

1SimplePhone, LLC - Service Terms and Conditions

Effective 1-Apr-2016

1. DEFINITION AND INTERPRETATION

These Terms and Conditions of Service constitute the agreement ("Agreement") between 1SimplePhone, LLC ("we", "us", "our" or "1SimplePhone") and the user ("you", "your", "user", or "Customer") of 1SimplePhone's business services and any related products or services ("Service").

This Agreement governs both the Service and any Device or Equipment, such as IP phones, adapters, switches, routers or any other IP connection Devices ("Device" or "Equipment"), purchased or leased in conjunction with the Service (collectively, the "Service"). 1SimplePhone does not offer the option to bring your own Equipment; all Equipment must be purchased or leased from 1SimplePhone. Service will not be offered or provided for using Equipment or Devices purchased or leased from other sources.

By ordering, purchasing or using the Services, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY as they affect the legal rights between the Customer and 1SimplePhone by, among other things, (1) requiring MANDATORY ARBITRATION OF DISPUTES; (2) charging an EARLY TERMINATION CHARGE and DISCONNECTION FEE; and (3) LIMITING 1SimplePhone's LIABILITY UNDER THE AGREEMENT.

2. SERVICE

2.1 Service Term. The Service term begins on the date in which 1SimplePhone receives initial payment and activates your Service. You are agreeing to Service on Quarterly terms, and initial Service charges are pro-rated based on when Service begins within the Quarter in which Service is activated.

2.2 Use of Service and 1SimplePhone- Leased Equipment. You shall not resell or transfer the Service or leased Equipment to another party without our prior written consent. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service and/or Leased Equipment for any of the aforementioned or similar activities.

2.3 Use of Service Only. For Service-only customers, you are responsible for operating and supporting any and all Equipment not leased or purchased from 1SimplePhone, for use with the Service. By agreeing with these Terms and Conditions, you acknowledge your sole responsibility for the software and/or firmware compatibility and on-going interoperability with the Service, of any Equipment not purchased or leased from us. You shall not resell or transfer the Service to another party without our prior written consent. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service for any of the aforementioned or similar

activities.

2.4 Prohibited Uses.

2.4 (a) Unlawful. Customer shall use the Service and Equipment only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or leased Equipment for an unlawful purpose. In the event of such termination, you will be responsible for the charges incurred to the end of the billing cycle, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service and/or Equipment for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, 1SimplePhone will provide information in response to law enforcement requests, subpoenas, or court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to any individual.

2.4 (b) Inappropriate Conduct. You shall not use the Service or Equipment in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Equipment in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Equipment in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, 1SimplePhone will provide information in response to law enforcement requests, subpoenas, or court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

2.5 Use of Service and Equipment by Customers Outside the United States.

1SimplePhone offers Service via our US based data centers and does not offer nor support, as a normal course of business, Service in any countries other than the US. If you have a business request for Service outside of the United States, you must email a request to: global@1simplephone.com. If you use the Service or leased Equipment outside of the United States, with or without the express written consent of 1SimplePhone, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate your Service immediately if we determine, in our sole and absolute

discretion, that you have used the Service or the Equipment outside of the United States without our written consent.

2.6 Technical Support. To request technical support or assistance, please visit us online at www.1simplephone.com, and select Support to submit a Support Ticket. Response time to Support requests are prioritized based on the level of assistance needed: Emergency requests (e.g. entire outage) are 0-2 business hours, High priority requests (e.g. partial outage) are 2-4 business hours, and Non-emergency requests (e.g. no outage) are responded to within 24-48 hours.

2.7 Copyright; Trademark; Unauthorized Usage of Equipment; Firmware or Software.

2.7 (a) Copyright; Trademark. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

2.7 (b) Unauthorized Usage of Equipment; Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Equipment is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. We reserve the right to prohibit the use of any interface Equipment that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface Equipment that we have not provided to you. In addition, you shall indemnify and hold harmless 1SimplePhone against any and all liability arising out of your use of such interface Equipment with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software provided by 1SimplePhone.

2.8 Tampering with the Equipment or Service. You shall not change the electronic serial number or equipment identifier of any 1SimplePhone-leased Equipment or perform a factory reset of the Equipment without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the Equipment. In the event of such termination, you will remain responsible for the all charges incurred within current billing cycle, including, without limitation, unbilled

charges, plus a termination fee, if applicable, all of which will immediately become 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.

2.9 Theft of Service. If Service is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner, you must notify us immediately by visiting our website at www.1simplephone.com, submitting a Support ticket, providing your account number, a detailed description of the circumstances of the theft, fraudulent use or unauthorized use of Service Failure to notify us and provide adequate documentation, in a timely manner may result in the termination of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service, including but not limited to stolen, fraudulent or unauthorized use of the Service.

2.10 Return of 1SimplePhone-Leased Equipment (Does Not Apply to Customers who purchase Equipment from 1SimplePhone).

2.10 (a) By leasing the Equipment rather than purchasing, you acknowledge and agree that you must return each 1SimplePhone-Leased Device to the address indicated on your quarterly invoice within seven (7) business days of termination of Service; and that you are responsible for FULL REPLACEMENT COST of each 1SimplePhone-Leased Device not received by us within seven (7) business days of termination of Service. You further acknowledge and agree:

- (1) Equipment is in original condition, reasonable wear and tear excluded;
- (2) the original proof of purchase are returned with Equipment, together with the original packaging, all parts, accessories, and documentation; and
- (3) you pay all costs of shipping the Equipment back to us.

2.10 (b) If you receive cartons or Equipment that is visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and immediately notify us via email to: support@1simplephone.com so that we can make arrangements to rectify the situation.

2.11 Ownership and Risk of Loss. You are responsible for each 1SimplePhone-leased Device and bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

2.12 Number Porting/Transfer. Upon the termination of your Service, we may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider or any new

number we provided when Service was activated and used in connection with your Service, if all of following conditions are met:

- (1) New service provider is able to accept such number;
- (2) your account has been properly terminated;
- (3) your account is completely current, including payment for all Service charges, purchased and/or leased Equipment payments and/or fees, any applicable taxes, fees and/or surcharges including but not limited to International usage charges; advanced feature(s) charges; shipping and handling charges; and
- (4) you request the transfer upon terminating your account.

2.13 Incompatibility With Other Services.

2.13 (a) Security Systems. The Service may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed at any locations at which your business operates. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

2.13 (b) Certain Broadband and Cable Modem Services. You acknowledge that the Service presently may not be compatible with some broadband services. 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.

2.14 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 or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.15 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.

3. BILLING; PAYMENTS; COLLECTION; TAXES; DISCOUNTS; TERMINATION

3.1 Billing. SimplePhone utilizes a quarterly billing cycle for charges incurred each quarter. Quarterly Invoices will be delivered via email to the email address of record provided by Customer when Service order was placed or email address most recently updated per request. Invoices will be emailed thirty (30) days prior to the 1st day of the beginning of the billable

quarter; and will reflect all quarterly billing cycle Service charges, purchased and/or leased Equipment payments and/or fees, and include applicable taxes, fees and/or surcharges including but not limited to International usage charges; advanced feature(s) charges; shipping and handling charges.

3.1 (a) Billing Disputes. Billing disputes must be received via email to billing@1simplephone.com no less than 15 calendar days prior to the 1st day of the beginning of the billable quarter reflected on the invoice you wish to dispute. By agreement to these terms, you acknowledge that failure to provide email notice of your wish to dispute charges and/or fees no less than fifteen (15) days prior to the 1st day of the beginning of the billable quarter reflected on the invoice you wish to dispute, will result in your waiver of any right to dispute such charges and your full responsibilities for all 1SimplePhone charges and/or fees as provisioned in *Section 3.1 (Billing)*.

3.3 Payment.

3.3 (a) Initial Payment. When Service is ordered, 1SimplePhone will send via email provided by Customer, an initial prorated invoice that you may pay online. Service will activate when initial payment is received. Initial prorated charges shall include, if applicable, activation fees, quarterly prorated Service charges, Equipment shipping and handling charges, charges for purchased or leased Equipment, toll charges, taxes and any other applicable charges.

3.3 (b) Form of Payment; Process; Procedure. Payments can be made online following the instructions found in the email invoice sent thirty (30) days prior to the 1st day of the beginning of the billable quarter. 1SimplePhone utilizes 3rd party billing via Paypal (e-check) or Stripe (credit card; we reserve the right to change Form of Payment, Process and/or Procedure at our sole and absolute discretion). Changes to payment process, form or procedure in no way limit or affect your full responsibility for payment(s) of all applicable activation fees, quarterly full or prorated Service charges, Equipment shipping and handling charges, charges for purchased or leased Equipment, toll charges, taxes and any other applicable charges.

3.3 (c) Payment Schedule. Once Service has been activated, all charges and/or fees must be paid by the first (1st) day of the beginning of each quarter

3.3 (d) Late/Non-Payment. If any charges or fees are not paid, for any and all reasons, by the fifteenth (15th) calendar day of the first (1st) month of the billable quarter, 1SimplePhone may suspend or terminate Services and all accrued charges shall be immediately due and must be paid in full prior to reactivation of Services. No suspension or termination of the Services or of this Agreement shall relieve Customer from paying any amounts due hereunder.

3.4 Collection. If Service is terminated 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.

3.5 Taxes. 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 use or payment for Service or Equipment. Such amounts are in addition to payment for the Service or Equipment. If you are exempt from payment of such taxes, you must provide documentation that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such documentation.

3.6 Voluntary Termination of Service. To terminate Services, you must send written notice no less than 15 (fifteen) days prior to the 1st day of the beginning of the next billable quarter via email to: billing@1simplephone.com. If you fail to provide notice within the required 15 (fifteen) days prior to the beginning of the next quarter, you will be responsible for payment in full for the next billable quarter. Any written notice received less than 15 (fifteen) days prior to the beginning of the next quarter will not be processed to take effect until the next quarter after the quarter following the date written notice was received.

3.7 Involuntary Termination of Service. We reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination. If your Service is terminated due to breach of any provision of this Agreement, you will be responsible for all charges/fees to the end of the current billing cycle, including, without limitation, unbilled charges, all of which will immediately become due and payable.

3.8 Termination Fees. Unless otherwise agreed upon there is no scheduled fee for voluntary termination of Service; however, by your agreement to these terms, you acknowledge all provisions in *Section 2.1 (Term)* concerning the procedures to voluntarily terminate Service without additional charges incurring, including but not limited to required notice, delivery method of said notice and deadline for us to receive notice. You further acknowledge all provisions in *Section 2.10 (Return of 1SimplePhone-Leased Equipment)* concerning proper procedures to return Equipment, including but not limited to, deadline following termination of Service date and the condition in which Equipment is received by us. Failure to follow proper termination of Service procedures, and/or failure to comply with all provisions of Equipment return, will result in additional charges, all of which you are fully responsible to pay.

3.9 Discounts. From time to time in its sole discretion, 1SimplePhone may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be provided to 1SimplePhone upon purchase of the Services. Customer 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. Promotions and/or discounts may not be used cumulatively or be used for services retroactively and may be changed at 1SimplePhone's sole discretion.

4. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

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

- (1) an act or omission of an underlying carrier, service provider, vendor or other third party;
- (2) equipment, network or facility failure;
- (3) equipment, network or facility upgrade or modification;
- (4) force majeure events such as (but not limited to) acts of God, acts of nature, lightning strikes, fire, war, riot, acts of terrorism and government actions;
- (5) equipment, network or facility shortage;
- (6) equipment or facility relocation;
- (7) service, equipment, network or facility failure caused by the loss of power to you;
- (8) 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;
- (9) any act or omission by you or any person using the Service or Equipment provided to you; and/or
- (10) any other cause that is beyond our control, including, without limitation, a failure of or defect in any Equipment, 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.

4.2 Disclaimer of Liability for Damages. IN NO EVENT WILL 1SIMPLEPHONE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO 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.

4.3 Indemnification and Survival.

4.3 (a) Indemnification. You shall defend, indemnify, and hold harmless 1SimplePhone and 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 Equipment.

4.3 (b) Survival. By ordering, purchasing and/or using the Service, Customer acknowledges, any provision of the Agreement that is, due to sense and context, intended to survive the termination or expiration of this Agreement, shall survive.

4.4 No Warranties on Service.

4.4 (a) Service Requirements. 1SimplePhone makes no warranties, express or implied, including but not limited to, any warranties of merchantability, fitness of Service, or fitness of Equipment for a particular purpose, title or non-infringement; nor do we make any warranty arising from usage of trade, course of dealing or course of performance or warranty that the Service will meet Customer's requirements.

4.4 (b) Service Failure. Without limiting the foregoing provisions found in *Section 4.4 (a) (Service Requirements)*, 1SimplePhone does not warrant that the Service or Equipment will be without failure, delay, interruption or error, nor do we warrant the Service or Equipment will be without degradation of voice quality or loss of content, data or information.

4.4 (c) Unauthorized Access. Neither 1SimplePhone nor its officers, directors, employees, affiliates or agents, or any other services provider or vendor who furnishes services, equipment or products to Customers, in connection with Service provided by us, will be liable for unauthorized access to Customer's transmission or storage facilities, data centers or premises equipment. Nor will 1SimplePhone be liable for unauthorized access to Customer's data files, programs, procedures or information, resulting in, alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, Equipment or any other method, including fraudulent means, regardless of whether such damage occurs as a result of 1SimplePhone's service provider's or vendor's negligence.

4.4 (d) Statements and Descriptions of Service. Any statements concerning the Service or Equipment, by 1SimplePhone or 1SimplePhone's agents, technicians or installers, are understood to be for informational purposes only, and are not given as a

warranty of any kind.

4.5 Equipment Warranties; Replacement.

4.5 (a) Limited Warranty. Except as set forth herein, if you purchased new Equipment new from 1SimplePhone and the Equipment included a limited warranty at the time of receipt, you must refer to the separate limited warranty documentation provided with the Equipment 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.

4.5 (b) No Warranty. If your Equipment did not include a limited warranty from us at the time of receipt, you are accepting the Equipment "as is." You are not entitled to replacement, repair or refund in the event of any defect.

4.5 (c) Stolen Equipment (Does not apply to Customers who purchase rather than lease Equipment from 1SimplePhone). In the event 1SimplePhone-LEASED Equipment is stolen, you must submit a Support ticket using the Support link at: www.1simplephone.com; provide an explanation of the circumstances, including any Police Report or Incident Numbers, and as soon as is possible, email a copy of the official Police Report to: support@1simplephone.com. In the event that we must replace Equipment due to a theft, you will be charged an additional lease fee on recurring invoice to replace all missing Equipment named or unnamed in Police Report or other documentation.

4.5 (d) Disclaimer. Other than warranties for the Equipment expressly set forth in the documentation provided with the Equipment, and any limited warranty expressly set forth herein, 1SimplePhone makes no warranty of any kind, express or implied, and specifically disclaims any warranty of merchantability, fitness of the Equipment for a particular purpose, title or non-infringement or any warranty arising from usage of trade, course of dealing, or course of performance or any warranty that the Equipment 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 Equipment.

4.6 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.

4.7 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 Equipment (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

terminate 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 with 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 your Users' use or content.

4.7 (a) Usernames/Passwords. Customer is solely responsible for maintaining the confidentiality of Customer's Login, and will not transfer Customer's Login, email address or password, or lend or otherwise transfer use of or access to the 1SimplePhone Services, to any third party. By agreeing to these Terms and Conditions, you assume sole responsibility to maintain username/passwords for anyone for which you provide access, including but not limited to yourself, your employees and/or guests.

4.8 Recording Conversations. 1SimplePhone provides a function that allows a Customer to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by state. Customer is solely responsible for applying the local laws in the relevant jurisdiction when using this feature.

5. FUTURE CHANGES TO THIS AGREEMENT

This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services, Equipment charges/fees for purchase or lease, constitute the entire agreement between you and 1SimplePhone and govern the use of the Service and Equipment by you, members of your business, employees and guests. We may change the terms and conditions of this Agreement from time to time; notice of such changes will be considered received, effective and binding on the date posted on: www.1simplephone.com. We will make best efforts to notify Customers in advance via email regarding changes to the terms and conditions of this Agreement. The Agreement as and when posted supersedes all previous electronic and/or written Terms and Conditions, and also supersedes any written terms provided prior to start of Service and without limitation, any written terms enclosed within the packaging of the Equipment. This Agreement supersedes any prior agreements between you and 1SimplePhone and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

6. CUSTOMER DATA; PRIVACY

6.1 Customer Data. Customer hereby grants, subject to *Section 7.2 (Privacy)*, 1SimplePhone a non-exclusive, non-transferable (except in connection with an assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data, solely to the extent necessary to provide the Services to Customer. Except as expressly provided in this Section, Customer grants to 1SimplePhone no right, title, interest, or license in the Customer Data, and Customer hereby reserves for itself and its licensors all rights in and to all Customer Data. Notwithstanding the foregoing, 1SimplePhone shall be permitted to disclose

Customer Data to third parties as and to the extent required by law (including, without limitation, pursuant to a court order or subpoena).

6.2 Privacy. 1SimplePhone Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. 1SimplePhone is not liable for any lack of privacy which may be experienced with regard to Equipment or Service. For additional information and to read our Privacy Policy, please visit our website at www.1simplephone.com.

7. MANDATORY ARBITRATION

7.1 (a) Mandatory Arbitration. Any dispute or claim between you, any member of your household, any guest or employee, and 1SimplePhone, arising out of or in relation to the Service or Equipment, will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. 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.

7.1 (b) Judgement. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. 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.

7.1 (c) Jurisdiction. The arbitration will take place in Denton County, Texas and this arbitration provision constitutes an agreement to be subject to jurisdiction in, and conduct arbitral proceedings in, Denton County, Texas.

7.1 (d) No Jury Trial. This arbitration provision constitutes a waiver of any right to a jury trial.

7.1 (e) Statute of Limitation. Regardless of any statute or law to the contrary, any claim or cause of action arising from or in relation to the Service, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

7.2 Governing Law. The Agreement and the relationship between you and 1SimplePhone is governed by the laws of the State of Texas 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 7.1 (Mandatory Arbitration and No Jury Trial)*, you shall submit to the personal and exclusive jurisdiction of the courts located within the State of Texas and waive any objection as to venue or inconvenient forum.

7.3 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.

7.4 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 unenforceability will not invalidate or render unenforceable any other portion of this Agreement.