

TERMS OF SERVICE

These Terms of Service constitute the agreement (“Agreement”) between LV7 Communications, LLC (“we,” “us” or “Company”) and the user (“you,” “your,” “user” or “Customer”) of Company’s communications services and any related products or services (“Service”). This Agreement governs both the Service and any devices, such as a Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device (“Device” or “Equipment”), used in conjunction with the Service.

BY EITHER ACTIVATING THE SERVICE, OR OPENING THE PACKAGE IN WHICH YOUR DEVICE WAS DELIVERED, WHICHEVER COMES FIRST, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY ALL OF ITS TERMS AND CONDITIONS.

1. SERVICE TERM AND USAGE

(a) Service Term; Rebate; Cancellation; Device Return. The Service Term (“Service Term”) between you and Company is one billing cycle (“Billing Cycle”). Typically, a Billing Cycle is thirty (30) days but is subject to change without notice. This Agreement automatically renews for each Service Term unless you give us notice of non-renewal by calling Customer Service at (786) 752-3081 or through electronic mail sent to customercare@lv7communication.com. Said notice must be provided before the end of your Billing Cycle. Regardless of when you provide said notice, you will not be entitled to any refund or proration for the remainder of your Billing Cycle.

You understand that you may be eligible for a rebate (the “Rebate”) for the amount you pay Company for the Device. If Company offers the Rebate, you must submit your rebate form (the “Rebate Form”) within fourteen (14) days of receiving your Device. Once Company receives your Rebate Form, it will process same and issue a credit to your account within four (4) to six (6) weeks of receiving the Rebate Form. The Rebate has no cash value and is only a credit to your account.

If you do not maintain your Service for one (1) year from the date of the delivery of the Device, you will be charged a Disconnection Processing Fee of \$49.99, unless you terminate your Service during the first thirty (30) days of delivery, in which case you must return the Device to Company within ten (10) business days from the date you terminate your Service, and be subject to a \$25.00 Restocking Fee. However, Company will not accept the return of your Device if the bar code has been removed, or if the Device and the box it came in are not in a “like new” condition.

The Disconnection Processing Fee and Restocking Fee will immediately become due and payable. If you cancel your Service after the first Billing Cycle, Company will not accept a return of your Device and you will nevertheless be charged the Rebate Return Fee. If you cancel your Service after one (1) year of the delivery of your Device, you will not be charged any fees for such cancellation.

(b) Extension of Service Term. If you accept an equipment upgrade or other promotional or plan benefit, such as free Service, free installation, a rebate or other incentive, there may be an additional commitment associated with same (“Commitment”). To the extent there is a Commitment, it begins on the date you activate the new equipment or accept the promotion or benefit. The Commitment period will be disclosed as part of the promotion or plan. If you disconnect service prior to the end of the Commitment period, you agree to pay Company a recovery fee in an amount equal to the difference between the price you paid and the regular price of the good, service or other benefit you received at the time the Commitment period began. Recovery fees are cumulative and in addition to any other charges or fees you may owe Company, including any Disconnection Processing Fee.

(c) Residential Use of Service and Device. You may only use the Service and the Device for residential purposes. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. Company reserves the right to immediately disconnect or modify your Service if it determines, in its sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay Company’s costs and damages for all periods in which your use of the Service or the Device was inconsistent with reasonable residential use.

(d) Prohibited Uses. You shall use the Service and the Device only for lawful purposes. You shall not use the Service or the Device in any way that is improper or inappropriate, including in a manner that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. In addition, you shall not use the Service or the Device to impersonate another person; send bulk unsolicited messages; use robots, data mining techniques or other automated devices or programs to catalog, download, store or otherwise reproduce or distribute information from the Service or use any such automated means to manipulate the Service; use the Service to violate any law, rule or regulation; violate any third party's intellectual property or personal rights; or exceed your permitted access to the Service. Company may, but is not obligated to, monitor usage of the Service for violations of this Agreement. Company may remove or block any or all communications if it suspects a violation of this Agreement or if it deems it necessary in order to protect the Service, or the Company, its parent, affiliates, directors, officers, agents and employees from harm. Company reserves the right to immediately disconnect your Service without notice, if, in its sole and absolute discretion, it determines that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible for all fees and charges due under this Agreement, plus the above-defined Disconnection Processing Fee, if applicable, all of which will be immediately due and payable. If Company believes that you have used the Service or the Device for an unlawful purpose, it may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to Company’s forwarding of any such communications and information to these authorities. In addition, Company will provide customer and call detail information in response to lawful government requests, subpoenas and court orders, or law enforcement requests where the failure to disclose the information may lead to imminent harm to

the customer or others. Furthermore, Company reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

(e) Use of Service and Device by Customers Outside the United States. Company offers and supports services only in the United States and certain other countries. Company's Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within a then current Company service area, and/or your ISP or other broadband provider places restrictions on the usage of VoIP services, Company does not represent or warrant that use of the Service by you is permitted by such other jurisdiction or by any ISP or broadband provider. You agree to be solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service resulting from such use. Company reserves the right to disconnect your Service immediately if it determines, in its sole and absolute discretion, that you have used the Service or the Device in violation of laws of jurisdictions outside of Company service areas.

(f) Tampering with the Device or Service. You shall not change the MEDIA ACCESS CONTROL number (MAC), electronic serial number or equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for all charges through the end of the current Service Term, including unbilled charges, plus the Disconnection Processing Fee, all of which will immediately be due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

(g) Theft of Service. You shall notify us immediately, in writing or by calling our customer service center at (786) 752 3081, if the Device is stolen or if you become aware at any time that your Service is being used in an unauthorized manner. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of unauthorized use, you will be liable for all use of the Service using the Device you claim to be used in an unauthorized manner. Company reserves all of its rights at law and equity to proceed against anyone who uses the Services or Device illegally or improperly.

(i) Number Transfer on Service Disconnection. We may, in our sole and absolute discretion, release to your subsequent service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if (1) you contact Customer Service at (786) 752-3081 and notify it, PRIOR to canceling your Service, that you are planning on canceling the Service and (2) provide Customer Service with the name of your new service provider

(j) Service Limitations. The Service is not a telecommunications service and we provide it on a best efforts basis. Things beyond our control may affect the Service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service. Company will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between a telecommunications service and our Service, and our Service is subject to different

regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

(k) No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Service also does not support 311, 411, 511 and/or other x11 services in one or more (or all) service areas.

(l) No Directory Listing. The phone numbers you obtain from us will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

(m) Incompatibility With Other Services.

(i) Home Security Systems. The Service may not be compatible with home security systems. You are responsible for contacting the alarm monitoring company to test the compatibility of any security system with the Service.

(ii) Other Services. You acknowledge that the Service may not be compatible with other services requiring a line through a local exchange carrier. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

(n) Customer Service Limitations. We assume no obligation to provide support services for any third party products or services, or problems with the Service caused by third party products or services and further provide limited support for Devices outside of the United States. Unless you have entered into a separate services agreement with us, we may change the customer service options at any time.

2. EMERGENCY SERVICES - 911 DIALING

(a) 911 Dialing. You understand that 911 Dialing through the Service is different than traditional 911 service. Our customers have access to either basic 911 or Enhanced 911 (E911) service. With respect to E911 service, when you dial 911, the address (not necessarily your actual address) and telephone number that you have registered with Company are simultaneously sent to the local emergency center assigned to your location where emergency operators will have access to whatever information they need to send help and call you back if necessary. Customers in locations where the local emergency center is not equipped to receive, capture or retain your telephone number and address have basic 911 or limited E911 service. With basic 911 or limited E911 service, the local emergency operator answering the call may not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, the operator may not be able to call you back or dispatch help if the call is dropped or disconnected. As additional local emergency centers become capable of receiving our customer information, Company will automatically, without notice, upgrade customers with basic 911 to E911 service.

To the extent there are shortfalls in your basic 911 or E911 service, regardless of the cause of such shortfalls, your 911 call will be sent to a national emergency call center (“Emergency Call Center”) with whom Company has reached a separate agreement. A trained agent at the Emergency Call Center will ask for the name, telephone number and physical location of the person calling 911, and then contact the local emergency center for such customer in order to send help. Examples of situations where 911 calls will be sent to the Emergency Call Center include when there is a problem validating a customer’s address, the customer is identified with an international location, the customer is located in an area that is not covered by the landline 911 network, or if the line to the local emergency center is busy. Customer understands that emergency personnel do not receive Customer’s phone number or physical location when Customer’s 911 call is routed to the Company Emergency Call Center.

You expressly authorize Company to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

(b) Customer’s Obligation to Notify All Users. You must inform all household residents, guests and other third persons who may be present at the physical location where you utilize the Service that there are important and critical differences in and limitations of Company 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device will include a sticker concerning the potential non-availability of basic 911 or E911 (the “911 Sticker”). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer service department at (786) 752-3081.

(c) Mandatory Registration of Physical Location. For each Device that you utilize with the Service, you must register with Company the physical location where you will be using the Service with that Device. Your initial location will be registered as a part of subscribing to the Service and attributed to that particular Device. You must confirm the accuracy of your physical address via your online account or by calling Company’s customer service department at (786) 752-3081, if you have any changes, additions or transfers of phone numbers. When you move the Device to another location, you must update your location. If you do not update your location, 911 calls you make may be sent to an emergency center near your old address. You may update a location by contacting Company’s customer service department at (786) 752-3081. For purposes of 911 Dialing, you may only register one location at a time for each Device.

(d) Service Outages – Important Limitations.

(i) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(ii) Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or Internet Service Provider ("ISP") Service. Service outages or

suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(iii) Service Outage Due to Disconnection of Your Account. Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.

(iv) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP, broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. If you suspect this has happened to you, you should alert us to this situation and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 Dialing, may not function. You acknowledge that Company is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

(v) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning.

(e) DISCLAIMER OF LIABILITY AND INDEMNIFICATION. COMPANY DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING COMPANY'S 911 DIALING SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. COMPANY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. COMPANY RELIES ON THIRD PARTIES TO ASSIST IT IN ROUTING 911 DIALING CALLS TO LOCAL EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. COMPANY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER COMPANY NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO COMPANY'S 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING, INCORRECTLY ROUTED 911 DIALING CALLS, AND/OR THE INABILITY OF ANY USER OF THE SERVICE TO BE ABLE TO USE 911 DIALING OR ACCESS EMERGENCY SERVICE PERSONNEL.

IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS OF THE 911 DIALING SERVICE, YOU SHOULD CONSIDER HAVING AN ALTERNATE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES OR DISCONNECTING THE SERVICE.

3. CHARGES; PAYMENTS; TAXES; DISCONNECTION

(a) Billing and Fees. When the Service is activated, you must provide Company with a valid email address and a payment method accepted by Company. The only payment methods accepted by company are through automatic billing, where your credit card or personal account is charged automatically for the amount of your statement. We will retain your credit card and/or personal checking account information per our privacy policy. You can select your payment method by contacting Customer Service at (786) 752-3081 and identifying which payment method you select, or by signing up through our website at www.lv7communication.us. If you select the automatic credit card payment method, you authorize Company to charge your credit card the full balance of the statement on the day of your statement due date. If you select the personal account payment method, you authorize Company to deduct from your personal account the amount due on your statement, with said deduction being made on the day of your statement due date. If your statement due date is on a weekend or holiday, payment will be automatically made on the next business day.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT GIVE YOU PRIOR NOTICE OF ANY SPECIFIC CHARGE OR TRANSFER UNLESS SUCH CHARGE OR TRANSFER EXCEEDS TWO-HUNDRED AND FIFTY DOLLARS (\$250) PER LINE.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY MAY INITIATE PAYMENTS WHEN YOUR ACCOUNT IS CANCELLED OR TERMINATED FOR ANY DISCONNECTION OR RECOVERY FEES UNLESS SUCH CHARGE OR TRANSFER EXCEEDS TWO-HUNDRED AND FIFTY DOLLARS (\$250) PER LINE.

In the case of payment from your personal account, if your bank or financial institution rejects any transfer for any reason, Company may at its discretion charge a return fee of thirty-five dollars (\$35.00), and you consent to Company's charging of such return fee. You further acknowledge and agree that Company may initiate reprocessed payment(s), meaning a transfer from your bank in the event that the monthly transfer is refused, for any reason, by your bank or financial institution. Reprocessed payments will be initiated on or after the business day after the date on which Company is informed that your monthly transfer was refused or declined for any reason. The amount of the Reprocessed payment shall equal the amount of the declined or refused payment, plus Company's return fee, if any. It is possible that Company may initiate multiple reprocessed payments per billing cycle. YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT GIVE YOU PRIOR NOTICE OF ANY REPROCESSED PAYMENT, AND BY SIGNING UP FOR THIS PAYMENT OPTION, YOU WAIVE ANY AND ALL RIGHTS TO SUCH NOTICE AND ANY WAITING PERIOD PRIOR TO COMPANY'S INITIATING A REPROCESSED PAYMENT.

Company is not responsible for any fees your financial institution may charge you for returned or reject payments whether to Company or a third party. If Company agrees, you may increase the maximum amount of recurring monthly payments by contacting Company's Customer Service Center.

If your payment method expires, you close your account, your billing address changes, or your payment method is cancelled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, fees, applicable taxes and surcharges for each prescribed Service Term, in advance (except for usage-based charges, which will be billed in arrears, and any other charges which we decide to bill in arrears) to your payment method, including, but not limited to (all of which are defined later in this Agreement):

The above fees are defined as follows:

Activation Fee - This fee covers charges for activating and setting up your account.

Service Fee - This fee is the basic charge associated with your service, and includes the calling charges defined by your plan, the features associated with your plan and basic account services.

Usage Charges - If you exceed the number of calling minutes on your plan, Company will bill you for the minutes you use above your allowance.

International Usage Charges - These are the fees associated with calls to locations outside of the US, Canada and Puerto Rico. However, if you are on an unlimited calling plan, Company will not charge you for calls to certain countries identified specifically in that plan.

Advanced Features, Add-ons, Premium Services - Company charges additional fees for enhanced features, add-ons, and other added products and services.

Equipment Purchases - In most instances, you will pay for equipment associated with your Company service with your payment method. However, there may be occasions when Company will offer you the option to bill equipment to your account.

Regulatory Recovery Fee - A regulatory recovery surcharge applies to each phone number. Company uses this fee to pay our regulatory-related fees and expenses, including taxes, number portability charges, and related legal fees.

Emergency 911 Cost Recovery Fee applies to each line of service. This fee is used to recover costs directly associated with developing, implementing and maintaining a nationwide E911 in compliance with FCC regulations, Company 911 dialing and the Company national 911 emergency call center run through a third party.

Taxes - Company is required to bill and collect local, state and federal taxes imposed on Company customers by the various taxing authorities. Company passes all taxes it collects on to the appropriate taxing authority.

911 Fees - State and/or local governments may assess fees on Company to pay for emergency services in your community. Company bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. Company is committed to supporting public safety services and resources in your State. For more information, and to learn more about the fees collected in your community for emergency services, contact your state or local elected official.

Federal Universal Service Fee - a charge issued per Service Term that recovers the contributions that Company, as a VoIP provider, must make to the federal Universal Service Fund (USF). This fund supports the telecommunications needs of low-income households, schools, libraries, rural hospitals, and consumers living in high-cost service areas. This fee is applied to Customer's

interstate and international charges at the same rate applicable to Company's USF contributions and may be subject to periodic adjustment.

(b) Billing Disputes. You must notify us in writing within seven (7) days after receiving your statement from your bank or credit card issuer if you dispute any Company charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Dispute Department

P.O.Box 666956

Pompano Beach, FL 33066

-or- customercare@lv7communication.com.

(c) Payment and Collection.

(i) Payment. Your subscription to the Service authorizes us to collect from your payment method. This authorization will remain valid until thirty (30) days after we receive written notice from you terminating our authority to charge your payment method, whereupon we will charge you for the Disconnection Processing Fee, if applicable, and any other outstanding charges and disconnect your Service. We may disconnect your Service at any time in our sole and absolute discretion if any charge to your payment method is declined or reversed, your payment method expires and you have not provided us with a valid replacement payment method or in case of any other non-payment of account charges.

(ii) Collection. If your Service is disconnected, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

(iii) Notices. You understand that it is difficult for Company to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days advance notice from Company regarding the amount that Company will debit from your account. Company may send you messages about your billing from time to time, but Company is not obligated to do so. Company may change or cease its messages at any time without notice to you.

(d) Disconnection; Discontinuance of Service. We reserve the right to suspend or discontinue the Service generally, or to disconnect your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or disconnect your Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final Service Term charges. If your Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for all charges through the end of the current Service Term, including unbilled charges, plus the Disconnection Processing Fee, if applicable, all of which will immediately be due and payable. Company will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

(e) **Taxes.** State and local governments may assess taxes, surcharges and/or fees on your use of Company service. These charges may be a flat fee or a percentage of your Company charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your 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 payment method as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

(f) **Disconnection Processing Fee.** You will be charged a Disconnection Processing Fee of \$49.99 per Device if your Service is disconnected within one (1) year of the delivery of your Device, subject to applicable state and local laws. However, if your Service is disconnected after one (1) year following the delivery of the Device, the Disconnection Processing Fee is waived.

4. LIMITATION OF LIABILITY; INDEMNIFICATION; DISCLAIMER OF WARRANTIES

(a) **Limitation of Liability.** We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

an act or omission of an underlying carrier, service provider, vendor or other third party;

equipment, network or facility failure;

equipment, network or facility upgrade or modification;

force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;

equipment, network or facility shortage;

equipment or facility relocation;

service, equipment, network or facility failure caused by the loss of power to you;

outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;

any act or omission by you or any person using the Service or Device provided to you; or

any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

(b) Disclaimer of Liability for Damages. IN NO EVENT WILL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

(c) Indemnification. You shall defend, indemnify, and hold harmless Company, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Device.

(d) Survival. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

(e) No Warranties on Service. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER COMPANY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR 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 COMPANY'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF

ANY, BY COMPANY OR COMPANY'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

(f) Limited Device Warranty. Except as set forth herein, if you received a Device from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

(g) No Warranty. IF A LIMITED WARRANTY DID NOT COME WITH YOUR DEVICE, YOU ARE ACCEPTING THE DEVICE "AS IS".

(h) Disclaimer. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE (IF APPLICABLE), WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

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

(j) Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

5. MISCELLANEOUS

(a) Governing Law. The law of the state of your residence shall govern this Agreement as well as the relationship between you and us except to the extent such law is preempted by or inconsistent with applicable federal law. Notwithstanding the foregoing, because this Agreement evidences a transaction in interstate commerce, the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provision set forth below.

(b) Mandatory Arbitration and No Jury Trial. Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Oakland County, Michigan. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. **REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.** All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. **THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, MICHIGAN.**

(c) No Waiver of Rights. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

(d) Entire Agreement. This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and Company and govern the use of the Service by you, members of your household, guests and employees. This Agreement supersedes any prior agreements between you and Company and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

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

6. FUTURE CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on www.lv7communication.com. Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes written terms enclosed within the packaging of the Device.

7. PRIVACY

Company Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Company is not liable for any lack of privacy which

may be experienced with regard to the Service. Please refer to our Privacy Policy for additional information.

8. EXPORT CONTROLS You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security (the "U.S. Export Controls"). Without limiting the generality of the foregoing, you expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Service or any direct product thereof to any destination, company or person restricted or prohibited by U.S. Export Controls.

9. COPYRIGHT INFRINGEMENT; DIGITAL MILLENIUM COPYRIGHT ACT (DMCA) NOTICE.

Materials may be made available via the Service by third parties not within our control. We are under no obligation to, and do not, review content posted on the Service for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to remain on the Service. If you believe any materials on the Service infringe a copyright, you should provide us with written notice that at a minimum contains: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Any notice provided under this section shall be sent to DMCA Notice, P.O.Box 666956, Pompano Beach, FL 33066.

Last Updated November 26, 2007