

# VoiceLift Terms of Service

These Terms of Service constitute the agreement ("Agreement") between VoiceLift Inc. ("we," "us" or "VoiceLift") and the user ("you," "user" or "Customer") of VoiceLift's Residential VoicePac communications services or Business VoicePac communications services and any related products or services ("Service"). This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device, ("Device" or "Equipment") used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms. If you have purchased Equipment from any VoiceLift equipment provider, you will be deemed a "Retail Customer" and will be governed by certain Retail Customer terms and conditions as set forth herein.

## 1. SERVICE

### 1.1 Term

Service is offered for a term which begins on the date that VoiceLift activates your Service ("Activation Date") and ends on the day before the same date in the twelfth month following the Activation Date unless otherwise specifically provided. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give VoiceLift written notice of non-renewal at least fifteen (15) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms or the term specifically stated in your Order Agreement, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, plus a disconnect fee or for all charges through the term of the Order Agreement, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

#### 1.2.1 Residential Use of Service and Device

If you have subscribed to VoiceLift's Residential VoicePac services, the Service and Device are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit, including but not limited to business, sales, tele-commuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service or the

Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from VoiceLift in advance. You agree that your use of the Service and/or Device, or the use of the Service and/or Device provided to you by any other person for any commercial or governmental purpose will obligate you to pay VoiceLift's higher rates for commercial service on account of all periods, including past periods, in which you use, or used, the Service for commercial or governmental purposes. VoiceLift reserves the right to immediately terminate or modify the Service, if VoiceLift determines, in its sole discretion, that Customer's Service is being used for non-residential or commercial use.

#### 1.2.2 Small Business Use of Service and Device - Prohibition on Resale

If you have subscribed to VoiceLift's Business VoicePac services, the Service and Device are provided to you as a small business user. This means that you are not to resell or transfer the service or device to any other person for any purpose, without express written permission from VoiceLift in advance. You agree that the VoiceLift Business Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. VoiceLift reserves the right to immediately terminate or modify the Service, if VoiceLift determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities.

#### 1.2.3 Business Plus Use of Service - Prohibition on Resale

If you have subscribed to VoiceLift's Business VoicePac services, the Service is provided to you as a business user. This means that you are not to resell or transfer the service or device to any other person for any purpose, without express written permission from VoiceLift in advance. Customer is responsible for supplying the standard SIP based Customer Premise Equipment (CPE) (device) for use with the service. Business Plus customers are solely responsible for providing, operating and supporting the device they use in conjunction with VoiceLift's service. VoiceLift reserves the right to immediately terminate or modify the Service, if VoiceLift determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities. Sections 1.8, 4.6, 4.7.1 and 5.5 of this agreement do not apply to Business Plus customers.

### 1.3 Lawful Use of Service and Device

#### 1.3.1 Prohibited Uses

You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in VoiceLift's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable

local, state, national or international law. VoiceLift reserves the right to terminate your service immediately and without advance notice if VoiceLift, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at VoiceLift's discretion be immediately charged to your credit card. You are liable for any and all use of the Service and/or Device by yourself and by any person making use of the Service or Device provided to you and agrees to indemnify and hold harmless VoiceLift against any and all liability for any such use. If VoiceLift, in its sole discretion believes that you have violated the above restrictions, VoiceLift may forward the objectionable material, as well as your communications with VoiceLift and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

### 1.3.2 Use of Service and Device by Customers Outside the United States

While we encourage use of the Service within the United States to other countries, VoiceLift does not presently offer or support the Service to customers located in other countries except Canada. If you remove the Device to a country other than the United States or Canada and use the Service from there, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the Service and/or Device by yourself or any person making use of the Service or Device provided to you and agree to indemnify and hold harmless VoiceLift against any and all liability for any such use. Should the removal from the United States or Canada of the Device violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless VoiceLift against any and all liability for such violation. VoiceLift reserves the right to terminate your Service immediately and without advance notice if it determines that you are using it outside the United States or Canada.

### 1.4 Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by VoiceLift

You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which is not provided by VoiceLift under the basic terms of service) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or VoiceLift terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911-calling feature. Should VoiceLift suspend or terminate your Service, the Service will not function until such time as

VoiceLift restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

#### 1.5 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on VoiceLift's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of VoiceLift are and shall remain the exclusive property of VoiceLift and nothing in this Agreement shall grant you the right or license to use any of such marks. You acknowledge that you are not given 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 Device, 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 Device is exclusively for use in connection with the Service and that VoiceLift will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. If you decide to use the Service through an interface device not provided by VoiceLift, which VoiceLift reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless VoiceLift against any and all liability arising out of your use of such interface device 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.

#### 1.6 Tampering with the Device or Service

You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from VoiceLift in each instance which VoiceLift may deny in its sole discretion. VoiceLift reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

#### 1.7 Theft of Device and or Service

You agree to notify VoiceLift immediately, in writing or by calling the VoiceLift customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the

circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as VoiceLift receives notice of the theft or fraudulent use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

#### 1.8 Return of Device

The Device must be returned to VoiceLift within fourteen (14) days of the termination of Service to receive a credit for the \$39.99 disconnect fee (refer to section 4.6 of this document regarding termination fees), provided: (i) you have retained, and return along with the Device, proof of purchase and original packaging; (ii) contents are undamaged and in original condition, reasonable wear and tear excluded; (iii) all parts, accessories, documentation and packaging materials are returned; and (iv) equipment is returned with a valid return authorization number obtained from VoiceLift's customer care department. You are responsible for the cost and risk of return shipping of equipment. If you receive cartons and/or Devices that are 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 contact VoiceLift's customer care department immediately. To obtain a return authorization number, you must contact [billing@VoiceLift.com](mailto:billing@VoiceLift.com) or 1-713-877-8647. Does not apply to VoiceLift Business VoicePac customers.

#### 1.9 Number Transfer on Service Termination

Upon termination of the Service, VoiceLift may, at its sole discretion, release a telephone number that was ported in from a previous service provider to VoiceLift by you and used in connection with your Service provisioned by VoiceLift to your new service provider, if such new service provider is able to accept such number, and provided that (i) your account has been terminated; (ii) your VoiceLift account is completely current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account.

#### 1.10 Service Distinctions

You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by VoiceLift. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

#### 1.11 Ownership and Risk of Loss

You shall be deemed the owner of the Device, and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned by you pursuant to Section 1.8 and has been received by VoiceLift.

## 1.12 No 0+ Calling; May Not Support x11 Calling

VoiceLift's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). VoiceLift's Service may not support 311, 511 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

## 2. EMERGENCY SERVICES- 911 DIALING

### 2.1 Non-Availability of Traditional 911 Dialing Service

VoiceLift does offer E911 access to emergency services. E911 dialing is NOT automatic. You must separately take affirmative steps to activate such 911-type dialing capabilities and that such 911-type dialing is different in a number of important ways from traditional 911 service. VoiceLift E911 dialing cannot be used in conjunction with a VoiceLift Soft Phone application and is only available on VoiceLift-certified Devices or Equipment.

### 2.2 Description of 911-Type Dialing Capabilities - Activation Required

VoiceLift does offer an E911-type dialing service in the U.S. (but may not offer such service in Canada) that is different in a number of important ways from traditional 911 services. When your VoiceLift telephone number is activated, the E911 service will be provided with the address that you have designated when you sign up. This is the address that will be utilized for this service until you request a change of service address with the Company. The system cannot identify the location of a telephone for emergency purposes other than by the address that you have furnished. Neither VoiceLift 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 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of VoiceLift.

### 2.3 Service Outage

#### 2.3.1 Power Failure or Disruption

You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

#### 2.3.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by VoiceLift

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by VoiceLift will prevent ALL Service including 911 dialing.

#### 2.3.3 Service Outage Due to Suspension of Your Account

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.

#### 2.3.4 Other Service Outages

You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

#### 2.3.5 Limitation of Liability and Indemnification

You acknowledge and understand that VoiceLift's liability is limited 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. You agree to defend, indemnify, and hold harmless VoiceLift, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

#### 2.4 911 Dialing Requires Activation

You acknowledge and understand that 911 dialing does not function unless you have successfully activated your subscription and your equipment has been connected and registers with the system. You acknowledge and understand that you cannot dial 911 from this line unless and until you have received a confirming email.

#### 2.5 Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your VoiceLift equipment will result in any 911 communication you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

#### 2.6 Requires Re-Activation if You Change Your Number or Add or Port New Numbers

You acknowledge and understand that 911 dialing does not function if you change your phone number or (for such newly added or ported numbers) if you add or port new numbers to your account, unless and until you have successfully notified VoiceLift, Inc. in writing, and until such later date that such activation has been confirmed to you through a confirming email. Although you may have activated 911 dialing with your former VoiceLift phone number, you must

separately activate 911 dialing for any changed or newly added or ported number.

#### 2.7 Requires Re-Activation if You Move or Change Location

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your VoiceLift Device to a different street address, unless and until you have successfully activated the 911 dialing feature following the instructions , and until such later date that such activation has been confirmed to you through a confirming email. 911 dialing must be re-activated although you may have activated 911 dialing using your former address, and you must separately activate 911 dialing for any new physical address. Failure to provide the current and correct physical address and location of your VoiceLift equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider

#### 2.8 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for VoiceLift Service at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your VoiceLift equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your VoiceLift equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and accept that VoiceLift relies on third parties for the forwarding of information underlying such routing, and accordingly VoiceLift and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. VoiceLift or its officers or employees, may not 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 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of VoiceLift.

#### 2.9 Automated Number Identification

At this time in the technical development of VoiceLift 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. VoiceLift's system is configured in most instances to send the automated number

identification information; however, one or more telephone companies, not VoiceLift, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

#### 2.10 Automated Location Identification

At this time in the technical development of VoiceLift 911 Dialing, it is not possible to transmit identification of the address that you have listed to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

#### 2.11 Alternative 911 Arrangements

You acknowledge that VoiceLift does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional 911 services.

### **3. CHANGES TO THIS AGREEMENT**

VoiceLift 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 to the "Service Announcements" section of VoiceLift's website (currently located at <http://www.VoiceLift.com>). Such changes will become binding on Customer, on the date posted to the VoiceLift website and no further notice by VoiceLift is required. This Agreement as 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..

### **4. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION**

#### 4.1.1 Billing for Residential and Small Business (less than 4 lines)

You must give us a valid credit card number (Visa, MasterCard, American Express or any other issuer then-accepted by VoiceLift) when the Service is activated. VoiceLift reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must

advise VoiceLift at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which VoiceLift decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly Service fees, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. VoiceLift reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on VoiceLift's website.

#### 4.1.2 Billing for Business Customers.

We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which VoiceLift decides to bill in arrears). Certain Enterprise customers may be billed more frequently based upon usage and at the sole discretion of VoiceLift. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on VoiceLift's website. All monies billed are due and payable within 15 days of the date of the bill. VoiceLift reserves the right to suspend and or terminate service of any customer that has not paid the bill within 30 days of the date of the bill. In the event service is terminated for non payment or for other violation of these terms of service or agreement with the customer, the entire balance of the customers contract will become immediately due and payable. VoiceLift shall be entitled to collect interest on all unpaid balances at a rate of 18% per annum in addition to attorneys fees, courts costs and other costs of collection.

In the event that service is terminated for any reason, the subscriber owes to VoiceLift a disconnect fee of \$30 per line in addition to other amount due for service and/or under contract.

#### 4.2 Billing Dispute

You must notify VoiceLift in writing within 7 days after receiving your credit card statement or invoice if you dispute any VoiceLift charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address:

Customer Service/Billing Department

VoiceLift, Inc.

19 Briar Hollow Lane, Suite 263

Houston, Texas 77027

or

[billing@VoiceLift.com](mailto:billing@VoiceLift.com)

or

1-713-877-8647

### 4.3 Payment

VoiceLift accepts payments only by credit card as set forth in Section 4.1 for Residential and Small Business (less than 4 lines) (unless otherwise specifically agreed to with Business VoicePac customers only) . Your initial use of the Service authorizes VoiceLift to charge the credit card account number on file with VoiceLift, including any changed information given VoiceLift if the card expires or is replaced, or if you substitute a different card, for VoiceLift charges as set forth herein. This authorization will remain valid until 30 days after VoiceLift receives your written notice terminating VoiceLift's authority to charge your credit card, whereupon VoiceLift will charge you the disconnect fee and any other outstanding charges and terminate the Service. VoiceLift may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with VoiceLift is declined or reversed, your credit card expires and you have not provided VoiceLift with a valid replacement credit card.