

TERMS AND CONDITIONS OF SERVICE FOR ALL FONVANTAGE® CUSTOMERS

This agreement ("Agreement") is between FonVantage® ("FonVantage") and you, the customer of the voice over internet protocol ("VoIP") service ("you" or "Customer"). All FonVantage services and products (collectively, the "Services") made available to Customer shall be governed by the terms and conditions herein. By completing the online application for these Services, Customer certifies that Customer agrees to these Terms and Conditions of Service and is of legal age to enter into this Agreement.

1. TERMS AND CONDITIONS.

The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents executed by Customer, including, without limitation, purchase orders and specifications. All other documents that may contain additional, different, or conflicting terms and conditions that Customer executed shall not be binding in any way on FonVantage. No waiver or amendment to this Agreement shall be binding on FonVantage, unless made in a writing that expressly states that it is a waiver or an amendment to this Agreement and is signed by Customer and an authorized representative of FonVantage. FonVantage reserves the right to modify these Terms and Conditions of Service at any time by publishing the revised Agreement on the Website (www.fonvantage.com). If Customer does not wish to accept these revised Terms and Conditions of Service, Customer may terminate the Services immediately. Customer's continued use of the Services shall constitute Customer's acceptance to be bound by the new or revised Terms and Conditions of Service.

2. TERM.

The term of this Agreement (the "Term") shall begin on the day that you sign up for Services and continue until the Services are terminated. Customer agrees to pay all applicable fees for the Services rendered hereunder for the duration of the Term. Termination or expiration of the Term does not alleviate Customer of any responsibility for paying any and all unpaid, accrued charges and/or fees due hereunder.

3. 911 AND SERVICE REQUIREMENTS.

A. 911 Dialing Limitations.

- (i) Description of 911 Dialing Limitations. Customer acknowledges that currently the FonVantage Services do not support traditional 911 emergency dialing (whereby 911 calls are automatically routed to an emergency 911 operator who is given immediate access to the caller's physical address). FonVantage does offer limited 911 services, in which Customer 911 calls are routed to the nearest Public Safety Answering Point office ("PSAP"). Typically, the PSAP general operator answers the calls and then routes them to an emergency operator in the Customer's location. Not all PSAP's, however, will accept calls in this manner. Some PSAPs do not automatically receive the caller's phone number or physical location; rather, the person placing the call must provide that information. Customer agrees to notify all of its users of the Services of the 911 limitations. Customer acknowledges and accepts full responsibility to purchase an alternative means of accessing traditional 911 emergency services such as traditional wire-line telephone services and/or wireless cellular phone services.
- (ii) Pre-Activation Requirements; Registered Locations. All Customers who sign up will be required to register the physical location where the Equipment will be located (the "Registered Location") and to acknowledge all 911 limitations prior to the activation of Services. If the Equipment is comprised of more than one device, then Customer must provide a Registered Location for each device. If Customer changes, adds or ports a new phone number for association with the Equipment, Customer will be

required to formally confirm the Registered Location of each device prior to activation of the Service. If the Customer moves the Equipment to another location, the Customer must immediately notify FonVantage and register the new location and effective date. Customer can notify FonVantage of a change in Registered Location by making the change to his or her information in his or her FonVantage online back office portal. Any failure to update a Registered Location will result in 911 calls made from the Equipment to be sent to the emergency center for the address currently registered for that Equipment.

B. Service Outages; Termination.

(i) Power Failure or Disruption. If the power supply is interrupted, the Service (including 911 Dialing) will not function until power is restored. Customer may need to reset or reconfigure the Equipment following a power failure or disruption prior to utilizing the Service (including 911 Dialing).

(ii) Service Outages Due to Internet Outage, Suspension or Termination of Broadband ISP Service. Service outages, suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning. Following disruptions or outages in Broadband or ISP service, Customer may need to reset or reconfigure the Equipment.

(iii) Service Outage Due to Termination of Your FonVantage Account. Service outages due to termination of your account will prevent all Service (including 911 Dialing) from functioning.

(iv) Service Outages Due to ISP/Broadband Provider Blocking of Ports or Other Acts. Customer's ISP or broadband provider or other third party may inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. If Customer alerts FonVantage to the issue, FonVantage will work with Customer to resolve the issue. While the ports are being blocked or Customer's Service is impeded, and unless and until the blocking or impediment is removed or is otherwise resolved, the Service, including the 911 Dialing feature, may not function. Customer acknowledges that FonVantage bears no responsibility whatsoever for ports blocked by any ISP or broadband provider or any other impediment to the Services, and any resultant loss of Services (including 911 Dialing). In the event Customer loses Services as a result of the blocking of ports or any other impediment to the Services, Customer will continue to be responsible for payment of the Service charges unless and until Customer terminates the Service pursuant to this Agreement.

(v) Other Service Outages. It is possible that a Service outage may occur as a result of reasons not covered under this Agreement. Customer agrees and understands that if there is a Service outage for any reason, such outage will prevent all Services (including 911 Dialing) from functioning and FonVantage shall not be responsible in any way for such outages or the effects thereof.

G. Re-Activation. If Customer changes its number or adds or ports new numbers, 911 Dialing will not function properly unless and until Customer successfully registers its location of use for each changed, newly added or newly ported phone number. See instructions under 3(A)(ii).

H. Non-Voice Systems. Customer acknowledges that the Services may not be compatible with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and facsimile systems. Customer agrees that it has no claim against FonVantage for interruption or disruption of such systems as a result of Customer's use of the Services.

I. Specific Disclaimer of Liability for Emergency Services. FonVantage does not provide any emergency services in conjunction with the Services. Neither FonVantage nor its officers, directors, affiliates, agents or employees may be held liable for any claim, damage, or loss, and Customer hereby waives, to the maximum extent permitted by applicable law, any and all such claims or causes of action, arising from or relating to any use of the Services provided hereunder in order to contact emergency services personnel. Customer shall defend, indemnify, and hold harmless FonVantage, its officers, directors, employees, affiliates and agents and any other service provider who furnishes any services to Customer in connection with the Services provided under this Agreement, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, Customer or any third party relating to the absence, failure or outage of the Services provided hereunder, including specifically any claims arising out of the failure of FonVantage to offer emergency services. Customer expressly acknowledges and agrees that the Services provided by FonVantage do not and are not intended to support or carry emergency calls to any hospitals, law enforcement agencies, medical care units or any other emergency or medical agencies of any kind and that FonVantage is not liable in any manner for any failure of such calls. In the event that another person uses Customer's account, Customer assumes full responsibility to inform that person that FonVantage Services do not support or carry emergency calls.

J. Not Traditional Telephone Service; High-speed Internet Connection Required. Customer acknowledges and understands that the FonVantage Service is not a traditional telephone service. FonVantage Service is "voice over internet protocol" or "VoIP" service, which necessarily requires a high speed internet connection via either a broadband digital subscriber line ("DSL") or a cable connection. Broadband DSL requires that the Customer maintain a telephone line at their residence. The high speed internet connection is not included as part of the Services. This, as well as other important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between the traditional telephone service and the Services provided by FonVantage.

L. No Requirement to Offer Emergency Services. Customer recognizes and agrees that FonVantage is not required to offer access to emergency services in conjunction with the Services pursuant to any applicable local and or national rules, regulation or law. Customer acknowledges and agrees that FonVantage does not intend to support or carry emergency calls in conjunction with FonVantage.

4. EQUIPMENT.

FonVantage may supply to Customer certain equipment necessary for Customer's use of the Services (the "Equipment"). All Equipment shipments are F.O.B. FonVantage's facility. Customer shall be responsible for all shipping and handling charges associated with transporting the Equipment to customer. FonVantage's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage to the Equipment shall pass to Customer upon FonVantage's delivery to the US Postal Service or other private delivery service. FonVantage will provide Customer with a manufacturer's warranty for the Equipment from the date of purchase of Services. Customer must obtain authorization from FonVantage to return any Equipment. FonVantage will replace Equipment only if the Equipment is deemed to be defective and covered under the applicable warranty. FonVantage will not cover replacement costs for lost, stolen, mistreated or modified Equipment. FonVantage has the right to refuse Equipment returned by Customer that is not covered under warranty and Customer will be responsible for payment of all return shipping and handling charges.

5. CHANGES TO SERVICES.

FonVantage, in its sole discretion, may change the technical features of the Services to keep pace with the latest demands and technological developments and/or to conform to legal or regulatory obligations without notice to Customer. FonVantage will not accept any liability in relation to any direct or indirect damages caused by the suspension or termination of this

Agreement by FonVantage and/or by you. If Customer does not wish to accept changes made to the Services, Customer may terminate the Services pursuant to this Agreement.

6. NO WARRANTIES. FonVantage does not provide any Service guarantees with respect to (1) Customer's ability to communicate with other telephones or (2) Customer's ability to communicate without disruptions, delays or other flaws. FonVantage will not be liable for any such disruptions, delays or flaws in any communication experienced when using the Services. Furthermore, the Services are provided "as is", with no warranties whatsoever; FonVantage does not, either expressed, implied or statutory, make any warranties, claims or representations with respect to applicable the Services, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for use or a particular purpose. FonVantage does not represent or warrant that the Services will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without packet loss, nor does FonVantage warrant any connection to or transmission from the internet, or any minimum level of call quality made with the Services.

7. NO CONTROL OVER CONTENT. Customer acknowledges and agrees that FonVantage does not control or have knowledge of the content of the communication(s) spread by the use of the Services. The content of all communications using the Services is the sole responsibility of Customer and/or the person from whom such content originated. Customer, therefore, may be exposed to content that is offensive, indecent or otherwise objectionable. FonVantage expressly disclaims all liability for any type of communication spread by use of the Services.

8. BILLING, CHARGES AND PAYMENT.

A. Payment. In order to purchase the Services, Customer must provide a valid credit card number from an accepted issuer (American Express, Discover, MasterCard or Visa). Customer authorizes FonVantage to charge Customer's credit card for all charges arising from Customer's use of the Services. Customer agrees to notify FonVantage of any change to Customer's credit card information including, but not limited to, changes in account number, expiration date or billing address. FonVantage shall bear no responsibility for charges made by the credit card issuer to Customer's credit card for exceeding credit limit, insufficient funds or any other reason.

B. Credit Terms. Customer shall be subject to credit approval or review by FonVantage at all times for all Services rendered under this Agreement. Customer shall provide all credit card information requested by FonVantage during the Term hereof. In its sole discretion, FonVantage may discontinue credit, and therefore terminate this Agreement, at any time without notice.

C. Billing. Customer's credit card will be billed for the first time on the date that the Customer signs up for the Service. On that date, Customer's credit card will be billed for activation fees, the first monthly service fee, shipping fees, as well as other taxes and related charges. Thereafter, the monthly service fees (plus taxes and related charges) will be paid by Customer in advance of each month's Service and will be billed on or no earlier than ten (10) days before the Customer's "Anniversary Date." The "Anniversary Date" is defined as the date of the calendar month that the Customer first signed up for Services. For purposes of illustration, if Customer signs up for Services on April 15th, then the Anniversary Date is the 15th day of each calendar month. All other applicable charges shall be billed in arrears (e.g. international usage charges, disconnection fees, cancellation fees, re-establishment of service fees, etc.). FonVantage reserves the right to charge Customer's credit card at any time if Customer's cumulative charges exceed the monthly service fees for the current month by fifty dollars (\$50.00) or more. If a billing is unsuccessful, FonVantage reserves the right to disable certain functionality (e.g. international calling) until the billing is completed.

D. Regulatory Recovery Fee. A Regulatory Recovery Fee of \$1.50 will be charged to the Customer each month for each telephone number which has been assigned to a customer (including Virtual Numbers and Toll Free numbers). This fee is not a tax or charge required or

assessed by any government, however it offsets costs incurred by FonVantage in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments.

E. Late/Non-Payment. If charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined Customer credit card charges, FonVantage may suspend or terminate the Services and all accrued charges shall be immediately due and payable. FonVantage may charge Customer interest (1.5% per month) on those charges and a late fee of 10% of the past-due balance. If Customer fails to pay FonVantage within thirty (30) days of the billing date, FonVantage has the right to disconnect the Services without notice and/or engage a collection agency. Upon disconnection, Customer agrees to immediately pay all amounts owed to FonVantage. If Services are disconnected for nonpayment, FonVantage reserves the right to charge Customer a twenty-five dollar (\$25) re-establishment of Service fee. A valid credit or debit card will be required to reinstate service.

F. Taxes. Prices for the Services do not include any applicable customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such applicable taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides FonVantage with an appropriate tax exemption certificate. If FonVantage, in its sole discretion, refunds amounts paid for the Services, applicable taxes may not be refundable.

G. Credits. Customer acknowledges and agrees that the Services are provided "as is" with no warranties whatsoever and that FonVantage shall have sole discretion to make credit allowances.

H. Discounts. From time to time in its sole discretion, FonVantage may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be entered or provided by Customer upon purchase of the Services. If not requested at the time of account creation or the change of Services, Customer shall not be entitled to a subsequent credit for such promotions or discounts.

I. Billing Disputes. Customer must dispute any charges for the Services by email to customersupport@fonvantage.com within thirty (30) days of the charge made to Customer's credit or debit card. Failure to dispute any charges within such thirty (30) day period shall constitute Customer's waiver of any objection thereto.

9. TELEPHONE NUMBER.

The telephone number provided by FonVantage (the "Number") to Customer shall be leased and not sold. Customer is not to use the Number with any other device other than the Equipment without the express written permission of FonVantage. FonVantage reserves the right to change, cancel or move the Number in its sole discretion. Notwithstanding the foregoing, if Customer 'ports' its existing phone number to FonVantage, Customer may also 'port' the number out of the FonVantage network upon termination of Service so long as Customer has maintained an account in good standing with FonVantage. Furthermore, if Customer 'ports' its number to FonVantage, Customer is solely responsible for also cancelling the telephone or related services that were originally associated with Customer's telephone number, if desired.

10. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT.

If Customer receives Equipment from FonVantage that is visibly damaged or the packaging for the Equipment is visibly damaged, Customer shall (i) note the damage on the carrier's freight receipt and retain a copy, (ii) keep the original carton and all packing materials and parts intact in the same condition in which they were received from the US Postal Service or other private carrier and (iii) contact FonVantage Customer Service immediately and request further instructions. Customer shall use the Equipment only in conjunction with the Services provided hereunder. Customer shall not modify the Equipment in any way without the prior express written permission of FonVantage. Except as otherwise provided hereunder, Customer is responsible for all lost, stolen or damaged Equipment and may be required to purchase replacement Equipment

to continue Service. Replacement charges, if Equipment is sold to Customer by FonVantage, will be the retail price of equipment, plus applicable shipping costs and taxes. Customer shall immediately notify FonVantage of any lost or stolen Equipment. If Customer fails to report lost or stolen Equipment to FonVantage in a timely manner, FonVantage may require Customer to take full responsibility for all service fees accrued through the date of Customer's notice to FonVantage of the lost or stolen Equipment and/or may result in the termination of Services hereunder.

11. PROHIBITED USES.

Customer shall cooperate with FonVantage to eliminate actual or potential unauthorized use of the Equipment. Any use of the Services or any other action that causes a disruption in the network integrity of FonVantage or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Customer understands that neither FonVantage nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer agrees that in using the Services, Customer will not violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services and/or the Equipment for its own internal residential use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the prior written consent of FonVantage. Use of service shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential usage, unless Customer obtains prior written approval from FonVantage.

12. UNLIMITED USAGE PLANS; AGREEMENT, SERVICES OR PLAN CHANGES.

FonVantage reserves the right to review usage of unlimited minute plans to ensure Customer is not abusing such plans. Customer agrees to use unlimited minute plans for normal non-commercial voice calls and shall not employ methods or devices to use the Service excessively and/or for means not intended by FonVantage, including but not limited to commercial or business uses. FonVantage may terminate service immediately if it determines, in its sole discretion, that Customer is abusing the unlimited minute plan. FonVantage reserves the right to make changes to the Services and/or the Plan ("Change of Service"). In the event of a Change of Service, FonVantage will post to the website currently located at <http://FonVantage.com/Terms>. Notice will be considered received by Customers and such changes will become binding to Customers on the latter of: (1) the date an email alerting the Customer to the changes on the website is sent to Customers or (2) the date the changes are posted to the website ("Change Date"). FonVantage will use the Customer's Email Address as it is defined in Section 23 (Notice) hereof to send the email noted in sub (1) above. No additional notice will be required. FonVantage shall make commercially reasonable efforts to post and alert the Customer to all changes thirty (30) days in advance of the effective date of change, with the exception of international calling rates, which require only twenty-four (24) hours notice. If Customer does not send FonVantage notice of Customer's termination and/or uses the Services after the Change Date, Customer is deemed to have accepted and consented to the Change of Service. If Customer does not consent to the Change of Service and terminates this Agreement, Customer shall be responsible for all sums due hereunder and any applicable Disconnection Fee. Customer may request a Plan change at anytime, subject to applicable change fees. If a Plan change requires a purchase of Equipment, a charge for replacement Equipment may apply. FonVantage may decrease Service or Plan fees without prior notice to Customer.

13. TERMINATION.

A. Customer's Right to Terminate Services. Customer may terminate its Services hereunder at any time, by providing notice to FonVantage Customer service, via telephone or email as set forth under Section 15. Upon receipt of Customer's notice, FonVantage immediately will take all steps necessary to terminate Customer's Service and provide Customer with a valid cancellation code. The Customer is advised to keep the cancellation code to reference the cancelled account until the termination of services is complete. If Customer is on the Monthly Program, Customer shall

be responsible for the full monthly service fee that is scheduled to be invoiced in the current calendar month. If the Monthly Program Customer has already been billed in that calendar month, then no further monthly charges will be billed; however, if at the time of termination Customer has not yet been billed for that calendar month, Customer will be billed all monthly service charges upon Customer's termination of the Services. Any and all shipping charges, Disconnect Fees, Equipment charges, toll charges, international usage charges, taxes and all other applicable charges incurred by Customer through the termination date or for failure to timely return any Equipment shall be billed to Customer prior to the end of the following calendar month. Customer agrees and acknowledges that Customer is fully responsible for the payment in full for these additional fees and charges.

B. FonVantage's Right to Terminate; Suspend; Change the Services. FonVantage reserves the right, in its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, Customer's misuse of the Services, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, Customer's suspected fraud or other activity that adversely affects the Services, FonVantage, or the FonVantage network. FonVantage reserves the right to determine, in its sole discretion, what constitutes misuse of the Services and Customer agrees that FonVantage's determination is final and binding on Customer. Upon FonVantage's termination of Customer's Services for any reason, Customer understands and agrees that Customer is fully liable for all fees and charges incurred under this Agreement, and all such amounts shall be paid by customer in accordance with Section 8 above. FonVantage may assess an activation fee to change or resume a terminated or suspended account.

14. PRIVACY.

FonVantage utilizes the public Internet and third party networks to provide the Services. As such, FonVantage cannot guarantee the security of Customer's communications. FonVantage is committed to respecting Customer's privacy. All personally identifiable information submitted to FonVantage in connection with Customer's purchase of Services will be used only to manage Customer's FonVantage Service account(s). If, however, Customer submits personally identifiable information to third parties in connection with the purchase of other goods and/or services (including FonVantage affiliates and contracting partners), the use of such information will be governed by the terms and conditions as set forth by such parties. FonVantage collects and uses personally identifiable information for billing, provisioning of Services, resolution of problems associated with the Services, directory assistance services, as applicable, and to inform you of new products or services. FonVantage may also use personally identifying information to market products and services to you. FonVantage will not sell, rent, trade, lease, disclose or make available any personally identifiable information to third parties seeking to market products without Customer's prior consent. Unless mandated by law or with Customer's prior approval, FonVantage will share the personal data that you provide only with business partners who are acting on behalf of FonVantage to provide Services to Customer. Such business partners are governed by the FonVantage privacy policy. FonVantage reserves the right to use personally identifying information to investigate or prevent unlawful activities and activities that threaten the integrity of the Services or otherwise violate this Agreement. FonVantage does not sell products or services for purchase or use by children nor does it knowingly solicit or collect personally identifiable information from children or teenagers under the age of eighteen (18). In addition, FonVantage does not knowingly link to any third party website that solicits or collects personally identifiable information from minors.

15. CUSTOMER SERVICE AND TECHNICAL SUPPORT.

FonVantage will make customer services and technical support for the Services and Equipment available to Customers via telephone and e-mail. Customers should use the following contact information:

Email: customersupport@fonvantage.com (for all Service)

Telephone: 1- 888-366-8268

16. BREACH.

In the event Customer breaches this Agreement, including without limitation, failure to pay any fees or charges due hereunder, Customer shall reimburse FonVantage for all attorneys, court, collection and other costs incurred by FonVantage in the enforcement of its rights hereunder and FonVantage may use Customer's deposits to offset such costs.

17. INDEMNIFICATION.

Customer agrees to defend, indemnify and hold FonVantage, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.

18. DISCLAIMER OF CONSEQUENTIAL DAMAGES.

In no event shall FonVantage or its vendors be liable for any special, incidental, indirect, punitive or consequential damages, including but not limited to damages arising from loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use Services as provided hereunder whether due to a breach of contract, breach of warranty, the negligence of FonVantage or its vendors or otherwise.

19. WARRANTY AND LIABILITY LIMITATIONS.

FonVantage makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. Neither FonVantage nor its vendors shall be liable for unauthorized access to FonVantage's or Customer's transmission facilities or premise 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 and other method, regardless of whether such damage occurs as a result of FonVantage or its vendors' negligence. Any claim against FonVantage must be made within ninety (90) days of the event of the claim and FonVantage shall have no liability thereafter. FonVantage liability is limited to repair, replacement, credit or refund. FonVantage may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than FonVantage. In no event shall FonVantage total liability hereunder exceed the amounts paid by Customer to FonVantage for twelve (12) months preceding the date of claim.

20. EXPORT LAW COMPLIANCE.

Customer agrees to comply with the export laws of the United States of America regarding the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with all applicable local, state and federal regulations governing the Equipment and the Services.

21. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE.

Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to Customer by FonVantage or its vendors.

22. SURVIVAL.

The provisions of Sections 3, 4, 14, 17, 18 and 19 shall survive any termination of the Agreement.

23. NOTICES.

FonVantage primarily communicates with its Customers via email. FonVantage shall send all notices hereunder to the email address specified by Customer upon registration for the Services or as thereafter specified by Customer ("Email Address"). Customer is responsible for notifying FonVantage of any changes to Customer's Email Address. Customer agrees receipt of a message sent to the Email Address is a sufficient means of notification. FonVantage will use the

Email Address to communicate important information about the Services, including but not limited to billing and changes to the Services. Because much of the information sent to the Email address is time-sensitive in nature, Customer hereby agrees to read all email to the Email Address in a timely manner to avoid an interruption in Services as provided hereunder.

24. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL).

FonVantage shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, terrorism, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of FonVantage that may occur in spite of FonVantage's best efforts.

25. GOVERNING LAW / RESOLUTION OF DISPUTES.

A. Mandatory Arbitration. Any dispute or claim between Customer and FonVantage arising out of or relating to the Service or Equipment provided hereunder shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Notwithstanding the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will 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. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

B. Governing Law. The Agreement and the relationship between you and FonVantage shall be governed by the laws of the State of California without regard to its conflict of law provisions. Customer and FonVantage agree to submit to the exclusive jurisdiction of the courts located within the state of California, the county of Santa Barbara. The failure of FonVantage to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

26. ENTIRE AGREEMENT.

The terms and conditions of this Agreement constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of FonVantage and Customer.

27. MONEY BACK GUARANTEE; LIMITATIONS AND CONDITIONS.

FonVantage offers a fourteen (14) day Money Back Guarantee applicable only to Customer's first line ordered on Customer's Service account, not to additional Service lines. Under the terms of this Money Back Guarantee, FonVantage will refund the activation fee, the fees for the first month of service, and waive the disconnection fee, provided the terms of this Section are satisfied. Shipping cannot be refunded. In addition, applicable taxes may not be refunded. FonVantage reserves the right to terminate or revoke this Money Back Guarantee at any time, without prior notice. In order to be entitled to this Money Back Guarantee, Customer must (i) cancel service within fourteen (14) days after the account activation; (ii) return all Equipment within fourteen (14) days of cancellation pursuant to Section 29; and (iii) not have exceeded 250 minutes of usage. Customer shall be responsible for all domestic usage charges in excess of the usage included in Customer's Service plan, as well as international usage, as applicable, payphone calls to FonVantage toll free numbers and directory assistance, as applicable. In addition to the

requirements set forth in Section 29, all returned Equipment must be in the original packaging with the UPC or bar code intact and include all components, manuals and registration card(s). Equipment must be returned with a valid return authorization number obtained from FonVantage customer care. Customer is responsible for the cost and risk of return shipping of equipment. **THE MONEY BACK GUARANTEE WILL NOT BE HONORED IF CUSTOMER FAILS TO MEET ALL REQUIREMENTS SET FORTH IN THIS SECTION 27.** Customer must contact Customer Service (contact information provided in Paragraph 15) to obtain a return authorization number.

28. DISCONNECT FEE.

Customer will be charged the then-applicable disconnect fee of (the "Disconnect Fee") per voice line upon Customer's termination of Services (\$39.95 as of 5/1/2007, subject to change). The Disconnect Fee shall become due and payable immediately upon termination and will be billed directly to Customer's credit card. If Customer has multiple lines, Customer will be charged the Disconnect Fee for each line disconnected. To receive a credit for the Disconnect Fee, Customer must return the Equipment undamaged and in original condition within fourteen (14) days of termination as set forth in Section 27. FonVantage will not credit Customer for the Disconnect Fee if the Equipment is damaged or not in its original condition as received by the Customer or if Customer has otherwise failed to comply fully with the requirements of Sections 27 and 29. In the event Customer disconnects multiple lines, FonVantage will issue Customer a credit for the Disconnect Fee for all applicable lines upon receipt of all Equipment in accordance with this Section 27 and Section 29.

29. RETURN OF EQUIPMENT.

The Equipment may be returned to FonVantage within fourteen (14) days of the termination of Service to receive a credit for the Disconnect Fee provided: (i) Customer has retained, and returns along with the Equipment, 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 the FonVantage customer care department. Customer is responsible for the cost of return shipping costs of the Equipment and liable for all risk of loss or damage until the Equipment is received by FonVantage. To obtain a return authorization number, Customer must contact Customer Service.