

Terms and Conditions

This agreement ("Agreement") is between VoiceConnect, Inc. ("VoiceConnect") and an end user ("End User") of the VoiceConnect IP Voice and Video Communications Service ("VoiceConnect"). Any VoiceConnect services or products ("Services") provided by VoiceConnect to End User shall be governed by the terms and conditions herein. By activating the Services, END USER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. They affect the legal rights between End User and VoiceConnect by, among other things, requiring (1) MANDATORY ARBITRATION OF DISPUTES; (2) charging an EARLY DISCONNECTION FEE; and (3) LIMITING VOICECONNECT'S LIABILITY UNDER THE AGREEMENT. End User acknowledges that they are of legal age to enter into this Agreement.

1. TERMS AND CONDITIONS. The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by End User, including, without limitation, purchase orders and specifications. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY END USER AT ANY TIME ARE HEREBY OBJECTED TO BY VOICECONNECT, AND ANY SUCH DOCUMENTS SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE OR SERVICE RENDERED HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON VOICECONNECT. No waiver or amendment to this contract or these terms and conditions shall be binding on VoiceConnect unless made in writing expressly stating that it is such a waiver or amendment and signed by an Officer of VoiceConnect.

2. TERM. The term of this Agreement ("Term") begins on the date that End User purchases Services and continues for the duration of the service period as defined by the service plan that is selected by End User ("Plan"). Subsequent terms of this Agreement automatically renew on a monthly basis without further action by End User unless End User gives VoiceConnect written notice of non-renewal at least thirty (30) days before the end of the monthly term in which the notice is given. End User is purchasing the Service for full monthly terms, meaning that if End User attempts to terminate Service prior to the end of a monthly term, End User will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges plus any applicable disconnect fee, all of which immediately become due and payable. Expiration of the term or termination of the Services does not excuse the End User from paying all unpaid, accrued charges due in relation to the Agreement hereunder. If End User transfers or ports their phone number to a service provider other than VoiceConnect, End User must contact VoiceConnect to cancel the Services provided to End User by VoiceConnect. If End User chooses to cancel the service before the end of the current Term, Disconnection Fees may apply as set forth below.

3. 911 & SERVICE LIMITATIONS. The Federal Communications Commission (FCC) requires that VoiceConnect provide E911 Service to all End Users who use VoiceConnect services within the United States. Sections 3.1-3.7 apply to all End Users who use VoiceConnect services within the United States. Section 3.8 applies to all End Users.

3.1. 911 ACKNOWLEDGEMENT AND WARNING LABELS. END USER ACKNOWLEDGES THAT VOICECONNECT'S EQUIPMENT AND SERVICES DO

NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 3 AND END USER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING END USER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. VOICECONNECT WILL PROVIDE END USER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. END USER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. IF ADDITIONAL LABELS ARE REQUIRED, END USER MAY REQUEST THEM FROM VOICECONNECT. VOICECONNECT WILL PROVIDE END USER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM END USER. END USER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT VOICECONNECT HAS ADVISED END USER OF THE CIRCUMSTANCES UNDER WHICH VOICECONNECT E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. VOICECONNECT ADVISES END USER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

3.2. ELECTRICAL POWER. END USER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.

3.3. INTERNET ACCESS. END USER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF END USER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.

3.4. NON-VOICE SYSTEMS. END USER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, TTY EQUIPMENT, AND ENTERTAINMENT OR SATELLITE TELEVISION SYSTEMS. END USER HAS NO CLAIM AGAINST VOICECONNECT FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.

3.5. VOICECONNECT E911 SERVICE IS A MANDATORY COMPONENT OF ALL INBOUND/OUTBOUND FAX AND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON VIRTUAL NUMBERS, TOLL-FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON PLANS. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS. END USERS WHO SUBSCRIBE TO VOICECONNECT E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (ATA OR VIDEOPHONE) WITH VOICECONNECT, EITHER ON THE VOICECONNECTINC.COM WEBSITE OR BY CALLING CUSTOMER SERVICE, AND AGREE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL

LOCATION OF SERVICE CHANGES. END USER ACKNOWLEDGES THAT VOICECONNECT'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. END USER ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY VOICECONNECT WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO VOICECONNECT BY END USER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, VOICECONNECT MAY ATTEMPT TO ROUTE A 911 CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH THE END USER'S ACCOUNT OR INITIAL ORDER.

3.6. END USERS WHO ARE REQUIRED TO SUBSCRIBE TO VOICECONNECT E911 SERVICE WILL BE SUBJECT TO A MONTHLY E911 SERVICE CHARGE. THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE RESIDENTIAL OR BUSINESS PLAN CHARGES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR VOICECONNECT E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES VOICECONNECT FOR THE DIRECT COSTS IT INCURS IN PROVIDING VOICECONNECT E911 SERVICE, INCLUDING EXPENSES VOICECONNECT INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICES TO END USERS SUBSCRIBING TO THIS SERVICE. VOICECONNECT RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS. (SEE SECTION 15 REGARDING CHANGES TO THE AGREEMENT, SERVICES OR PLAN).

3.7. END USER ALSO ACKNOWLEDGES THAT VOICECONNECT E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE VOICECONNECT E911 SERVICES UNSUITABLE FOR SOME END USERS. BECAUSE END USER CIRCUMSTANCES VARY WIDELY, END USERS SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON VOICECONNECT E911 SERVICE. END USER ACKNOWLEDGES THAT IT IS END USER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET END USER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A

BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH VOICECONNECT E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:

** VOICECONNECT E911 SERVICE WILL NOT FUNCTION IF END USER'S ATA, PHONE OR VIDEOPHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF END USER'S VOICECONNECT SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, END USER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE VOICECONNECT SERVICE, INCLUDING FOR E911 PURPOSES.

** AFTER INITIAL ACTIVATION OF THE E911 SERVICE, AND FOLLOWING ANY CHANGE OF AND UPDATE TO END USER'S PHYSICAL LOCATION, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC NUMBER AND LOCATION INFORMATION IS PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO OUR NOMADIC E911 DATABASES PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE.

** THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING VOICECONNECT E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE VOICECONNECT E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE VOICECONNECT NETWORK, THERE IS A POSSIBILITY THAT A VOICECONNECT 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.

** IF END USER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE VOICECONNECT EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, VOICECONNECT E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR.

3.8. END USER ACKNOWLEDGES AND UNDERSTANDS THAT VOICECONNECT WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING VOICECONNECT

OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. END USER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VOICECONNECT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO END USER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, END USER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

4. EQUIPMENT. To provide the Services, VoiceConnect may provide Equipment to End User. All Equipment shipments are F.O.B. VoiceConnect's facility. VoiceConnect's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to End User upon delivery to carrier. End User will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Services. End User shall be required to obtain authorization from VoiceConnect to return any Equipment. VoiceConnect will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. VoiceConnect will not cover replacement for lost, stolen or modified equipment. Equipment returned by End User that is not covered under warranty may be refused by VoiceConnect, and End User will be responsible to pay return shipping charges. End Users who purchased through a Retail outlet may return within the first thirty (30) days to the place of purchase, or such shorter period as set forth in the Retail outlet's return policy; after the return period has lapsed they can contact VoiceConnect regarding warranty replacement.

5. BILLING, CHARGES AND PAYMENT.

5.1. PAYMENT. Upon purchase of the Service, End User must provide VoiceConnect with a valid credit card number from an issuer that is accepted by VoiceConnect. End User authorizes VoiceConnect to charge the credit card number provided by End User ("Credit Card") for all charges arising from End User's use of the Services. End User agrees to notify VoiceConnect of any change to the credit card information including, but not limited to, changes in account number, expiration date or billing address. VoiceConnect shall not be responsible for any charges made by the Credit Card issuer to End User's Credit Card account for exceeding credit limit, insufficient funds or other reasons.

5.2. CREDIT TERMS. All Services provided to End User and covered by the Agreement shall at all times be subject to credit approval or review by VoiceConnect. End User will provide such credit information or assurance as is requested by VoiceConnect at any time. VoiceConnect, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.

5.3. BILLING. VoiceConnect will provide End User with a monthly on-line billing

statement for the Services and bill all charges invoiced to End User's account to the Credit Card. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed subsequent to the end of each month's service. VoiceConnect reserves the right to charge the Credit Card for cumulative charges due, if at any time End User's out-of-plan toll minutes for the current month exceed ten dollars (\$10.00). Billing for monthly service fees commences upon purchase of the Services on the web site, and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated.

5.4. LATE/NON-PAYMENT. If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined Credit Card charges, VoiceConnect may suspend or terminate the Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by VoiceConnect. VoiceConnect reserves the right to charge the Credit Card for a partial amount due should the Credit Card be declined for "insufficient funds". If charges cannot be processed to the Credit Card and the End User's account is suspended, End User will be charged a fee of ten dollars (\$10.00) to activate the account. No suspension or termination of the Services or of this Agreement shall relieve End User from paying any amounts due hereunder.

5.5. TAXES. Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes. All such taxes shall be paid by End User and will be added to any amounts otherwise charged to End User unless End User provides VoiceConnect with an appropriate exemption certificate. If any amounts paid for the Services by End User are refunded by VoiceConnect, applicable taxes may not be refundable.

5.6. REGULATORY RECOVERY FEE. A Regulatory Recovery Fee will be charged monthly to offset costs incurred by VoiceConnect in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee will apply to every phone number assigned, including toll free and virtual numbers as charged to VoiceConnect.

5.7. TRIAL PERIOD. VoiceConnect offers a thirty (30) day trial period ("Trial Period") to new End Users for their first VoiceConnect account. The Trial Period commences upon the purchase of Services by End User on the VoiceConnect web site or purchase of Equipment from a retailer. If End User is not satisfied with the Services during the Trial Period, End User may obtain a refund of the Equipment cost and monthly service fee.

Applicable taxes will be refunded to the extent allowed by law. Shipping charges and activation charges will not be refunded. To obtain a refund, End User must: a) Notify VoiceConnect within thirty (30) days of purchase of the Services on the web site and obtain a return material authorization number from VoiceConnect for the Equipment and, b) and Return the Equipment to VoiceConnect within seven (7) days of cancellation of the Services in its original, unaltered condition with all packaging intact. The Trial Period refund shall not apply to End Users that have trial period usage in excess of three hundred (300) minutes, and the Trial Period shall expire when End User exceeds three hundred minutes of usage. Retail customers will be required to return the Equipment to the place of purchase within thirty (30) days (or such shorter period as set forth in the retail outlet's return policy) of purchase to receive any refund.

5.8. DISCONNECTION FEES. Subsequent to the expiration of the Trial Period, if an End User terminates fax or voice Services within twelve (12) months of the initial purchase of these Services, VoiceConnect shall charge a Disconnection Fee of forty-nine dollars and ninety-nine cents (\$59.99) for each fax or voice line and nine dollars and ninety-nine cents (\$9.99) for a virtual number or toll free number. If an End User of video Services terminates these Services within twelve (12) months of the initial purchase of the Services, VoiceConnect shall charge a Disconnection Fee of fifty-nine dollars and ninety-nine cents (\$59.99). The Disconnection Fee shall be waived after End User completes twelve (12) months of consecutive service. Disconnection Fees shall be billed to End User's credit card when End User notifies VoiceConnect of the cancellation of the Services. From time to time, VoiceConnect may sponsor promotional limited-time offers that provide a rebate on Equipment. An additional Disconnection Fee may apply to these offers and End User should review the terms of such offers. Submission of a rebate form, whether by US mail or on-line, represents agreement with the terms and conditions of such offer, including a higher Disconnection Fee, if applicable.

5.9. RATE CHANGES. VoiceConnect may change the prices for the Services and toll charges from time to time. VoiceConnect may change prices, plans, taxes or fees without any advance notice. In the event of a change in prices or toll charges, VoiceConnect will post such changed rates to the web site currently located at <http://www.voiceconnectinc.com>. International toll calling rates are updated monthly on the first of each month and no other notice shall be provided for changes to international toll calling rates.

5.10. CREDITS. End User acknowledges and agrees that the Services are provided "as is, where is." Credit allowances for interruption of the Services shall not be provided.

5.11. DISCOUNTS. From time to time in its sole discretion, VoiceConnect may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be entered by End User upon purchase of the Services. End User shall not be

entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service minus a 15% restocking fee.

5.12. BILLING DISPUTES. End User must dispute any charges for the Services in writing within thirty (30) days of the date of the charge by VoiceConnect or End User waives any objection and further recourse. Written statements disputing charges must be sent to: Billing Department VoiceConnect, Inc. 5400 Laurel Springs Pkwy, Suite 302, Suwanee, GA 30024 -or- claims@voiceconnectinc.com

6. TOLL CHARGES. Every call to or from Equipment using the Services that originate or terminate in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the then applicable toll charges that are associated with the Plan. Calls to a phone number outside the United States and Canada to a non-VoiceConnect phone number will be charged at the current rates published on the VoiceConnect web site. The duration of each call is to be calculated in one minute increments and rounded up to the nearest one minute increment for any fraction of minutes used. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent. When End User dials an International PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by an End User to an International mobile, rather than landline, or information services or premium rate telephone number may result in higher toll charges. These toll charges are listed on the voiceconnectinc.com website.

7. TELEPHONE NUMBER. Any telephone number provided by VoiceConnect ("Number") to the End User shall be leased and not sold. End User is not to use the Number with any other device other than the Equipment without the express written permission of VoiceConnect. VoiceConnect reserves the right to change, cancel or move the Number at its sole discretion.

8. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. End User shall not modify the Equipment in any way without the express written permission of VoiceConnect. End User shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, End User is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. End User shall immediately notify VoiceConnect of any lost or stolen Equipment and shall cooperate with VoiceConnect in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At VoiceConnect's sole option, failure to report lost or stolen equipment in a timely manner will cause End User to be responsible for all service fees accrued until the time that VoiceConnect is informed of the loss or theft and can effect a termination of the Services.

9. PROHIBITED USES. Any use of the Services or any other action that causes a disruption in the network integrity of VoiceConnect or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services at the sole discretion of VoiceConnect. End User understands that neither VoiceConnect nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. End User agrees that it

will NOT use the Services in ways that violate laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements), infringe the rights of others, or interfere with the users, services, or equipment of the network. End User agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of VoiceConnect.

10. RESPONSIBILITY FOR REGISTRATION INFORMATION AND CONTENT OF END USER COMMUNICATIONS. End Users are solely responsible for maintaining the confidentiality of End User password and account, and agree not to transfer email address or password, or lend or otherwise transfer use of or access to the VoiceConnect Service, to any third party. End Users are also solely responsible for any and all activities that occur under End User account. End User agree to immediately notify VoiceConnect of any unauthorized use of End User account or any other breach of security related to End User account or the VoiceConnect Service, and to ensure that End User "log off"/exit from End User account (if applicable) at the end of each session. VoiceConnect is not liable for any loss or damage arising from End User failure to comply with any of the foregoing obligations. In consideration for using the VoiceConnect Service, End User agrees to: (1) provide certain current, complete, and accurate information about End User when prompted to do so by the VoiceConnect Service, and (2) maintain and update this information as required to keep it current, complete and accurate. End User agrees that any such information shall be accurate. End User agrees that End User are solely responsible for the content of all visual, written or audible communications ("Content") sent by End User or displayed or uploaded by End User in using the Services. End User agrees that End User will not use the Services to send unsolicited commercial e-mail outside End User company or organization in violation of applicable law. End User further agrees not to use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Recognizing the global nature of the Internet, End User also agree to comply with applicable local rules or codes of conduct (including codes imposed by End User employer) regarding online behavior and acceptable content and the transmission of technical data exported from the United States or the country in which End User reside. VoiceConnect reserves the right to investigate and take appropriate action against anyone who, in VoiceConnect's sole discretion, is suspected of violating this provision, including without limitation, reporting End User to law enforcement authorities. Use of the Services is void where prohibited. Although VoiceConnect is not responsible for any such communications, VoiceConnect may delete any such communications of which VoiceConnect becomes aware, at any time without notice to End User. End User retains copyright and any other rights already held in Content which End User submits, posts or displays on or through, the Services. End User understands and agrees that by displaying, exchanging or uploading Content to a VoiceConnect website, transmitting Content using the Services or otherwise providing Content to VoiceConnect, End User automatically grant (and warrant and represent End User have a right to grant) to VoiceConnect a world-wide, royalty-free, sublicensable (so VoiceConnect affiliates, contractors, resellers and partners can deliver the Services) perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content in the course of

offering the Site and/or the Services.

11. RESPONSIBILITY FOR CONTENT OF OTHERS. Be advised that other users of the Services ("Users") may violate one or more of the above prohibitions, but VoiceConnect assumes no responsibility or liability for such violation. If End User becomes aware of misuse of the Services by any person, please contact VoiceConnect Customer Support at 1-800-761-7615. VoiceConnect may investigate any complaints and violations that come to its' attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. However, because situations and interpretations vary, VoiceConnect also reserves the right not to take any action. Under no circumstances will VoiceConnect be liable in any way for any data or other content available on a Site or viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content on the Site. If at any time End User are not happy with a Site or the Services or object to any material on a Site, End User sole remedy is to cease using the Site or the Services. VoiceConnect does not endorse and has no control over what Users post or submit to a Site. End User acknowledges that VoiceConnect cannot guarantee the accuracy of any information submitted by any User of a Site, nor any identity information about any User. VoiceConnect reserves the right, in its sole discretion, to reject, posting or other data, or to restrict, suspend, or terminate any User's access to all or any part of a Site or Services at any time, for any or no reason, with or without prior notice, and without liability. VoiceConnect reserves the right to investigate and take appropriate action against anyone who, in VoiceConnect's sole discretion, is suspected of violating this provision, including without limitation, reporting End User or any User to law enforcement authorities.

12. PERSONAL USE. VoiceConnect's Service Plans for residential End Users that offer unlimited minutes of PSTN calls ("Unlimited PSTN Plans") are for the reasonable personal residential use of End User only. This means that End User is not to resell or transfer the Service or Equipment to any other person for any purpose, without express written permission from VoiceConnect in advance. End Users shall not use the Services for commercial or governmental purposes, or for profit or non-profit activities, including, but not limited to, home office, business, sales, telecommuting, autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with personal and residential usage. End User shall not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. End Users further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. End User agrees to notify VoiceConnect immediately if usage of the Unlimited PSTN Plans changes from personal residential to business use and to subscribe to a business plan. VoiceConnect reserves the right to immediately terminate or modify the Services of any End User using Unlimited PSTN Plans if VoiceConnect determines, in its sole discretion, that End User is not using the Unlimited PSTN Plans for End User's reasonable personal residential use.

13. INTERNATIONAL USE. Unlimited PSTN Plans are only for the personal use of individuals whose primary residence and place of operation of the Service is the United States or Canada. Any use found to be inconsistent with this location restriction will result in the plan being automatically changed to an International User plan or termination of the Service at the sole discretion of VoiceConnect. VoiceConnect reserves the right to immediately terminate or modify the Services of any End User using Unlimited PSTN Plans if VoiceConnect determines, in its sole discretion, that End User is using the Unlimited PSTN Plans outside of the United States or Canada. If the Service is used outside of the United States or Canada at any point as determined solely by VoiceConnect, then VoiceConnect reserves the right at its sole discretion to immediately move the End User's account and any other accounts of that same End User to the International user plan retroactive to the billing period that the first unit was used outside the United States or Canada.

14. COMMERCIAL USE. End User agrees that the use of the Service and/or Equipment for activities other than reasonable personal residential use will obligate End User to pay VoiceConnect's higher rates for business services for all periods of such use, including past periods, in which End User used the Service for commercial or governmental purposes. If End User subscribes to VoiceConnect Virtual Office or another business plan ("Business Plans"), the Service and Equipment are provided to End User as a small business user. This means that End User is not to resell or transfer the service or Equipment to any other person for any purpose, without express written permission from VoiceConnect in advance. End User agrees that VoiceConnect Business Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. VoiceConnect reserves the right to immediately terminate or modify the Service, if VoiceConnect determines, in its sole discretion, that End User's Business Plans' Service is being used for any of the aforementioned activities.

15. CHANGES TO THE AGREEMENT, SERVICES OR PLAN. VoiceConnect reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan (a "Change of Service"). In the event of a Change of Service, VoiceConnect will post to the Web Site currently located at <http://www.voiceconnectinc.com/terms/>. Notice will be considered received by End Users and such changes will become binding to End Users, on the date the changes are posted to the Web Site ("Change Date"), and no additional notice will be required. If End User does not send VoiceConnect notification of their desire to terminate this agreement or uses the Service after the Change Date, End User is deemed to have accepted and consented to the change of terms and conditions of the Service. If End User does not consent to the change of service and terminates this agreement, End User will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee. End User may request a Plan change at anytime, subject to any applicable change of service fee and additional terms and conditions. The Plan change will take effect in the first month after the Plan is changed. In no case will an activation fee be credited after thirty (30) days from the initial purchase of the Services for a Plan change or cancellation. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply.

16. TERMINATION. End User agrees to provide VoiceConnect with thirty (30) days notice of termination. End User shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to VoiceConnect. In accordance with section

5, Disconnection Fees may apply. VoiceConnect reserves the right, at its sole discretion, to suspend, terminate or change the Services without advance notice for any reason, including without limitation, misuse of the Services in any way, End User's breach of this Agreement, End User's failure to pay any sum due hereunder, suspected fraud or other activity by End User that adversely affects the Services, VoiceConnect, VoiceConnect's network or other End Users' use of the Services. VoiceConnect reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and End User agrees that VoiceConnect's determination is final and binding on End User. VoiceConnect may require an activation fee to change or resume a terminated or suspended account.

17. PRIVACY. VoiceConnect utilizes the public Internet and third party networks to provide fax, voice and video communication services. Accordingly, VoiceConnect cannot guarantee the security of fax, voice and video communications of End User. VoiceConnect is committed to respecting an End User's privacy. Once End User chooses to provide personally identifiable information, it will only be used in the context of the End User's relationship with VoiceConnect. VoiceConnect will not sell, rent, or lease End Users' personally identifiable information to others. Unless required by law or subpoena or if End User's prior permission is obtained, VoiceConnect will only share the personal data End User provides with other VoiceConnect entities and/or business partners that are acting on VoiceConnect's behalf to complete the activities described herein. Such VoiceConnect entities and/or national or international business partners are governed by VoiceConnect's privacy policies with respect to the use of this data. VoiceConnect is required to file numerous reports with different administrative bodies. As such, VoiceConnect may provide aggregate statistics about customers, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, VoiceConnect reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either VoiceConnect or any company affiliated with VoiceConnect. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, VoiceConnect may disclose personally identifiable information.

18. RETURNS AND ADJUSTMENTS. No Equipment may be returned by End User for any reason without prior approval of VoiceConnect. All returns shall be in original packaging or equivalent. End User shall be responsible for all costs related to shipping to VoiceConnect any Equipment that is being returned. Any Equipment returned to VoiceConnect without prior authorization for its return or proper packaging may be refused. In order to obtain an appropriate refund, upon cancellation End User must immediately obtain a return material authorization number from VoiceConnect, return to VoiceConnect any Equipment provided hereunder, undamaged and in good working condition, in its original packaging and with its original content or otherwise will be immediately responsible for paying to VoiceConnect an amount equal to the fair retail price of the equipment minus any payments End User had previously paid specifically for said Equipment.

19. TECHNICAL SUPPORT. VoiceConnect provides technical support to End Users via telephone and e-mail for the Services and the Equipment provided hereunder. Support for other applications and uses is not provided or implied.

20. BREACH. In the event of End User's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, End User shall reimburse VoiceConnect for all

attorney, court, collection and other costs incurred by VoiceConnect in the enforcement of VoiceConnect's rights hereunder and VoiceConnect may keep any deposits or other payments made by End User.

21. INDEMNIFICATION. End User agrees to defend, indemnify and hold VoiceConnect, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.

22. DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL VOICECONNECT OR ITS VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF LIFE, INJURY, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF VOICECONNECT OR ITS VENDORS OR OTHERWISE.

23. WARRANTY AND LIABILITY LIMITATIONS. VOICECONNECT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER VOICECONNECT NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO VOICECONNECT'S OR END USER'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF END USER'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 VOICECONNECT'S OR ITS VENDORS' NEGLIGENCE. ANY CLAIM AGAINST VOICECONNECT MUST BE MADE WITHIN 90 DAYS OF THE EVENT OF THE CLAIM OR 90 DAYS FROM THE TERMINATION OF SERVICE, WHICHEVER IS EARLIER AND VOICECONNECT HAS NO LIABILITY THEREAFTER. VOICECONNECT'S LIABILITY IS LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND. VOICECONNECT MAY ELECT TO PROVIDE A REFUND IN LIEU OF CREDIT, REPLACEMENT OR REPAIR. ALL WARRANTIES COVER ONLY DEFECTS ARISING UNDER NORMAL USE AND DO NOT INCLUDE MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN VOICECONNECT. IN NO EVENT SHALL VOICECONNECT'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY END USER TO VOICECONNECT IN THE PRIOR TWELVE (12) MONTHS FROM DATE OF CLAIM.

24. EXPORT COMPLIANCE. End User agrees to comply with U. S. export laws concerning the transmission of technical data and other regulated materials via the Services. End User agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.

25. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE. Upon expiration, cancellation or termination of the Services, End User shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to End User by VoiceConnect or its vendors.

26. SOFTWARE COPYRIGHT. Any software used by VoiceConnect to provide the Services and

any software provided to End User in conjunction with providing the Services are protected by copyright law and international treaty provisions. End User may not copy the software or any portion of it.

27. SURVIVAL. The provisions of section 3, 5, 18, 19, 20, 21, 22, 23, 27, 28 and 30 shall survive any termination of the Agreement.

28. NOTICES. VoiceConnect communicates with End Users primarily via email. Notices to End User shall be sent to the email address specified by End User at the time of registration for the Services or as subsequently specified by End User ("Email Address"). End User is responsible for notifying VoiceConnect of any Email Address changes. End User agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that End User read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.

29. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL). VoiceConnect shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of VoiceConnect as may occur in spite of VoiceConnect's best efforts.

30. GOVERNING LAW / RESOLUTION OF DISPUTES.

30.1. Mandatory Arbitration. PLEASE READ THIS PROVISION CAREFULLY. IT MEANS THAT, EXCEPT AS NOTED BELOW, END USER AND VOICECONNECT WILL ARBITRATE ANY DISPUTES OR CLAIMS IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OR THE PROVISION OF SERVICES OR PRODUCTS TO END USER, INCLUDING ANY BILLING DISPUTES ("CLAIM"). CLAIMS SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). This agreement to arbitrate also requires End User to arbitrate claims against other parties relating to Services or Products provided or billed to End User if Claims are asserted against VoiceConnect in the same proceeding. ARBITRATION WILL BE CONDUCTED UNDER THE AAA'S PUBLISHED COMMERCIAL ARBITRATION RULES AND SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES, WHICH ARE AVAILABLE BY CALLING THE AAA AT 800-778-7879 OR VISITING ITS WEB SITE AT www.adr.org. The AAA has a fee schedule for arbitrations. End User will pay the published share of the arbitrator's fees and administrative expenses ("Fees and Expenses") except that: (a) for Claims less than \$20, VoiceConnect will pay all Fees and Expenses; and (b) for Claims between \$25 and \$1,000, End User will pay only \$20 in Fees and Expenses, or any lesser amount as provided under AAA's Supplemental Procedures for Consumer-Related Disputes. End User and VoiceConnect agree to bear their own other fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The AAA Supplemental Procedures for Consumer-Related Disputes

provide that unless a hearing is requested, disputes will be resolved based on written submissions and no personal appearance is required. If End User requests an arbitration hearing, that hearing will take place either telephonically or in Atlanta, Georgia. As a limited exception to the agreement to arbitrate, End User and VoiceConnect agree that: (a) End User may file Claims in small claims court in Forsyth County, Georgia, if the Claims qualify for hearing by such court; (b) if End User fails to timely pay amounts due, VoiceConnect may assign the account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; and (c) any Claim filed as a class action is not subject to arbitration but instead must be filed in the Georgia Superior Court, County of Forsyth or in the United States District Court for the State of Georgia.

30.2. Prefiling Notice of Claim. BEFORE INSTITUTING ARBITRATION OR SUIT, END USER AGREES TO PROVIDE VOICECONNECT WITH AN OPPORTUNITY TO RESOLVE THE CLAIM BY SENDING A WRITTEN DESCRIPTION OF THE CLAIM TO VOICECONNECT AT THE ADDRESS BELOW. IF VOICECONNECT IS NOT ABLE TO RESOLVE THE CLAIM WITHIN 30 DAYS OF RECEIPT OF NOTICE, THEN END USER OR VOICECONNECT MAY INITIATE ARBITRATION OR SUIT AS DESCRIBED IN SECTION 30.1. All claim notices should be sent to: Director of Customer Service VoiceConnect, Inc. 4850 Sugarloaf Parkway, Suite 209-356, Lawrenceville, GA 30044 -or- support@voiceconnectinc.com

30.3. Governing Law. The Agreement and the relationship between End User and VoiceConnect shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 30.1, End User and VoiceConnect agree to submit to the personal and exclusive jurisdiction of the courts within the state of Georgia, to the extent possible in Forsyth County, and waive any objection as to venue or inconvenient forum. The failure of VoiceConnect 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. End User 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.

31. ENTIRE AGREEMENT. The terms and conditions of this Agreement, along with the rates posted to the web site currently located at <http://www.voiceconnectinc.com>, constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be

binding upon the heirs, successors, and assigns of VoiceConnect and End User.