



1-VoIP Terms of Service & Service Order Form

1. EMERGENCY SERVICES.

1.1. 911 Emergency Dialing Description & Limitations.

- 1.1.1. **Service Outages Due to Power Failure or Disruption.** Depending on several factors, including, but not limited to, the geographic location of the phone number associated with your VoIP Device (e.g., adapter, SIP phone, or IP phone software application) and/or the service address you listed at the time you registered for the service ("Registered Location"), by dialing 911 on your phone, your call, in many cases, will be routed to emergency personnel responsible for your Registered Location. Emergency resources and personnel will be dispatched to the Registered Location regardless of your actual location or that of your VoIP Device at the time of the call.
- 1.1.2. **Customer Responsibilities.** You must correctly identify the actual service address where your VoIP Device will be located when you register for the service. Failure to do so may result in fire, police or emergency personnel either not being able to find your location or may significantly delay their response time. Additionally, you may incur additional costs, fines or other penalties, including service provider charges, resulting from improper dispatch of emergency services or calls to emergency service dispatchers where you have failed to correctly identify the actual service address. Should you wish to move your service, you must update your Registered Location at least ten (10) days prior to your move to avoid delays and loss of emergency services. You may receive a new telephone number associated with the new location.
- 1.1.3. **Limitations of 911 Emergency Dialing.** YOU ACKNOWLEDGE THAT 911 EMERGENCY DIALING ("VoIP 911") ASSOCIATED WITH VOIP HAS CERTAIN LIMITATIONS, WHICH YOU MUST UNDERSTAND BEFORE ORDERING: (i) VoIP 911 only functions if you are using an approved VoIP Device, equipment or software and after your order has been processed and you have received a 911 service confirmation. If you use non- approved equipment or software or attempt to access VoIP 911 service prior to confirmation, VoIP 911 may fail; (ii) even though you may be able to make outbound calls immediately after installing your VoIP Device, provisioning of VoIP 911 may take additional time to complete. If you attempt to make VoIP 911 calls before you have received a 911 service confirmation (or prior to completion of VoIP 911 provisioning), calls to 911 may fail or may be forwarded to a non-public, backup emergency answering service; and (iii) after VoIP 911 is provisioned, emergency personnel may not have your Registered Location and/or your phone number on file, so you should be prepared to provide that information in the event you require emergency services and dial "911." VoIP 911 will not function if: (i) your VoIP Device fails or is not configured correctly; (ii) if your service is not working for any reason, including, but not limited to, a power outage, broadband service outage, network congestion, suspension or disconnection of your Service, broadband connection, or electrical power because of non-payment or late payment; or you fail to meet the minimum technical service requirements. FOLLOWING A POWER OUTAGE, YOU MAY NEED TO RESET OR RECONFIGURE YOUR EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE, INCLUDING VOIP 911. In certain limited cases, your VoIP 911 call will not be routed to the "traditional" wireline 911 dispatch center. Instead, it will be routed to a wireless telephone emergency dispatch center that may not normally receive 911 calls from your Registered Location. In this case, emergency personnel will not have your Registered Location and/or your phone number on file, so you should be prepared to provide that information in the event you require emergency services and dial "911." IF THE CALL IS DISCONNECTED FOR ANY REASON, EMERGENCY PERSONNEL WILL HAVE NO WAY TO CONTACT YOU OR DETERMINE YOUR IDENTITY OR LOCATION, SO YOU SHOULD RE-DIAL "911" IMMEDIATELY. IF ANY OF THE FOLLOWING OCCUR: (i) "traditional" 911 or E911 services are not available in your area; (ii) your Registered Location address cannot be validated; (iii) there is a failure in the underlying landline 911 network; (iv) there is a failure in the VoIP 911 call or location processing system. First, your call will be routed to a national call center where a trained operator will attempt to determine your identity and location. Neither the call center, nor the emergency dispatch center will have the ability to determine your location other than by asking you to provide your name and physical address. Only then will the operator be able to connect the call to an administrative number of the proper emergency dispatch center. THIS MAY RESULT IN A DELAY IN HANDLING OF YOUR EMERGENCY CALL AND, CONSEQUENTLY, MAY RESULT IN FIRE, POLICE OR EMERGENCY PERSONNEL EITHER NOT BEING ABLE TO FIND YOUR LOCATION OR MAY SIGNIFICANTLY DELAY THEIR RESPONSE TIME. FURTHER, IF YOU DO REACH EMERGENCY PERSONNEL, THEY MAY NOT HAVE THE ABILITY TO CONTACT YOU IF THE CALL IS DISCONNECTED FOR ANY REASON, SO YOU SHOULD REDIAL "911" IMMEDIATELY.
- 1.1.4. **Agreement & Acknowledgement.** You agree to advise all individuals who might place calls over this service of these limitations herein, and understand that it is recommended that you place the warning sticker provided to you on, or near, your VoIP Device (or the telephone connected to your VoIP Device) in an easily viewed location for any Service user. You authorize VYL, and its agents and/or vendors, to disclose your name and address to third-party emergency services providers in order to dispatch emergency personnel to your Registered Location. You understand that VYL and its underlying providers do not warrant the availability of a particular method of VoIP 911 for any location and/or the availability of VoIP 911 services. You acknowledge that the liability of VYL and its the underlying service providers is limited to the amount paid for the service for any service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document, in applicable tariffs, and/or public disclosures.

2. SERVICE.

- 2.1. **Use of Service and VoIP Device.** If you subscribe to VYL's services, the Service and the VoIP Device are provided to you solely for your

use. You shall not resell or transfer the Service or the VoIP Device to another party without our prior written consent. You are prohibited from using the Service or the VoIP Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the VoIP Device is, or at any time was, inconsistent with normal usage patterns, as determined in VYL's sole discretion. In addition, you will be required to pay higher rates for service for all periods in which your use of the Service or the VoIP Device was inconsistent with normal use.

2.2. Prohibited Uses.

2.2.1. **Unlawful.** You shall use the Service and the VoIP Device 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 the VoIP Device for an unlawful purpose. 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 VoIP Device 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, VYL will provide information in response to law enforcement requests, subpoenas, 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.

2.2.2. **Inappropriate Conduct.** You shall not use the Service or the VoIP Device 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 VoIP Device 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 VoIP Device 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, VYL will provide information in response to law enforcement requests, subpoenas, 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.

2.3. **Theft of Service.** You shall notify us immediately, in writing or by calling our customer support line, if the VoIP Device 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. When you call or write, you must provide your account number and a detailed description of the circumstances of the VoIP Device theft, fraudulent use or unauthorized use of Service. Failure to do so 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 using a VoIP Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

2.4. **Number Transfer on Service Termination.** 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 and used in connection with your Service if: (i) such new service provider is able to accept such number; and (ii) your account has been properly terminated; and (iii) your account is completely current, including payment for all charges and applicable termination fees; and (iv) you request in writing the transfer upon terminating your account.

2.5. **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.

3. CHARGES; PAYMENTS; TAXES; TERMINATION.

3.1. **Billing.** We will bill you for the first full month of Service upon signup. As part of the signup process, you must provide a valid email address together with a credit or debit card number from an accepted card issuer (e.g., Visa, MasterCard, Discover or American Express). All payments to us must be made by credit card, debit card, or through electronic funds transfer. You must advise us immediately in the event your credit or debit card expires, is lost, stolen or cancelled, or you close your credit or debit card account. All monthly recurring charges are billed in advance, including but without limiting: Service charges, taxes, regulatory and similar surcharges. Other charges will be billed in arrears. Current rates for Services are posted on our website and may change from time-to-time and at our sole discretion. You will receive a monthly statement at the beginning of each month via the email address you provide to us. We reserve the right, at our sole and absolute discretion, to charge and collect from you any time the amount you owe us exceeds \$30, or \$10 in usage-only charges. All calls are rounded up to the next full minute.

3.2. **Billing Disputes.** You must notify us in writing within seven days after receiving your credit or debit card statement if you dispute any VYL 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: VYL, First National Center, 120 N. Robinson Avenue, Suite 1600, Oklahoma City, Oklahoma, 73102 with a telecopy to (866) 387-0948.

3.3. Payment and Collection.

3.3.1. **Payment.** We only accept payment by credit card, debit card, electronic funds transfer and check. You hereby authorize us to charge your credit or debit card immediately upon signup and to continue through thirty days following our receipt of written notice of your termination of our authority to charge your card. If your card is declined for any reason, we may, at our sole and absolute discretion,

suspend or cancel your Service, which shall not be restored unless and until you provide a valid replacement credit or debit card to us and have paid any outstanding charges owed, together with any Service restoration fee.

3.3.2. **Collection.** You are fully liable to us for any and all charges or costs we incur pursuant to this Agreement, including any collections costs such as court costs and attorneys' fees.

3.4. **Termination; Discontinuance 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, including a pro-rated portion of the final months' charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full months' charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. If you signed up for a Service that included free hardware, you may only cancel your Service following your return of the hardware, which must be in full working condition, to VYL. You expressly agree that VYL may charge you \$99 for each device you do not return to us within thirty days from the date of cancellation. You expressly agree that VYL may continue to charge your credit card at the monthly Service rate, plus any additional applicable charges through the date we receive the hardware and pursuant to the additional terms as enumerated herein.

3.5. **Taxes.** Our Service rates are exclusive of any taxes, regulatory or other surcharges. Any such applicable charges will be charged to your credit or debit card in addition to the charge(s) for Service. 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.

3.6. **Liquidated Damages.** In the event you terminate this Agreement, without cause, prior to the conclusion of the Term hereof, you agree to immediately pay to VYL its liquidated damages, which shall be calculated at sixty percent (60%) of the total MRCs set forth in the Service Order Form, multiplied by the number of months remaining in the Term. If VYL provided a free VoIP Device to you, it must be returned in working condition within fourteen (14) days from the date Services are terminated to avoid an equipment replacement charge.

3.7. **Charges for Directory Calls (411).** We will charge you \$0.99 for each call made to directory assistance.

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 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; (i) equipment, network or facility failure; equipment, network or facility upgrade or modification; (ii) 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; (iii) equipment, network or facility shortage; (iv) equipment or facility relocation; (v) service, equipment, network or facility failure caused by the loss of power to you; (vi) 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; (vii) any act or omission by you or any person using the Service or VoIP Device provided to you; or (viii) any other cause that is beyond our control, including, without limitation, a failure of or defect in any VoIP 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. Each action or claim of any party arising under or relating to this Agreement shall be made only against the other party as a corporation or as to VYL, a limited liability company, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any parent company, affiliated company, subsidiary, shareholder, employee, officer, director, manager or member of the other party.

4.2. **Disclaimer of Liability for Damages.** IN NO EVENT WILL VYL, ITS OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, MEMBERS, 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. THE LIMITATION(S) HEREIN APPLY TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER CLAIMS BASED IN TORT AND/OR CONTRACT. CUSTOMER ACKNOWLEDGES, ACCEPTS AND AGREES TO THE REASONABLENESS OF THE PROVISIONS OF THESE LIMITATIONS AS AGREED HEREIN.

4.3. **Indemnification and Survival.**

4.3.1. **Indemnification.** You shall defend, indemnify, and hold harmless VYL, its officers, directors, employees, affiliates, members, managers 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 VoIP Device.

4.3.2. **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.

4.4. **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 VOIP 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 VOIP DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER VYL 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 VYL'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR VOIP DEVICE, IF ANY, BY VYL OR VYL'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

4.5. **VoIP Device Warranties.**

4.5.1. **Disclaimer.** OTHER THAN WARRANTIES AS TO THE VOIP DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE VOIP DEVICE, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE VOIP 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 VOIP DEVICE. VOIP DEVICE WARRANTIES DO NOT APPLY TO BUSINESS CUSTOMERS.

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 VoIP 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 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 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.**

5.1. **Governing Law; Jurisdiction.** The Agreement and the relationship between you and us are governed by the laws of the State of Oklahoma without regard to its conflict of law provisions. Disputes arising from or relating to the Services shall be determined by arbitration in Oklahoma County, Oklahoma, and in accordance with the procedural rules as set forth by the American Arbitration Association. Any award or other determination shall be binding as to both parties.

5.2. **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.

5.3. **Entire Agreement.** This Agreement, including any future modifications as may occur within the terms of the Agreement, the rates for Services found on our website, together with the Service Order Agreement, constitute the entire agreement between you and VYL 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 VYL and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5.4. **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 non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

5.5. **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 <http://www.voipyourlife.com/> and/or <http://www.vylmedia.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 any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

5.6. **PRIVACY.** VYL Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. VYL is not liable for any lack of privacy that may be experienced with regard to the Service. Please refer to our Privacy Policy at <http://www.voipyourlife.com/> for additional information.

SERVICE ORDER FORM TO FOLLOW