise having a connection to this Agreement. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Resolution of Disputes by Binding Arbitration Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the American Arbitration Association's ("AAA") Supplementary Procedures for Consumer-Related Disputes, as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. To the extent that such procedures differ from this Agreement, this Agreement shall govern to the fullest extent permitted by law. You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

11.2. NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES. YOU AND IPVESTMENT BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

11.3. In the event that a dispute arises out of this Agreement, the prevailing party shall be entitled to its reasonable expenses, including attorney's fees, regardless of whether in house or outside counsel is employed. If in house counsel is employed, billing shall be at the rate of \$300.00 per hour and billed in six minute increments.

12. Arbitration Information and Filing Procedure

Before you take a dispute to arbitration or to small claims court, you must first write to us at IPVESTMENT, LLC., 5274 NW 64 Street, Ocala, FL 34483 and give us an opportunity to resolve the dispute. Similarly, before IPVESTMENT takes a dispute to arbitration, we must first attempt to resolve it by contacting you. Arbitrations under this Agreement shall be confidential as permitted by federal law. However, by filing for arbitration, you may elect to relieve both

parties to the arbitration of confidentiality obligations.

12.1. Time for Filing Claims

You agree that any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

13. GOVERNING LAW

This Agreement and the relationship between you and IPVESTMENT shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.

14. ENTIRE AGREEMENT

This Agreement and any modifications to it pursuant to Section 6, and the rates for Services found on IPVESTMENT's website and CSO, constitute the entire agreement between you and IPVESTMENT and govern your use of the Service, superseding any prior agreements between you and IPVESTMENT and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No changes to this Agreement shall be binding upon either you or IPVESTMENT unless they are made pursuant to Section 6.

15. SEVERABILITY

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable.

16. PRIVACY

IPVESTMENT Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that IPVESTMENT cannot guarantee that voice over IP communication is completely secure. You agree that IPVESTMENT may access all features of your account and the Services to determine whether the Services are being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT IPVESTMENT SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Please refer to our Privacy Policy at www.IPVESTMENT.com for additional information.

17. MARKETING

Subject to its own resource constraints and satisfaction with the Products and Services provided by IPVESTMENT hereunder, Customer consents to IPVESTMENT identifying it as a reference for IPVESTMENT customer prospects' inquiries and press inquiries. It is understood that this will be a controlled effort and will be managed to ensure minimum impact on Customer. The objective focuses on Customer discussing its use of IPVESTMENT service in addition to the positive experiences and support provided in the working relationship with IPVESTMENT. Customer's obligation under this provision is entirely voluntary, and the parties agree that Customer's refusal to perform under this provision shall not constitute a breach of this Agreement.

17.1. Customer Acknowledgement: Customer agrees that IPVESTMENT can disclose Customer as a customer of IPVESTMENT.

18. ASSIGNMENT

IPVESTMENT may assign all or part of its rights or duties under the Agreement without notifying you. You may not assign the Agreement or the Service or Device without our prior written agreement.

19. NO THIRD PARTY RIGHTS

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.

20. SURVIVAL

The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.

EXHIBIT A

PORTING (LNP) AND RESPOG FEES	
PORTING FEE PER DID PORTED TO IPVESTMENT– ONE TIME, NON-RECURRING FEE NOTE: DISCOUNT AVAILABLE WHEN PORTING 10 OR MORE NUMBERS	\$45.00
PORT CANCELLATION/CHANGE FEE – PER DID/TOLL FREE WITH CANCELLATION OCCURRING FROM 48 HOURS TO 7 HOURS BEFORE SCHEDULED PORT FOC	\$195.00
PORT CANCELLATION/CHANGE FEE – PER DID/TOLL FREE WITH CANCELLATION OCCURRING 6 HOURS OR LESS BEFORE OR WITHIN 24 OR MORE HOURS AFTER SCHEDULED PORT FOC	\$500.00
TOLL FREE PRICING (METERED PRICING)	
USA TOLL FREE NUMBER/DID - MRC (BULK NUMBER DISCOUNT MAY BE AVILABLE). NOTE: PER MINUTE CHARGES APPLY TO TOLL FREE/DID/DOD USAGE	\$9.90
USA TOLL FREE NUMBER - TURN UP FEE	\$ 45.00
OTHER FEES (METERED PRICING)	
ACCOUNT OR TRUNK GROUP SET UP FEE , NRC	\$150.00
GATEWAY SETUP TECHNICAL SUPPORT – PER HOUR FOR SUPPORT BEYOND INITIAL SETUP AND IMPLEMENTATION OF CUSTOMER’S SERVICE (THIS RATE MAY BE DIFFERENT IN THE CASES OF CUSTOMER USING IPVESTMENT HARDWARE)	\$150.00 per hour

Last Updated: September 23, 2007

