

V2VIP™ Service Terms and Conditions

The **Terms and Conditions** of this Agreement ("Agreement") are between Wind Currents Communications, Inc. ("Wind Currents Communications, Inc.," "WCCI," "we," "us") and you the Subscriber ("you," "user," "End-user," "Subscriber," or "Customer"). "End-user" includes any person or third party other than Subscriber that uses the Products and Services of the V2VIP™ Voice and Video Internet Phone Service ("V2VIP™," "Service," "Services," "SaaS," "Calling Plans") and any related Products or Devices ("Products," "Devices," "VoIP Equipment," "Software License"). Any V2VIP™ Services, Products or Devices, such as a video phone, Analog Terminal Adapter (ATA), software app download, IP phone, or any other IP connection device used in conjunction with the Services provided by WCCI to Subscriber shall be governed by the terms and conditions set forth in this Agreement. This applies to all the lines and/or extensions of each V2VIP™ account.

Carefully read the Terms and Conditions before proceeding with the Service activation.

By activating, purchasing or using the Services, SUBSCRIBER ACKNOWLEDGES HAVING READ CAREFULLY, UNDERSTOOD FULLY, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. These Terms and Conditions affect legal rights between SUBSCRIBER and WCCI to include but not limited to requiring a charge of an Early Disconnection or Termination Fee, Mandatory Arbitration of Disputes and limiting WCCI's Liability under this Agreement.

In addition, Subscriber agrees to be bound by WCCI's Privacy Policy, rates, and terms for the Service and Products selected. Subscriber agrees to pay the monthly fee, related taxes, sur-charges, and other fees by means such as but not limited to: credit card payments, automatic electronic withdrawal of funds, or other means as may be acceptable to WCCI at its sole discretion.

SUBSCRIBER REPRESENTS TO BE OF LEGAL AGE AND AUTHORITY TO ENTER INTO AND BE BOUND BY THIS AGREEMENT. When completing the Sign-up pages or Registration form, Subscriber agrees that the information provided about Subscriber ("Personal Account Information" "Personal Information") is current, accurate and verifiable if necessary, although WCCI is under no obligation to verify this personal information as accurate. Subscriber agrees to maintain, accurately update and keep current Personal Information and that WCCI can rely on this information. Subscriber understands and agrees that if personal account information is inaccurate, incorrect, untrue, or incomplete WCCI has the right, without obligation and in addition to its other rights and remedies, to terminate the Subscriber's service.

Any documents issued by Subscriber, including but not limited to, any additional, revised, or conflicting terms and conditions, warranties, purchase orders and specifications shall not be binding and are hereby objected to by WCCI. These documents shall be deemed wholly inapplicable to any sale, subscription or service rendered and shall not be binding in any way on WCCI. Under no circumstances, unless made in writing and signed by an authorized Officer of WCCI, will any waiver or amendment to this Agreement or these terms and conditions be binding upon WCCI.

1. Emergency Services—911 / E911 Dialing

About 911: IN THE UNITED STATES, EMERGENCY SERVICE IS PROVIDED BY DIALING THE DIGITS "911." WITH BASIC 911 SERVICE, WHEN YOU DIAL 911, LOCAL EMERGENCY OPERATORS ANSWERING THE CALL WILL NOT HAVE YOUR CALL BACK NUMBER OR THE EXACT LOCATION, SO BE PREPARED TO GIVE THEM THIS INFORMATION. UNTIL YOU GIVE THE OPERATOR YOUR PHONE NUMBER, HE/SHE MAY NOT BE ABLE TO CALL YOU BACK OR DISPATCH HELP IF THE CALL IS NOT COMPLETED OR IS NOT FORWARDED, IS DROPPED OR DISCONNECTED, OR IF YOU ARE UNABLE TO SPEAK. WITH ENHANCED 911 (E911) SERVICE, WHEN YOU DIAL 911, YOUR TELEPHONE NUMBER AND REGISTERED ADDRESS IS SIMULTANEOUSLY SENT TO THE LOCAL EMERGENCY CENTER ASSIGNED TO YOUR

LOCATION, AND EMERGENCY OPERATORS HAVE ACCESS TO THE INFORMATION THEY NEED TO SEND HELP AND CALL YOU BACK IF NECESSARY. CERTAIN CUSTOMERS DO NOT HAVE ACCESS TO EITHER BASIC 911 OR E911 BECAUSE THERE ARE NO LOCAL EMERGENCY CENTERS IN THEIR AREA OR THEY DID NOT REGISTER FOR AN E911 SERVICE ADDRESS. IF YOU DO NOT HAVE ACCESS TO BASIC 911 OR E911, YOUR 911 CALL WILL BE SENT TO THE NATIONAL EMERGENCY CALL CENTER. A TRAINED AGENT AT THE EMERGENCY CALL CENTER WILL ASK FOR THE NAME, TELEPHONE NUMBER AND LOCATION OF THE CUSTOMER CALLING 911, AND THEN CONTACT THE LOCAL EMERGENCY CENTER FOR SUCH CUSTOMER IN ORDER TO SEND HELP.

For example, when there's a problem validating a Customer's address during 911 address registration, or the Customer is located in an area where there is no landline 911 network coverage 911 calls will be sent to the National Emergency Call Center.

EMERGENCY PERSONNEL DO NOT RECEIVE YOUR PHONE NUMBER OR PHYSICAL LOCATION WHEN YOUR 911 CALL IS ROUTED TO A NATIONAL EMERGENCY CALL CENTER. AS A RESULT, BE PREPARED TO GIVE THE OPERATOR YOUR PHONE NUMBER AND LOCATION AND ANY OTHER INFORMATION THAT THE OPERATOR MIGHT REQUEST. BY SIGNING UP FOR WCCI'S VOIP SERVICE YOU AUTHORIZE THE NATIONAL EMERGENCY CALL CENTER TO DISCLOSE YOUR NAME AND ADDRESS TO THE THIRD PARTY OR PARTIES INVOLVED WITH PROVIDING EMERGENCY SERVICES TO YOU, INCLUDING, WITHOUT LIMITATION, CALL ROUTERS, CALL CENTERS AND LOCAL EMERGENCY CENTERS.

1.1 The Federal Communications Commission (FCC) requires WCCI to provide Enhanced 911 (E911) service to all End-users that use V2VIP™ Services within the United States and subscribe to a Calling Plan that enables communication to and from the PSTN (Public Switched Telephone Network). E911 service is NOT available to Subscribers of the V2VIP™ TeleMed Bundle Calling Plan or V2VIP™ softphone apps. Subscriber acknowledges there are certain important limitations associated with this service as detailed in this Section.

Subscriber acknowledges that WCCI Products and Services do not offer or support access to 911 dialing of emergency services or other emergency functions in a manner similar to that provided by traditional 911 wireline telephone services. With E911service, when 911 is dialed, the telephone number and registered address is simultaneously and automatically sent to the local emergency center assigned to Subscriber's location. Emergency operators have access to the information required to send help and call back if necessary. Customers with basic 911 emergency services are in locations where the emergency center is not equipped to receive the telephone number and address. With basic 911, the local emergency operator answering the call will not have the call back number or exact location, so be prepared to provide this information. Until the operator is given the phone number, they may not be able to call back or dispatch help if the call is not completed or forwarded, or dropped or disconnected or the caller is unable to speak.

If the Service is used with more than one telephone number, the emergency service dialing feature must be activated for each telephone number. Due to the 911 Service's limitations, it is recommended to have an alternative means of accessing 911 services. By accepting the Terms and Conditions of this Agreement, Subscriber agrees to and acknowledges that WCCI has advised Subscriber of the circumstances in which the V2VIP™ E911 services may or may not be available and the limitations of the service in comparison to traditional dialing of 911 services. Subscriber authorizes WCCI to disclose Subscriber's name and address to third-parties that may be involved with providing 911 dialing, including, without limitation, call centers, local emergency centers and providers of call routing.

1.2 Notification to and Acknowledgement from All Users

End-user agrees to inform any and all employees, clients, customers, guests and other third persons that visit, reside or are present at the physical location where the Service is used of the important differences in and limitations of 911 dialing as compared with basic 911 or E911. Any Device, along

with any traditional telephone handsets connected to the ATA Device, that is used with the Service should include a warning sticker / document to inform any End-user of the potential limited availability and limitations of 911 or E911 services. Warning stickers will be included with the device and it is the Subscriber's responsibility to ensure that the labels are properly affixed to all Devices. If additional labels are needed, contact WCCI. End-user agrees to respond and acknowledge that WCCI has advised End-user of the circumstances under which E911 Emergency dialing may not be available or limited in comparison to traditional wireline 911 emergency dialing.

1.3 Required Registration of Physical Location

When signing up for or subscribing to the Services, for each phone number that is associated to the end-user's account, the physical location where the Service will be used with that phone number must be registered with WCCI. After initial activation of E911 service and following any change or update to Subscriber's physical location, delays may occur before the automatic number and location information is forwarded to the local emergency center operator.

Your E911 service will NOT be available under the following circumstance:

Relocation of VoIP Equipment/Devices: If you relocate the equipment used to access WCCI's VoIP service, the registered location must be updated, any 911 call made using WCCI's VoIP service will be routed based on your previously provided registered location and, therefore, may not be routed to the appropriate Public Safety Answering Point for your current location. Once you notify WCCI of a change in the registered location, there may be a delay in making the new registered location available to properly route 911 calls and to advise Emergency Personnel of the registered location. You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment as the Service Address will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide WCCI the physical address where you will use your Service. When you dial 911 with V2VIP, the call will be routed to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with WCCI. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls, and it is possible that the lines at the PSAP will be occupied and that you will get a busy signal.

1.4 Responsibility

It is the Subscriber's sole responsibility prior to or at the time of the activation of Service, to provide the correct actual location, update or notify WCCI of a change to the registered location associated to the end-user's account for each phone number of the VoIP Equipment installed. Subscriber understands these changes may require several business days to be completed.

(a) Subscriber understands that V2VIP™ Services have certain characteristics that distinguish them from traditional circuit-switched telephone line 911 services and these characteristics could make the V2VIP™ E911 services unsuitable for some Subscribers needs. Subscriber should decide if, depending on the Subscriber's circumstances, relying solely on V2VIP™ E911 emergency services is suitable.

(b) Subscriber acknowledges that it is Subscriber's responsibility to determine which technology or alternate back-up equipment or device, such as a traditional land-line telephone or wireless/cellular phone, is best-suited for the Subscriber's emergency calling needs.

(c) Subscriber acknowledges that it is Subscriber's responsibility to correctly configure the VoIP Equipment (video phone, ATA device, IP phone and softphone app, etc) and that the V2VIP™ 911 services will not function properly if these devices, products or software are not configured correctly or fail to operate.

1.5 Confirmation Until confirmation from WCCI is received by the Subscriber, that the emergency services functionality (911 Dialing) has been successfully activated for any phone line that is used with the Service; there will not be any emergency 911 services available with the Service.

1.6 Third Party Arrangements

Third parties provide certain services that may include emergency services and/or Public Safety Answering Points (PSAP) that provide call-back and location information in limited locations. This type of access to emergency services is not offered in all areas of the United States and may depend on the ability of third-party providers to offer such capabilities with VoIP calls. Subscriber acknowledges that WCCI does not provide automatic call-back information and automatic location information capabilities in all areas.

Subscriber hereby authorizes WCCI to disclose the name, telephone number, Registered Location information, and other relevant identifying information to third-party service providers, including, but not limited to, call routers and call centers in the event that emergency services personnel must be dispatched to the Registered Location.

1.7 Limitations of Automatic Call Back and Location Identification

The local emergency service operator receiving E911 emergency calls may not have a system or equipment configured for E911 emergency services and it may or may not be possible for the local emergency personnel to automatically obtain, capture and/or retain the Automatic phone number or Registered / Automatic Location Information when dialing 911 using the Service, even within an area where WCCI or a third party offers such capabilities; therefore, the emergency operator may be unable to dispatch emergency services personnel to the Registered Location, or call back if the call is not completed or forwarded, has been dropped or disconnected, the End-user is unable to speak, or if the Service is not operational for any reason.

1.8 E911 Recovery Fees

A monthly Emergency 911 Cost Recovery Fee of \$1.50 applies to each V2VIP™ line of Service in addition to the Monthly Calling Plan charges. This service fee is used to recover costs and expenses associated with E911 surcharges, E911 Automatic Location Information (ALI) that's in compliance with FCC regulations and V2VIP™ Service 911 dialing. WCCI reserves the right to adjust the amount of the charges for E911 Services to offset any increase or decreases it incurs.

- (a) **911 Fees**—State, county and/or local municipal governments may assess fees on WCCI to pay for emergency services in the Service areas. WCCI bills and collects 911 fees from its Subscribers to remit to the proper agencies. WCCI is committed to supporting public safety and emergency services.
- (b) In cases where a 911 Caller ID number is configured for an end user in the V2VUC portal, but that number is not properly registered in the 911 Portal for inclusion in the E911 location database, then Customer will be charged \$199 per call for each call to 911 dialed with incorrect 911 Caller ID.

1.9 Service Outages

(a) Due to Broadband Internet Service or ISP Service Outage, Suspension, Disconnection or Termination—WCCI is not responsible if all services, including the V2VIP™ 911 emergency dialing fails to function for any reason, including but not limited to, Subscriber's broadband Internet or ISP service outage, termination, disconnection or suspension. If there a situation occurs that is related to broadband service issues, it may require the Subscriber to reset or reconfigure the equipment before using the V2VIP™ Services for E911 dialing.

(b) Due to Termination, Suspension or Disconnection of V2VIP™ Services—Service outages due to billing/payment or other issues with Subscriber's V2VIP™ Service account will prevent 911 dialing from functioning. If there's a V2VIP™ Services related issue, it may require the End-user to reset or reconfigure the equipment before using the V2VIP™ Services for E911 dialing.

(c) Due to Power Outage or Interruption—911 dialing or emergency services will not function if there's a power outage or interruption. Power must be restored before 911 dialing will be

restored. If there is a power outage related issue it may require the End-user to reset or reconfigure the equipment before using the V2VIP™ Services for E911 dialing.

(d) Due to Internet Service Provider (ISP) or Broadband Internet Provider Blocking

Ports—WCCI is not responsible if the ISP or broadband Internet provider intentionally or accidentally blocks the ports over which the service is provided. The blocking of the ports or any other impediments, during this period, may interfere with the Service including 911 dialing and as a result, the 911 dialing may not function. When notified of the situation, WCCI will provide assistance to try to resolve the issue. Subscriber acknowledges that WCCI is not responsible for the blocking of ports by an ISP or broadband Internet provider or any other Service usage impediments and any resulting loss of service, including 911 dialing. In the event Service is lost as a result of blocking of ports or any other Service usage impediments, Subscriber will continue to be responsible for payment of the Service charges unless and until the Service is terminated in accordance with this Agreement.

(e) Due to Non-Voice Systems

WCCI is not responsible for the interruption of and End-user acknowledges the Service and E911 dialing is not designed to function with any systems including home security, satellite or entertainment television, medical monitoring equipment or TTY devices.

1.10 Network Congestion

The possibility of network congestion and/or reduced speed in the routing or answering of a 911 call made using the V2VIP™ Service is greater as compared to traditional, circuit-switched 911 dialing over Public Switched Telephone Networks (PSTN).

1.11 Alternate 911 Considerations

An alternate means of accessing traditional 911 or E911 services should be considered for the registered location, if Subscriber is uncomfortable with or concerned about the limitations of the 911 dialing service.

1.12 Disclaimer of Liability and Indemnification

WCCI, its officers or employees may not be held liable for any claim, damage, or loss, and the Subscriber hereby waives any and all such claims or causes of action, arising from or relating to the 911 emergency dialing service unless such claims or causes of action arose from WCCI's gross negligence, recklessness or willful misconduct. WCCI, its officers or employees do not have any control over whether, or the manner in which, calls using the 911 emergency dialing service are answered or addressed by any local emergency response center. WCCI disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. WCCI relies on third parties to assist in routing 911 emergency calls to local emergency response centers and to a national emergency calling center. WCCI disclaims any and all liability or responsibility in the event such third party data or equipment used to route calls is incorrect, defective, or inadequate or if it yields an erroneous result. Subscriber shall defend, indemnify, and hold harmless WCCI, its officers, directors, employees, affiliates and agents and any other service providers, partners or third-parties who furnishes services to Subscriber in connection with the V2VIP™ Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, Subscriber or any third party relating to the absence, failure or outage of the Service, including 911 emergency dialing, inability of any user of the Service to be able to use 911 emergency dialing, or access emergency service personnel, and/or incorrectly routed 911 emergency dialing calls.

2. Service

Are the products and services provided to you as described in any quote or order form, including, but not limited to, WCCI's Unified Communication services, collaboration services, the Messaging Services, and any associated software, hardware or web-based platform or portal. "Service" shall also include any additional Services provided to you as described in any addendum or amendment.

2.1 Term

Service is offered on a monthly basis for a term that begins on the date that WCCI activates the Subscriber's Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis unless WCCI receives written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. The Service is purchased or subscribed to for full monthly terms, which means if there is a request or attempt to disconnect Service prior to the end of a monthly term, the Subscriber is responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. Also, Subscriber is responsible for the next full month's charges, fees and taxes in the event that the required ten (10) day notice of disconnection prior to the expiration of the then-current term was not provided. Expiration of the term or disconnection of Service will not excuse Subscriber from paying all accrued and unpaid charges due under this Agreement.

2.1 (a) Additional Term Commitments

If a Product, Service or Software License upgrade or other promotion is accepted, such as a discount, rebate, free month of Service or other incentive, there may be a term commitment associated with the offer accepted. The term begins on the date of activation of the new or upgraded Product or Service or acceptance of the promotion and ends on the last day of the commitment period. The details of the commitment period will be disclosed as part of the promotion. If Service is disconnected or terminated prior to the end of the commitment period, the Subscriber agrees to pay WCCI a recovery fee for the promotion and/or promotions accepted. Recovery fees are cumulative and in addition to any other charges or fees owed to WCCI and any fees or charges that WCCI requires upon disconnection of Service, such as those described in Section 4.7. Each recovery fee is an amount equal to the difference between the price that was paid and the regular price of the Product or Service at the time Subscriber accepted the equipment, service or promotion.

2.2 Commercial, Professional, Business Use of Services, Devices and Software Apps V2VIP™

Business Services, the Services and Products are provided solely for commercial, professional, business or governmental purposes and the service is provided to you as a business user, for your business and home office use. This means you are not using it for any personal, residential, nonbusiness and nonprofessional purpose. End-user shall not resell or transfer the Services, Products or Software License to another party without WCCI's prior written consent. End-user is prohibited from using the Services or Products (as determined by WCCI's sole and absolute discretion) for auto-dialing, extensive or continuous call forwarding, telemarketing (including, without limitation, charitable, political solicitation or polling), fax and/or voicemail broadcasting and/or fax or voicemail blasting, "Bulk Messaging" or "Spamming" or transmission of any unwanted or unsolicited email. Utilizing the Services in excess of what, in WCCI's sole discretion, would be expected of normal business use, including without limitation allowing more than one user to use a single VoIP line or using a single VoIP line in excess of what would be expected of a single user is also prohibited.

WCCI reserves the right to immediately disconnect, terminate, or modify the Services if it is determined, by WCCI's sole and absolute discretion that use of the Services or Products is, or at any time was, inconsistent with normal usage for commercial, professional, business or governmental patterns or practices. In addition, Subscriber will be required to pay a per minute rate of 3.9 cents for commercial service for all periods in which the use of the Services or Products was determined to be inconsistent with normal commercial, professional, business or governmental use.

"Fax, SMS, or MMS Broadcasting" and "Fax, SMS or MMS Blasting" is defined as sending the same message by fax, SMS, or MMS to six (6) or more recipients at the same time, one after another.

Unlimited Minutes / Services. WCCI reserves the right to periodically review usage levels of any unlimited service plans, including, but not limited to, minutes, data, messages, and API calls ("Unlimited Plan(s)"), to ensure use of such service in not violation of these terms and if such an abuse or violation is discovered to terminate or adjust the plan as appropriate. You agree to use the Unlimited Plan for services of a quantity or duration comparable to that of the average customer presently utilizing WCCI's services and will not employ methods, devices or procedures to take advantage of unlimited plans by using the services excessively or for means not intended by WCCI.

Excessive use is defined by WCCI as use that substantially exceeds the average volume or duration of calls, data or messages used by all other WCCI Unlimited Plan customers using the same service, or attempting to originate or terminate multiple concurrent phone calls, faxes, or messages through any single line of service.

Unlimited minutes are issued on a “single concurrent call basis”, meaning that in case of concurrent (simultaneous) calls only the first call will be unlimited and other concurrent calls will be assessed minutes. The term “Unlimited Minutes” applies only to calls that are terminated or initiated from a V2VIP extension associated with an IP Phone or a Softphone that is defined as an “Unlimited Minutes Extension” or “Unlimited Extensions” and does not overlap with any calls to the same extension.

The following types of services are specifically prohibited and may not be accessed through WCCI’s unlimited voice service plan: conference calling, monitoring services, data transmissions, transmission of broadcasts or transmission of recorded material. WCCI may terminate your service or change your service plan if, in its sole discretion, WCCI determines that your use of the Unlimited Plan violates this prohibition or is otherwise “unreasonable” or results in abuse of the Unlimited Plan.

2.3 Use of Services, Devices, Software Licenses by Customers Outside the United States—WCCI does NOT allow “OffNet” (landline and/or mobile) calls to foreign countries from within the United States and/or use of the V2VIP™ Services, with the exception of “OnNet” (to other V2VIP subscribers) calls during travel; at present WCCI does not offer or support the Services, Devices or Software Apps Licenses in any countries other than the United States and Canada. If the Services, Devices or Software Licenses are used in countries other than the United States and Canada, it will be at Subscriber’s own sole risk, including the risk that such activity violates local laws in the country where it is used. End-user is liable for any and all such use of the Services, Devices or Software Apps Licenses by Subscriber or any person making use of the Services, Devices, Software Apps License provided to you and agree to indemnify and hold harmless WCCI and, at WCCI’s option, either defend WCCI or pay WCCI’s defense costs or expenses against any and all Liability for any such use.

Unlimited Calling Plans within the United States and Canada are for the reasonable commercial, professional, business or governmental use of companies, organizations and agencies whose primary offices and/or location of the Service is the United States or Canada only; any use outside of this location restriction will result in the plan being automatically charged, retroactive to the billing period, the first minute used and length of usage outside the United States or Canada, for International rates and/or termination, suspension and disconnection of the Service at the sole discretion of WCCI. WCCI reserves the right to immediately terminate, suspend, disconnect or modify the Services of any Subscriber using Unlimited VoIP/PSTN Plans, if WCCI determines, in its sole discretion, that End-user is using such Plans outside of the United States or Canada.

2.4 Prohibited Uses

Unlawful Use of Service—End-user agrees to use the Service for lawful purposes only. WCCI reserves the right to disconnect or terminate immediately the V2VIP™ Service without notice, if, in WCCI’s sole and absolute judgment Subscriber use of the Services or Products have been for unlawful purposes. This means that Subscriber agrees not to use Services or Products for transmitting or receiving any communication or material of any kind when, in WCCI’s sole judgment, the transmission, receipt or possession of such communication or material would:

(a) constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or

(b) encourage or incite conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law, including interfering with the Services, WCCI’s or the public network, allowing use by unauthorized users of the Services, infringing upon the Intellectual Property or Privacy rights of another, or misuse or violate the WCCI Privacy Policy.

The Services shall not be used in any way that is fraudulent, libelous, threatening, deceptive, abusive, and harassing or in violation of an individual right to privacy.

Other uses of Service considered to be “unreasonable” and subject to immediate termination: Re-sell, re-brand, re-supply, re-market or commercially exploit our Unlimited Plans, without our written consent, in order to aggregate traffic from more than one customer over an "unlimited" line or trunk. Set up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Plan; or engage in any other conduct which is fraudulent, illegal, harassing or results in significant network congestion, or degradation.

We consider your use of our Service to be “abusive” and subject to immediate termination or adjustment if using: Autodialing, predictive-dialing, or robo-dialing. Continuous, repetitive or extensive call forwarding. Harassing, threatening or abusive calls, faxes or messages. Unsolicited calls, faxes or messages if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints.

False information by you or any users of the Service. Continuous or extensive chat line or conference call participation. Free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges. Repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints. Long duration calls (defined as calls to the same number in excess of four hours (continuous or cumulative) within a 24 hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party. Calls that do not consist of uninterrupted live human voice dialog by and between natural human beings. Continuous call session connectivity. Telemarketing. Any other activity that would be inconsistent with reasonable business use patterns, causes network congestion or jeopardizes the integrity of WCCI’s network.

WCCI reserves the right to terminate or disconnect Subscriber’s Service and the Agreement immediately and without advance notice if, in its sole discretion, WCCI believes that End-user has violated or attempted or may attempt to violate, the above restrictions, leaving Subscriber responsible for the full month’s charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus the disconnection fee, all of which immediately become due and payable and may, at WCCI’s discretion, be immediately charged to Subscriber’s credit or debit card or electronically withdrawn from Subscriber’s bank account. Subscriber is responsible and liable for any and all use of the Services by Subscriber and any person using the Services which WCCI provides to Subscriber and agrees to indemnify and hold harmless WCCI. End-user agrees to defend WCCI or pay WCCI’s defense expenses and costs against any and all liability, damages, claims, demands, penalties, fines, costs and expenses of any nature whatsoever ("Liability") for any such use. If WCCI, in its sole judgment believes the above restrictions have been violated, WCCI will provide personal information and other personally identifiable information in response to law enforcement requests, court orders and/or subpoenas in order to protect its rights and property and in the event failure to disclose this information could harm WCCI officers, employees, customers or others.

2.5 Service Outages

(a) Due to Broadband Internet Service or ISP Service Outage, Suspension, Disconnection or Termination—WCCI is not responsible if all V2VIP™ Services, including the V2VIP™ 911 emergency dialing fails to function for any reason, including but not limited to, Subscriber’s broadband Internet or ISP service outage, termination, disconnection or suspension. If there is a broadband services related issue, it may require Subscriber to contact the broadband Internet provider or ISP, reset or reconfigure the equipment before using the V2VIP™ Services or E911 dialing. Subscriber understands and acknowledges monthly billing will continue for the V2VIP™ Services.

(b) Due to Termination, Suspension or Disconnection of V2VIP™ Services—Service outages due to billing/payment or other issues with Subscriber’s V2VIP™ Service account will prevent use of the V2VIP™ Calling Plan Services and 911 dialing from functioning. The V2VIP™ Service may not be restored until the billing/payment or other issue is resolved. If there is a V2VIP™ Services

related issue, it may require the End-user to reset or reconfigure the Device before using the V2VIP™ Services and E911 dialing.

(c) Due to Power Outage or Interruption—Subscriber acknowledges and understands that the V2VIP™ Services and VoIP Equipment do not function in the event of power failure or outage and 911 dialing or emergency services will not function if there is a power outage or interruption. Power must be restored before the V2VIP™ Calling Services, VoIP Equipment and 911 dialing will be restored. If there is a power outage related issue it may require the End-user to reset or reconfigure their modem or router and the equipment before using the V2VIP™ Services for E911 dialing. Subscriber understands and acknowledges monthly billing will continue for the V2VIP™ Services.

(d) Due to ISP or Broadband Internet Provider Blocking Ports –WCCI is not responsible if the ISP or broadband Internet provider intentionally or accidentally blocks the ports over which the service is provided. The blocking of the ports or any other impediments, during this period, may interfere with the Service including 911 dialing and as a result, the 911 dialing may not function. When notified of the situation, WCCI will provide assistance to try to resolve the issue. Subscriber acknowledges that WCCI is not responsible for the blocking of ports by the ISP or broadband Internet provider or any other Service usage impediments and any resulting loss of service, including 911 dialing. In the event service is lost as a result of blocking of ports or any other Service usage impediments, Subscriber will continue to be responsible for payment of the Service charges unless and until Service is terminated in accordance with this Agreement. Subscriber understands and acknowledges monthly billing will continue for the V2VIP™ Services.

2.6 Theft of Service

End-user shall not obtain or fraudulently use the V2VIP™ Services in an improper or unauthorized manner or use the Services in such a manner to or attempt to avoid or violate WCCI's policies and procedures. Subscriber shall notify WCCI immediately, in writing or by calling the customer service number, if Subscriber becomes aware at any time that the Services are being stolen, fraudulently used or otherwise used in an unauthorized manner. When calling or writing, provide the account number and a detailed description of the circumstances of the fraudulent use or unauthorized use of the Services. Failure to do so in a timely manner could result in the termination of Services and additional charges to the account. Until WCCI receives and confirms notice of the theft, fraudulent use or unauthorized use, Subscriber will be liable for all use of any and all stolen, fraudulent or unauthorized use of the Services. WCCI reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

2.7 Tampering with Service

End-user agrees not to attempt to hack, disrupt or fraudulently use the Services or make any use of the Services that is not consistent with its intended purpose.

2.8 Network Congestion and Internet Access

Subscriber acknowledges and understands that WCCI is not responsible for the possibility of network congestion and/or reduced speeds and that the Services will not function if there is an interruption of the Subscriber's broadband Internet service access.

2.9 Defective PC or Laptop

Subscriber understands and acknowledges that the V2VIP™ Services and products will not function properly if there any defects, operational or performance issues with the personal computer or laptop in which the V2VIP™ Services and products is installed or if the PC or laptop is not properly connected to the broadband Internet service.

2.10 Service Distinctions

Subscriber acknowledges and understands that the V2VIP™ Service is not a telephone or telecommunications service. There a number of underlying factors that are beyond WCCI's control that may affect Services, such as available bandwidth from the broadband service provider and power outages. There are important distinctions between the V2VIP™ Services and telecommunication

services. There is different regulatory treatment to which the Service is subject than that to which telephone service may be subject. This treatment may limit or otherwise affect Subscriber rights of redress before Federal, State or Provincial telecommunications regulatory agencies

2.11 Incompatibility with Other Systems (Non-Voice) and Services.

Subscriber acknowledges the Service may not be compatible with home security systems that require a telephone connection through the local exchange carrier or Public Switched Telephone Network for any alarm monitoring functions of any home or business security system and is not designed or set-up to function with outbound dialing systems including digital video recording systems, medical monitoring equipment, fax machines and satellite television systems. It is Subscriber's responsibility to test compatibility. Subscriber has no claim against WCCI in the event the system is interrupted or disrupted by the Services.

2.12 No 0+ or Operator Assisted Calling; May Not Support x11 Calls

The V2VIP™ Service does not support 0+ calling or operator assisted calls (including without limitation to collect, third party billing or calling card calling). The Service may not support 311, 511, 976, 900 and/or other x11 services in one, more or all service areas (with exception to 911 and 411, as per terms in this Agreement).

2.13 Directory Listing

Telephone numbers provided by WCCI will not be listed in any telephone directories. Telephone numbers transferred from the local phone company may be listed, although WCCI is not responsible and does not guarantee the listing.

2.14 Telephone Number

The telephone number obtained from WCCI for use by the Subscriber is leased and shall not be sold or used with any other device or services other than the Products, Softphone app / software or Services provided or authorized by WCCI, without the express written permission of WCCI. WCCI reserves the right to cancel, change or move the number at any time and at its sole discretion.

2.15 Local Number Portability

When changing phone companies, it may be possible to transfer or port an existing telephone number to the V2VIP™ Service. Subscriber will be required to provide certain documents for switching or transferring a phone number.

After the Telephone Number Transfer Form has been signed and submitted to WCCI Customer Service, the transfer process for the telephone number indicated on the form will begin. After the Local Number Portability process is started, the transfer process may not be cancelled, revised or interrupted. If WCCI is unable to transfer the telephone number due to technical or other issues, a notice will be sent with an explanation of available options. If porting a phone number to WCCI, WCCI may not be able to immediately provide some services, such as 911 emergency calling or location services. WCCI recommends that the current phone service is not cancelled until the porting process is complete and confirmation is received that the number has been successfully ported. Subscriber acknowledges the Local Number Portability process can take up 30 days.

2.16 Number Release or Transfer upon Service Disconnection

If V2VIP™ Service is disconnected, WCCI may, at its own discretion, release the telephone number which was ported or transferred to WCCI from the previous service provider for use with the V2VIP™ Service if: the Subscriber's account is completely current, including payment for all charges and applicable disconnection fees; the account has been properly disconnected; the transfer request is submitted at time of disconnection and the new service provider accepts the number.

2.17 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software

The Services, Devices, any firmware or software used to provide the Service or used as a part of providing the Services, or intellectual properties (firmware or software) embedded in the Device, as well as all Services, documents, materials and information, on WCCI websites are protected by

trademark, copyright or other intellectual property laws and international treaty provisions. All of WCCI's corporate names, trade names, service marks, trademarks, logos, websites and domain names (collectively "marks") are and shall remain the exclusive property of WCCI. There is nothing in this Agreement that grants anyone the right or license to use any WCCI marks.

Subscriber acknowledges that Subscriber is not authorized or given any license to utilize the firmware or software used to provide the Services or used as a part of providing the Services other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereunto) and strictly in accordance with this Agreement's Terms and Conditions. Subscriber expressly agrees that the Devices are used exclusively in connection with the Services and that WCCI will not provide any passwords, codes or other information or assistance that enables use of the Device for any other purpose.

Subscriber acknowledges and understands that Subscriber is NOT allowed or authorized to use interface devices not provided, authorized or approved by WCCI and such devices will not work with the Services. Notwithstanding this prohibition, if for some reason End-user attempts to use the Services through an interface device not provided, authorized or approved by WCCI, Subscriber warrants and represents that End-user possesses all required rights, including software and/or firmware licenses, to use that interface device with the Service and Subscriber will indemnify and hold WCCI harmless, and at WCCI's option, either defend WCCI or pay WCCI its costs of defense against any and all Liability arising out of End-user's use of such interface device with the Services. End-user shall not under any circumstances reverse compile, disassemble, attempt to or reverse engineer or otherwise attempt to derive the source codes from the binary codes of the devices, firmware or software.

3. Products, Equipment, Devices

3.1 WCCI may provide to the Subscriber certain Products, Devices ("Products", "Devices" and/or "VoIP Equipment") in conjunction with providing the V2VIP™ Services. All Product shipments are F.O.B. WCCI's facility. WCCI's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Subscriber upon delivery to carrier. Subscriber will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Products. Subscriber shall be required to obtain a Return Merchandise Authorization ("RMA") Number from WCCI Customer Service and must adhere strictly to the policies, procedures and requirements outlined on the RMA form as to the return of any Product. WCCI reserves the right to repair and return the defective products or provide replacement products, only if the products are deemed to be defective and covered under the manufacturer's warranty. WCCI will not be held responsible to replace or repair damaged (or defects not attributed to the manufacturing process), lost, stolen or modified products. Products returned by Subscriber for which WCCI has not issued a RMA number and is not covered under warranty, may be refused by WCCI; Subscriber shall be responsible to pay return shipping charges. Subscribers who purchase products through a retail store, dealer or any source or provider other than WCCI must abide by the Terms and Conditions set forth in Section 2.17 of this Agreement. If WCCI authorizes or approves use of such product for use with the Services, then Subscriber will be subject to the return policy and warranty policies and procedures as set forth at the place of purchase. Subscriber cannot hold WCCI responsible for defects, damages or liabilities for products not purchased from WCCI.

Subscriber is responsible for all damaged, lost, stolen or broken Products and may be required to purchase a replacement Product to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. Subscriber is responsible for any repair charges, if Product is determined reparable at WCCI's sole discretion, plus applicable shipping costs and taxes. Subscriber shall notify WCCI immediately of any damaged, lost or stolen Product. Failure to report damaged, lost or stolen equipment in a timely manner will cause Subscriber to be responsible for all service fees accrued until the time that WCCI was informed of the damage, loss or theft and which may cause a termination of the Services.

3.2 For V2VIP™ Softphone apps, a copy of the Softphone app software license may be made available by WCCI to the Subscriber for download, installation, and use. To the extent and limits WCCI

is legally entitled to do so, this Agreement grants the Subscriber a non-exclusive, non-transferable, non-sublicensing, personal right to use one (1) copy of the Softphone app software for Subscriber's reasonable personal use with the V2VIP™ Services on iOS and Android smartphone devices, tablets and/or personal computer, laptop, and/or residential computer station.

3.2.1 Subscriber agrees not to reproduce or distribute the Softphone app software for any purpose whatsoever and without limiting the aforementioned, shall not enable any third party to copy the Softphone app software to any server or location for reproduction or distribution; nor to disassemble, decompile or reverse engineer the Softphone app software. The restrictions herein apply equally to any updates, upgrades, or revisions provided by WCCI to the Subscriber.

3.3 Returns

All returned Products must be in original packaging or equivalent. Subscriber will be responsible for all costs related to return shipment to WCCI. Any Products returned to WCCI without prior authorization, required Return Merchandise Authorization ("RMA") Number for its return or proper packaging may be refused. WCCI may, at its sole discretion and without obligation, determine if a refund is appropriate upon cancellation, termination or disconnection and Subscriber must immediately obtain a RMA Number from WCCI, return the Product to WCCI provided hereunder, undamaged and in good working condition, in its original packaging and with original content (cables, power supply, etc), or otherwise will be immediately responsible for paying to WCCI an amount equal to the fair retail price of the equipment minus any payments Subscriber had previously paid specifically for the Product and/or calculated as part of the monthly V2VIP™ Calling Plan charges

4. BILLING; CHARGES; PAYMENTS; TAXES; DISCONNECTION

4.1 Billing. When the Service is activated, Subscriber must provide WCCI with a valid email address and a credit card number from a card issuer (Visa, MasterCard, American Express, Discover Card) that is accepted by WCCI. WCCI reserves the right to stop accepting credit cards from one or more issuers. If the credit card expires, the account is closed, the billing address changes, the account number or expiration date changes or the credit card is cancelled and replaced because of loss, theft or for any other reason, WCCI must be advised immediately either by updating the credit card information within the "Personal Info" via the User Portal at www.v2vip.com or contacting the WCCI Customer Service department. Failure to maintain a valid credit card on file or to update the information may result in the suspension of services. WCCI shall not be responsible for any charges made by the Credit Card issuer to Subscriber's credit card account for exceeding credit limit, insufficient funds or other reasons.

All charges, applicable taxes and surcharges will be billed monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges decided by WCCI to be billed in arrears) to the credit card. Such charges shall include but are not limited to: activation fees; monthly Calling Plan Service fees; DID, Toll-free number fees; usage charges; international usage charges; overage charges; toll charges; advanced feature charges; premium services/add-on features, equipment purchases; regulatory recovery fee, Emergency 911 Cost Recovery; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The amount of certain fees and charges shall be published on the WCCI V2VIP™ website and may change periodically. Monthly invoice statements will be available online. WCCI reserves the right to bill at more frequent intervals if the amount owed at any time exceeds \$10 for charges above the calling plan rate. WCCI bills usage charges in full minute increments that are rounded up to the next full minute.

4.2 Billing Disputes

Subscriber must notify WCCI in writing (letter or email) within seven (7) days after receiving their credit card statement if there's a dispute about any WCCI charges on that statement, otherwise Subscriber will be deemed to have waived any right to contest such charges. All disputed charges notices should be sent to:

Billing Department
Wind Currents Communications, Inc.
12 Arnold Drive
Woodstock, New York 12498
OR billing@wccivoip.com

4.3 Payment

WCCI requires Pre-Payment for all V2VIP™ Services and Products and only accepts payment by credit card, unless exceptions are pre-approved for other acceptable methods of pre-payment such as check, money order, wire transfer or Electronic Funds Transfer (EFT). WCCI reserves the right to request a pre-payment of a minimum of three (3) month for when a credit card is not the method of payment. Subscriber's subscription to the Service with the initial placement of order by phone, fax or email or "Sign-up" of the order by clicking the I Accept key authorizes WCCI to charge the credit card account number provided. These terms apply to and include any changed information provided to WCCI in the event the card expires or is replaced, or a different card is substituted, for any WCCI charges as set forth in Section 4.1. This authorization will remain valid until thirty (30) days after WCCI receives written notice from Subscriber terminating WCCI's authority to charge the credit card, whereupon WCCI will charge the credit card for the disconnection or termination fee, if applicable, and any other outstanding charges and disconnect the Service. WCCI may disconnect or terminate the Service at any time in WCCI's sole and absolute discretion if any charge to Subscriber's credit card is declined or reversed, the credit card expires and Subscriber has not provided WCCI with a valid replacement credit card or in case of any other non-payment of account charges.

For payments made by check or money order, WCCI reserves the right to wait for WCCI's bank to clear the funds, or confirm deposits transacted by wire transfer or Electronic Funds Transfer before activating service. A \$50 penalty will be charged for any non-payment issues related to but not limited to returned checks, payment cancellations, insufficient funds, or incorrect bank information.

4.3.1 Non-Payment Collection If Service is disconnected, Subscriber remains FULLY LIABLE to WCCI for all charges accrued before disconnection, pursuant to this Agreement, and for all costs incurred by WCCI in collecting such amounts, such as (but not limited to) collection costs and attorneys' fees.

4.4 Credit Terms All Services provided to Subscriber and covered by this Agreement shall at all times be subject to credit approval or review by WCCI. Subscriber will provide such credit information or assurance as is requested by WCCI at any time. WCCI, in its sole discretion and judgment, may discontinue credit at any time without notice; require a deposit or pre-payment for Products and/or Services.

4.5 Taxes

Federal, state, county and local governments may assess taxes, surcharges and/or fees on use of the V2VIP™ Services. These charges may be a flat fee or a percentage of the V2VIP™ charges and may change from time to time without notice and are based on the rates applicable to the address provided to WCCI. Subscriber is responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, customs duties, fees or charges now in force or enacted in the future, that arise from or as a result of the subscription or use or payment for the Services and Products. Such amounts are in addition to payment for the Services and will be billed to Subscriber's credit card as set forth in this Agreement. If Subscriber is exempt from payment of such taxes, an original certificate must be submitted to WCCI that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate. Applicable taxes may not be refundable.

4.6 Termination. Disconnection; Discontinuance of Service

WCCI reserves the right to change, suspend or discontinue the Services generally, or to disconnect, cancel or terminate the Services, at any time in WCCI's sole and absolute discretion. If the Service is discontinued, terminated or disconnected for any stated reason, including without limitation violation or breach of any provision of this Agreement, or because of any improper use of the Service (such as, but not limited to, attempts to hack, disrupt, or misuse the Service or acts or omissions that violate any acceptable use policy of WCCI or of a third party provider), Subscriber will be responsible for, in addition to WCCI's other rights and remedies, the full month's charges to the end of the current term, including without limitation unbilled charges, plus the disconnect fee set forth in Section 4.7, all of which immediately become due and payable. WCCI will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus. Upon expiration, disconnection cancellation or termination of the Services, Subscriber shall relinquish and discontinue use of any numbers, voice mail access numbers and/or web portals assigned to Subscriber by WCCI or its vendors.

4.7 Early Disconnection / Termination Fees

If the Services are disconnected or terminated for any reason prior to the required minimum service period, early disconnection or termination fees may apply per calling line.

If Subscriber of V2VIP™ Service terminates or service is disconnected within twelve (12) months of the initial purchase of the Service, WCCI may charge a Disconnection Fee of forty nine dollars and ninety nine cents (\$49.99). If WCCI provides the equipment Subscriber will be immediately responsible for paying to WCCI an amount equal to the fair retail price of the equipment and/or software minus any payments Subscriber had previously paid specifically for the Product and/or calculated as part of the monthly V2VIP™ Calling Plan charges within twelve (12) months of the initial purchase of the Services.

WCCI may offer special discounts, limited offers, rebates, new Products and Services at special introductory pricing which can change at WCCI's discretion. An additional Disconnection Fee may apply to these special discounts, limited offers, rebates, new Products and Services at special introductory pricing and Subscriber should review the terms and conditions of each. Submission of any form(s) for the special discounts, limited offers, rebates, new Products and Services at special introductory pricing whether by US mail or on-line, represents agreement with the terms and conditions, including a higher Disconnection Fee, if applicable. Disconnection Fees shall be billed to Subscriber's credit card when WCCI is notified by Subscriber of the cancellation of the Services. WCCI reserves the right to change, modify or waive any Disconnection Fee at any time.

4.8 Termination / Cancellation

Subscriber agrees to provide WCCI with thirty (30) days notice of termination or cancellation. Subscriber shall be responsible for, in addition to other rights and remedies, the full month Service fee for the month during which the notice of termination or cancellation of Service is provided to WCCI. In accordance with Section 4.7, Disconnection Fees may apply. WCCI reserves the right, at its sole discretion, to suspend, terminate, disconnect or change the Services without advance notice for any reason, including without limitation, misuse of the Services in any way, Subscriber's breach of this Agreement, failure to pay any sum due hereunder, suspected fraud or other activity by End-user that adversely affects the Services, WCCI, WCCI's network or any third party of WCCI's or other Subscribers' use of the Services. WCCI reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Subscriber agrees that WCCI's determination and decision is final and binding on Subscriber. WCCI may require an activation fee to change or re-activate a terminated, disconnected or suspended V2VIP™ account.

4.9 Late / Non-Payment

If any charges for the Products or Services are due but unpaid for any reason including, but not limited to, non-payment or declined credit card charges, WCCI may suspend, disconnect or terminate the Services and all accrued charges shall be due immediately, plus a late fee of the lesser of 2% per month or the maximum allowed by law accrued from the date of Invoice until payment in full is received by WCCI. If charges cannot be processed to the credit card on file and Subscriber's account

is suspended, a fee of fifteen dollars (\$15.00) will be charged to re-activate the account. No suspension, disconnection or termination of the Services or of this Agreement shall relieve Subscriber from paying any amounts due hereunder.

4.10 Communication / Notices

WCCI's primary means of communication with Subscriber is via email. Notices to Subscriber will be sent to the email address provided by Subscriber at the time of Sign-up or on the Sign-up page and time of registration for the Services or as specified by Subscriber ("Email Address"). Subscriber is responsible for notifying WCCI of any email address changes. Subscriber agrees that communicating or sending an email message to the email address is the agreed upon means of providing notification or communication. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that Subscriber read any email sent to the email address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.

4.11 Regulatory Recovery Fee

A regulatory recovery surcharge of \$1.50 applies to every phone number assigned. WCCI uses this fee to pay the regulatory-related fees and expenses incurred in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses, including taxes and number portability charges. This fee is not a tax.

4.12 Toll Charges

All calls which originate or terminate in the Public Switched Telephone Network ("PSTN"), including other VoIP (Voice over Internet Protocol) networks, is subject to applicable toll charges as per the Calling Plan. Calls to a phone number outside the United States and Canada will be charged at the current International rates published at www.v2vip.com. All calls are calculated in one minute increments and will be rounded up to one minute increment for any fraction of minutes used. All charges for a call are rounded up to the nearest whole cent, including any taxes and surcharges. Calls may result in higher toll charges if made to an international mobile phone or premium rate telephone number instead of a landline.

4.13 Activation Fee

The thirty-nine dollar and ninety nine cents (\$39.99) fee covers charges for setting up the account and activating it on the system.

4.14 Services Rate Changes

WCCI reserves the right to change Services prices and toll charges and these changes will be published at www.v2vip.com. WCCI may, without any advanced notice, change plans, prices, fees or taxes. International toll rates are updated periodically as rate changes become available and will be published on the V2VIP™ web site.

4.15 Money Back Guarantee and Refunds

Subscriber has the right to return any Product and cancel the Service within ten (10) days of RECEIPT OF DELIVERY. After the ten (10) day period, no Products may be returned for any reason without prior approval by WCCI as per Section 3.3. WCCI offers a ten (10) day Money Back Guarantee from the date of Receipt of Delivery of the Product or SoftChat license (different periods may apply depending on the applicable offer details of any promotion accepted, such as a discount, rebate, free month of Service or other incentive contained in the advertising or online content). The Money Back Guarantee applies only to the first-ordered line per account, not to additional or secondary lines.

WCCI will only refund the monthly charge for the first month of Service, cost of the Product and the disconnection fee, if applicable, provided that:

- a) Subscribers of V2VIP Calling Plans that have not exceeded one hundred (100) minutes of usage; refund shall not apply to Subscribers that have money back guarantee period usage in excess of one hundred (100) minutes, and the money back guarantee period shall expire when Subscriber exceeds three hundred minutes of usage
- b) Subscriber cancels Service within the applicable period;

c) prior to returning the Product, Subscriber obtains a valid Return Authorization Number from WCCI's Customer Service Department and the Product returned to WCCI if purchased at www.v2vip.com in original condition, normal wear and tear excluded, within seven (7) days after the date of cancellation of the Service; and

d) the Product is returned in the original packaging with the UPC or bar code intact and includes all components, accessories, parts, manuals, registration cards and other documentation.

WCCI may not be able to refund all federal excise taxes, other applicable taxes and any surcharges or related fees. Subscriber will be responsible for any and all charges for international usage, payphone calls to WCCI toll free numbers and directory assistance. WCCI reserves the right to disconnect or revoke this money back guarantee at any time, without prior notice.

5. Warranties; Limitation of Liability; Indemnification

5.1 No Warranties on Service

WCCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR PRODUCT 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, WCCI DOES NOT WARRANT THAT THE SERVICE OR PRODUCTS WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY, QUALITY OF SERVICE, QUALITY OF VIDEO RESOLUTION OR LOSS OF CONTENT, DATA, PACKETS OR INFORMATION. NEITHER WCCI NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR THAT FURNISHES SERVICES DEVICES, OR PRODUCTS TO SUSCRIBER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO WCCI OR SUBSCRIBER TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, SUBSCRIBER'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 WCCI'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR PRODUCTS, IF ANY, BY WCCI OR WCCI'S AGENTS OR VENDORS ARE INFORMATIONAL AND ARE NOT PROVIDED AS A WARRANTY OF ANY KIND.

5.2 Device Warranties

5.2.1 Limited Warranty

Except as set forth herein, if Subscriber receives a Product from WCCI which includes a limited warranty at the time of receipt, Subscriber must refer to the separate limited warranty document provided with the Product for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. WCCI will provide a limited warranty on the Products as to manufacturing defects only for a period of one (1) year from the purchase date. This manufacturer's limited warranty does not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, does not apply to any defect caused by damage in transit, retailer handling or End-user handling. A Subscriber's sole remedy for any breach of this manufacturer's limited warranty is by following the Return Merchandise Authorization ("RMA") return procedures set forth in Section 3.1 in order to obtain a repaired or replacement Product. Subscriber must include with the returned product a copy of the RMA Number form stating that the Product is being returned for warranty repair or replacement and stating the nature of the defect.

5.2.2 No Warranty

PRODUCTS THAT DO NOT COME WITH A LIMITED WARRANTY, THE SUBSCRIBER IS

ACCEPTING THE DEVICE "AS IS". THIS DEVICE IS NOT ELIGIBLE FOR REPLACEMENT, REPAIR OR REFUND AFTER EXPIRATION OF THE GUARANTEE PERIOD.

5.2.3 Disclaimer OTHER THAN PRODUCT WARRANTIES EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE PRODUCTS AND/OR LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE PRODUCT 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 PRODUCT 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 PRODUCT. ALL WARRANTIES COVER ONLY DEFECTS ARISING UNDER NORMAL USE AND DO NOT INCLUDE MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN WCCI OR A WCCI AUTHORIZED REPAIR AGENT OR FACILITY.

5.3 Limitation of Liability

WCCI shall not be liable for any delay or failure to provide the V2VIP™ Services, including 911 or E911 Dialing, at any time or from time to time, or any interruption, loss of packets, data and or content or degradation of voice quality or Quality of Service or quality of video resolution or transmission caused by any of the following:

1. an act or omission of an underlying carrier, service provider, vendor or other third party;
2. equipment, network or facility failure;
3. equipment, network or facility upgrade or modification;
4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
5. equipment, network or facility shortage;
6. equipment or facility relocation;
7. equipment, service, network or facility failure caused by the loss of power to End-user;
8. outage of, or blocking of ports by Subscriber's ISP or broadband service provider or other impediment to usage of the Services caused by any third party;
9. any act or omission by Subscriber or any person using the Services or Devices provided to Subscriber; or
10. any other cause that is beyond WCCI's control, including, without limitation, a failure of or defect in any of the Products, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 or E911 Dialing) to be connected, completed, located or forwarded.

WCCI's aggregate liability under this Agreement will in no event exceed the Service charges with respect to the affected time period. This section shall survive the Termination of this Agreement.

5.4 Disclaimer of Liability for Damages

IN NO EVENT SHALL WCCI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, VENDORS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES PRODUCTS AND SERVICES TO SUBSCRIBER IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING THE INABILITY TO DIAL 911 OR E911 ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 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 WCCI WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES

5.5 Indemnification

Subscriber agrees to indemnify and hold harmless WCCI, its officers, directors, employees, affiliates and agents and any other service provider who furnishes Products and/or Services to Subscriber in connection with this Agreement or the Products and/or Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, at WCCI's option, without limitation defend or pay the costs of reasonable attorneys fees) or other Liability by, or on behalf of, Subscriber or any third party or user of V2VIP™ Services, relating to this Agreement, the Services, including 911 or E911 dialing and/or the Products. The provisions of this Agreement shall survive by their sense and context the termination or expiration of this Agreement.

5.6 No Third Party Beneficiaries

Under this Agreement, there are no third party beneficiaries and no provisions that 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.

5.7 Content

Subscriber shall be liable for any and all liability that may arise out of the content transmitted by Subscriber or to any person, whether authorized or unauthorized, using the V2VIP™ Service or Products (each such person whether authorized or unauthorized, a "User"). Subscriber shall assure that Subscriber and End-user's use of the Services and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. WCCI reserves the right, in addition to other rights and remedies to disconnect or suspend Subscriber's Services and remove Subscriber or Subscriber Users' content from the Service, if WCCI determines, in WCCI's sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with WCCI's ability to provide Services to Subscriber or others or violates any laws or regulations.. WCCI's action or inaction under this Section will not constitute any review or approval of Subscriber or Users' use or content.

5.8 Recording Conversations

Certain V2VIP Services provide a function that allows you to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, you are required to obtain consent from all parties to a record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. WCCI expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify WCCI from and against any damages or liabilities of any kind related to your recording of any telephone conversations using the Services. You agree that WCCI, may at its sole discretion, record any call between WCCI and you for WCCI quality control purposes

6. Governing Law / Arbitration of Disputes

6.1 Governing Law

The Agreement, the rights and obligations of the parties hereunder and the relationship between Subscriber and WCCI is governed by the laws of the State of New York without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 6.2, Subscriber shall submit to the personal and exclusive jurisdiction of the courts located within the State of New York and waive any objection as to venue or inconvenient forum. The failure of WCCI 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 remain in full force and effect. End-user 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.

6.2 Mandatory Arbitration

Any dispute or claim between Subscriber, any member of Subscriber's household or any guest or employee of Subscriber and WCCI arising out of or relating to or provisioning of the Service or Products will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration will take place in Woodstock, Ulster County, New York. Subscriber will pay the published share of the arbitrator's fees and administrative expenses. Subscriber and WCCI agree to bear their own other fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The AAA Supplemental Procedures for Consumer-Related Disputes provide that unless a hearing is requested, disputes will be resolved based on written submissions and no personal appearance is required. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. All claims shall be arbitrated individually. Subscriber shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, NEW YORK as a limited exception to the Agreement to arbitrate, Subscriber and WCCI agree that: (a) Subscriber may file Claims in small claims court in Ulster County, New York, if the Claims qualify for hearing by such court; (b) if Subscriber fails to timely pay amounts due, WCCI may assign the account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement.

6.3 Entire Agreement

This Agreement, including these Terms and Conditions, the Privacy Policy and the rates for Services and Products found on WCCI's website constitute the entire Agreement between Subscriber and WCCI and govern Subscriber's use of the Service, superseding any prior Agreements between Subscriber and WCCI and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon WCCI unless and until posted in accordance with Section 7 hereof.

6.4 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.

7. Changes to This Agreement

WCCI may, at its sole discretion, change the Terms and Conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on www.v2vip.com. Such changes will become binding to the Subscriber on the date the changes are posted to WCCI's website and no further notice by WCCI is required upon Subscriber's 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 Products and also supersedes any written terms provided to Subscriber in connection with third party distribution, including, without limitation, any written terms enclosed within the packaging of the Products.

8. Privacy

WCCI's V2VIP™ Services utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. WCCI is not liable for any lack of privacy which may be experienced with regard to the Services. For additional information, please refer to WCCI's Privacy Policy at www.v2vip.com.