



Terms and Conditions for Voice and Data Network Solutions

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 Communications Products, Solutions and any related services ("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 SERVICES OR DEVICE, 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, through its affiliates, contractors or underlying carriers, shall provide Voice and Data Network Solutions which may include necessary hardware and software such as an IP PBX, Network Cabling, Network Infrastructure (routers/switches/servers) and Customer shall purchase and utilizes the products and services per the terms and conditions of this Agreement along with the Customer Service Order (CSO). By mutual agreement, IPVESTMENT and the Customer may add and incorporate additional products and services by executing additional addendums and incorporating them herein. Hardware or software supplied by the Customer will not be supported by IPVESTMENT, unless explicitly approved on the "CSO".

1.1. Payment and Terms

Products and Services are invoiced immediately and payable in full unless otherwise specified in the Customer Service Order (CSO). Additional payment terms may be offered, such as a recurring annual, single or multiyear term as listed on the Customer Service Order (CSO). Specific products and services to be rendered are listed on the Customer Service Order, along with applicable charges. The payment term begins on the date that IPVESTMENT completes the installation of the listed Products and Services and ends on the final day of the annual or multiyear term of sale or lease. You are purchasing and or leasing the Products for full term as listed in the CSO, if you choose to terminate agreement 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 charges due in relation to the Agreement.

1.2. Automatic Renewal

When applicable, subsequent terms of this Agreement automatically renew on a monthly basis ("month-to-month") without further action by the Customer unless IPVESTMENT is provided with a written notice of non-renewal by the Customer at least ten (10) days prior to the end of the annual term in which the notice is given. A month-to-month service rate increase of up to 15% will be applied to the monthly charges due, until and unless a new annual agreement is signed by the Customer.

1.3. Equipment Requirements

The Equipment required shall be dictated by the Network Solution (s) proposed to the customer; necessary equipment and cost shall be declared on the Customer Service Order (CSO). If the Customer elects to provide equipment, the Customer is solely responsible for maintaining the equipment and ensuring that it is compatible with the proposed Network Solution, and further agrees and understands that if the Customer provided

equipment is not compatible with, or properly configured for IPVESTMENT, IPVESTMENT may terminate the Service and or this Agreement at its sole discretion.

1.4. Business Use and Limitations

Voice and Data Network Solutions are provided to the Customer as a business user whereas you accept the proposed solutions for the purpose of communicating and conducting legal business functions. You 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.

1.5. Technical Support

IPVESTMENT may without liability, prior warning or consent of the Customer, suspend the service, in the event that it wishes to carry out maintenance, upgrade work, or back-ups. IPVESTMENT will take steps to keep any consequent disruption to the service to a reasonable minimum and will strive to perform maintenance during least network usage.

1.5.1. In the event that the Customer becomes aware of any faults with the service, it shall notify IPVESTMENT as soon as is practicably possible.

1.5.2. IPVESTMENT shall be available to provide technical support 24 hours a day, 7 days week.

1.6. Reliability and Maintenance

IPVESTMENT will make necessary provisions, technically and logistically to ensure reliability of its products and solutions; however we do not guarantee a fault free system or 100% system 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 the 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.

1.7. Support Limitations

IPVESTMENT will not provide any support or maintenance beyond the initial thirty (30) days unless customer subscribes to extended support and maintenance in the form of "Business Care" and "Business Care Plus" support, details of which shall be listed on the CSO. Extended support and maintenance terms shall be listed on the CSO.

1.8. Access

Customer shall grant physical and network access to Customer's facilities and network devices to perform Installation, Administration, Repair and Maintenance. It is the Customer's responsibility to ensure access whenever necessary by IPVESTMENT.

1.9. Prohibited Uses of Service

You agree to use the Products and Service only for lawful purposes. Prohibited uses of the Products and Services include, but are not limited to using the Service in a way that (1) interferes with IPVESTMENT's 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 or suspend the Service immediately and without advance notice if IPVESTMENT, in its sole discretion, believes that the Customer has violated the above restrictions. If Service is terminated for a violation of the above restrictions, the Customer 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, 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 hereby consent to such forwarding.

1.10. Tampering with the Equipment or Service

You agree to not change the electronic serial number, MAC or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express written permission from IPVESTMENT. 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. IPVESTMENT reserves the right to terminate Service should the Customer tamper with the Equipment, or disrupt and/or hack the Service. If Service is terminated for a violation of this restriction, the Customer 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, all of which immediately become due, payable, and chargeable to your credit card/account.

1.11. Theft of Service or Equipment

While under contract (term), you agree to notify IPVESTMENT immediately, in writing or by calling the IPVESTMENT customer support line, if any Equipment 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 Equipment 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. Further; it is your sole responsibility to secure all IPV provided products; in the event of theft or vandalism, IPVESTMENT shall not be liable for replacing or repairing any Equipment, such as our IP PBX. In the event of theft or vandalism, Customer 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.

2. EMERGENCY DIALING and LIMITATION OF LIABILITY & E911

2.1. 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 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 solution (s), 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 Agreement.

2.2. 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).

2.3. Under this agreement and proposed solution (s), Customer acknowledges that IPVESTMENT is not the provider of 911/E911 Services. Further, Customer understands that IPV systems (IP PBX) may not be available which may cause Customer's inability to complete emergency 911/E911 calls. Factors impacting the availability of IPV systems may include, but are not limited to the following conditions:

2.3.1. IP PBX system hardware and or software malfunction, including end user device (phone).

2.3.2. Electrical Power Outage or Broadband Internet Service Provider (ISP) or PSTN outage or unavailability;

2.3.3. Suspension or Termination of Customer or Customer's Subscribers' account(s) or VOIP/PSTN service(s).

3. 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 OR CONTRACTOR THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

3.1. YOU ARE LIABLE FOR ANY AND ALL USE OF THE PRODUCTS AND SERVICES 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.

4. 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.

4.1. 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 PRODUCTS, SOLUTIONS AND THE SERVICES, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF PRODUCTS, SOLUTIONS AND 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.

5. 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.

5.1. 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 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 OR SUPPORT AND MAINTENANCE 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.

6. 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 PRODUCTS AND 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/solterms 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.

7. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

7.1. Billing

For Voice and Data Solutions, customer must pay a minimum of 20% of the full pay off option charges at the time of contract execution; customer must pay this 20% for all solutions based on the full pay off amount. The remaining balance shall be governed by the Term (s) agreed within the "CSO". You must provide 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 to your credit card information by calling our customer service department. We will bill all charges monthly to your credit card or invoice your account, including but not limited to: system installations, software/hardware, labor fees, surcharges, applicable taxes, disconnection fees, advanced feature charges, equipment purchases and shipping and handling charges.

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

Payment by Check or Money Order shall be sent to the following:

IPVESTMENT
5274 NW 64 Street
Ocala, FL 34482

7.3. Billing Disputes

You must notify IPVESTMENT in writing within seven (7) days after receiving your credit, account or bank statement or from the time funds are debited from your Account if you dispute any IPVESTMENT charges on that statement or that have been debited from your Account, or such dispute will be deemed waived and invalid. Notification of all billing disputes shall be sent to the following address; as such, IPVESTMENT will require a minimum of thirty (30) days to investigate any dispute:

Customer Care Billing Department
IPVESTMENT, LLC.
5274 NW 64 Street
Ocala, FL 34482
or
billing@ipvestment.com

7.4. 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.

7.5. 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."

7.6. All invoices shall be due and paid in full no later than 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.

7.7. 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 of 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.

7.8. Failure to Pay

In the event Customer fails to pay for all invoiced and agreed upon charges, IPV may suspend all usability of Products and Service at its discretion. Further, IPVESTMENT will notify customer to pay all current charges within thirty (30) days. Upon Failure to Pay, if the Customer fails to bring the account current within the thirty (30) days notice period, IPVESTMENT may seek legal actions to collect funds owed to IPVESTMENT; in which case Customer shall be liable for all financial burden accrued by IPVESTMENT in our efforts to collect such funds, including, but not limited to attorney and collection agency fees. Further, IPVESTMENT may assess late payment penalties for all owed funds at an additional 1.5%.

7.9. 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 Equipment. 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.

8. 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 Users' 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 Products and Services.

9. 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.

9.1. 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.

9.2. 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.

9.3. 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 \$200.00 per hour and billed in six minute increments.

10. 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.

10.1. Limited Time for Filing Claims

You agree that any claim or cause of action arising out of, or related to use of, the Products and Services or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

11. 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.

12. ENTIRE AGREEMENT

This Agreement and any modifications to it pursuant to Section 6, and the rates for Products and Services found on IPVESTMENT's website and CSO, constitute the entire agreement between you and IPVESTMENT and govern your use of the Products and Services, 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.

13. 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.

14. PRIVACY

IPVESTMENT utilizes in whole or in part, the public Internet and third party networks to transmit voice, data and other communications. You acknowledge and understand that IPVESTMENT cannot guarantee that voice or data over IP communications network 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.

15. 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.

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

16. 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.

17. 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.

18. 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 Products and Services provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.

Last Updated: September 23, 2007