

TERMS AND CONDITIONS

THE AGREEMENT

These Terms and Conditions constitute the agreement (the “Agreement”) between Digivox, LLC (“Digivox”, us or we) and the user (“you”, “your”, “user” or “Customer”) of Digivox’s small business communications services and any related products or services (“Service”). For purposes of the Agreement, “you” means the customer, defined as either (i) the person identified in Digivox’s account records as responsible for payment of all charges; or (ii) any other person with actual or apparent authority to represent that person or to use the service(s).

BY ENROLLING IN, USING, OR PAYING FOR DIGIVOX SERVICES, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE PRICES, CHARGES, TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING DIGIVOX AT THE TOLL FREE NUMBER LISTED AT WWW.DIGIVOX.NET, FOR FURTHER DIRECTIONS.

The Agreement governs the Service and any devices, such as an IP telephone or any other IP connection device or software (“Device” or “Equipment”), used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understand, and you agree to, the terms and conditions of the Agreement, and you represent that you are of legal age to enter the Agreement and become bound by its terms.

Digivox may change the Terms and Conditions of the Agreement from time to time. Notices will be considered given and effective on the date posted at HYPERLINK “<http://www.digivox.net>” www.digivox.net . The Agreement posted supersedes all previously agreed to electronic and written Terms and Conditions.

The rates and charges for the Service, which may be found at HYPERLINK “<http://www.digivox.net>” www.digivox.net, are effective as of July 1, 2010 and are subject to change. For your most current rates and charges, the most current version of the Agreement, or if you have questions about your services, please visit our website at HYPERLINK “<http://www.digivox.net>” www.digivox.net (see *Pricing* and *Terms & Conditions* links) or call us at the toll-free number listed at HYPERLINK “<http://www.digivox.net>” www.digivox.net .

II. EMERGENCY CALLING SERVICE EMERGENCY DIALING

A. Non-Availability of Traditional 911 or E911 Dialing Service:

You acknowledge and understand that the Service does NOT support traditional 911 or E911 access to emergency services.

B. Service Outage:

1. Power Outage

In the event of a power outage, Digivox assumes no responsibility and shall have no liability for any

damages of any sort whatsoever for loss of use, loss of profits, actual or consequential damages of any sort whatsoever.

You acknowledge and understand that Emergency Calling Service dialing does not function without power. Should there be an interruption in the power supply, the Service and Emergency Calling Service dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment before using the Service or Emergency Calling Service dialing.

2. Broadband Service Outage

You acknowledge and understand that service outages by your broadband provider will prevent ALL Service including Emergency Calling Service dialing.

3. Service Outage

Due to Suspension of Your Account You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including Emergency Calling Service dialing.

4. Other Service Outages

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

5. Limitation of Liability and Indemnification

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

C. Failure to Designate the Correct Physical Address for Emergency Calling Service Dialing:

The address which the Customer indicated on the sign-up information is the address which should be applied to your Service for Emergency Calling Service dialing. Should you need to change this address, you must contact Digivox Customer Service immediately to correct this address. It may take up to three business days to put through a change of address or update of an address. Failure to provide the current and correct physical address and location of your Digivox equipment will result in any Emergency Calling Service communication you may make being routed to the incorrect local emergency service provider.

D. Requires Re-Activation if You Change Your Number:

You acknowledge and understand that Emergency Calling Service dialing does not function if you change your phone number unless and until you have contacted Digivox Customer Service and have been informed by them that your new Emergency Calling Service service address is re-activated. Emergency Calling Service dialing must be re-activated. Although you may have activated Emergency Calling Service dialing with your former Digivox phone number, you must separately activate Emergency Calling Service dialing for any new number. You acknowledge and understand that Emergency Calling Service dialing does not function if you change your phone number unless and until you have contacted Digivox Customer Service and have been informed by them that your new Emergency Calling Service service address is re-activated. Emergency Calling Service dialing must be re-activated. Although you may have activated Emergency Calling Service dialing with your former Digivox phone number, you must separately activate Emergency Calling Service dialing for any new number.

E. Change of Physical Location of Digivox Equipment:

You acknowledge and understand that Emergency Calling Service dialing does not function properly or may not function at all if you take your equipment with you away from the address or physical location that you have designated.

F. Requires Re-Activation if You Move:

You acknowledge and understand that Emergency Calling Service dialing does not function properly or at all if you move or change the physical location of your Digivox equipment to a different street address, unless and until you have successfully contacted Digivox Customer Service and received confirmation from them that your Emergency Calling Service dialing is active. Emergency Calling Service dialing must be re-activated although you may have activated Emergency Calling Service dialing using your former address, and you must separately activate Emergency Calling Service dialing for any new physical address. Failure to provide the current and correct physical address and location of your Digivox equipment will result in any Emergency Calling Service dialing you may make being routed to the incorrect local emergency service provider.

G. Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calling Service:

You acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of an Emergency Calling Service communication made using your Digivox Equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that Emergency Calling Service dialing from your Digivox equipment will be routed to the general telephone number for the local emergency service provider, and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

H. Automated Number Identification:

It is not possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911 to access Emergency Calling Service dialing. Digivox's system is configured

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

I. Automated Location Identification:

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

J. Alternative Emergency Calling Service Arrangements

You acknowledge that Digivox does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

III. SERVICE

A. Term

Service is offered on a monthly basis for a term which begins on the date that Digivox activates your account (the “Activation Date”) and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give Digivox written notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month’s charges to the end of the then-current term, including without limitation unbilled charges, plus any applicable disconnect fee, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. Any promotion that is not redeemable upon signup, but will be applied at a later date; the customer is required to submit the rebate/coupon form, clearly stating the customer’s name, address, account number, date of activation and website that the promotion was offered. All promotions expire after 6 months of service. Standard per minute rates apply to all virtual and toll-free numbers.

B. Activation Fee

Customer will be charged an activation fee unless otherwise agreed. The amount will vary in accordance with the plan selected during signup. This fee is non-refundable and billed upon account activation.

C. Disconnect Fee

Digivox does not charge a disconnect fee when cancelling an account.

D. Business Use of Service

If you have subscribed to one of Digivox's Plans, it is provided to you as a small business user. This means that you are not to resell or transfer the service to any other person or company for any purpose. You agree that the Digivox Plan does not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting. Digivox reserves the right to immediately terminate, modify or upgrade the Service, if Digivox determines, in its sole discretion, that Customer's Service is being used for any of these.

G. Notice of Rate Changes

Digivox may change the prices and charges for the Services from time to time. We may increase or decrease prices without providing advance notice. Changes to any other rates, charges, or terms or conditions in the Agreement will be published at www.digivox.net and will be incorporated by reference into this Agreement.

H. Rounding Policy

For billing purposes, the length of each metered call is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent.

I. Calls to International Mobile Telephones; International Special Services Calls

Digivox's advertised rates for international calls are generally the rates charged for calls to landline telephones. Some calls to international mobile telephones, or to international telephone numbers considered to be special services calls, are charged a different (usually higher) rate than calls to landline telephones. The rates you will be charged are set forth in the International Tariff rate tables.

J. Timing of Calls

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom Digivox must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge Digivox for a completed call. In these situations, Digivox will charge for the call as if it were answered by the called party.

K. Loss of Service Due to Power Failure

The Service does not function without power. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment before using the Service. Power disruptions or failures will also prevent dialing to emergency service numbers including the Emergency Calling Service calling feature.

L. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to Customer in

conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on Digivox's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Digivox are and shall remain the exclusive property of Digivox and nothing in this Agreement shall grant you the right to license or to use such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by Digivox, which Digivox reserves the right to prohibit in particular cases or generally, you promise that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Digivox against any and all liability arising out of your use of such interface device with the Service.

M. Number Transfer on Service Termination

Digivox may, solely at Digivox's discretion, release the telephone number that was ported in to Digivox by you and used in connection with your Service provisioned by Digivox to your new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided (i) your account has been terminated; and (ii) your Digivox account is completely current including payment for all charges and applicable disconnect fees; and (iii) you request the transfer upon terminating your account. Customer will not be able to port away the telephone number if Customer cancels within thirty days of the Activation Date.

N. Service Distinctions

You acknowledge and understand that the Service is not a telephone service. Important distinctions exist between telephone service and the enhanced Service offering provided by Digivox. The Service is subject to different regulatory treatment than phone service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

O. Collect Call and Operator Services

Digivox does not offer collect call or operator services via this Service.

P. International DID's or phone numbers

Customers that have international (non-United States) direct inward dial phone numbers ("DIDs") are provided with these numbers based on current United States and overseas regulations. These regulations are subject to change without notice and Digivox may be required to discontinue this service, without notice. Digivox reserves the right to discontinue International DID services for any reason at any time and is only obligated to refund the pro-rated monthly fee.

Q. International Services

1. Foreign Carrier Restrictions. Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may
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limit your ability use the Digivox services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

2. Foreign Carrier Acts or Omissions.

- a. When other U.S. or foreign carriers and foreign telecommunications administrations use facilities to establish connections to points not reached by Digivox's network, Digivox is not liable for acts or omissions of other carriers or foreign telecommunications administrations.
- b. International calls are priced on the basis of the country and city codes dialed by you. When the facilities of other U.S. or foreign carriers are used in establishing connections to points not reached by Digivox's network, Digivox is not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

R. Surcharges

In addition to surcharges which may be found in the applicable Digivox Plan, Digivox may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs ("Governmental Charges").

S. Taxes

1. All taxes, tax-like charges, and tax-related surcharges are referred to collectively as "Tax(es)." Digivox may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction.
 2. You agree to pay all Taxes imposed. If Digivox has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, Digivox, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the amounts collected were retained by Digivox or if they were delivered to the jurisdiction and returned to Digivox, or it will negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction.
 3. If you provide Digivox with a duly authorized tax exemption certificate, Digivox will exempt you in accordance with law, effective on the date Digivox receives the certificate.
 4. Taxes on Digivox's net income will be Digivox's responsibility.
 5. If you are required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, you will provide Digivox with official tax certificates
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documenting remittance of the taxes. The tax certificates will be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against Digivox's U.S. corporate income tax, and will be accompanied by an English translation. Upon receipt of the tax certificate, Digivox will issue you a credit for the amounts represented thereby.

T. Local phone numbers.

Upon signup, the customer is required to choose a phone number. Based on availability Digivox will assign the phone number chosen. In the event that the exact number is not available, Digivox does not guarantee that the requested phone number will be assigned exactly as chosen, only a phone number that is local to it.

U. Use of Digivox Service with Non Voice Devices.

You acknowledge that Digivox may not be compatible with all non-voice equipment such as, but not limited to, security systems, satellite receivers, services such as TiVo and DirecTV, medical monitoring devices, credit card machines and computer modems. By agreeing to our Terms you waive any claim against Digivox for any failure, interruption or interference pursuant to use of these devices. Additionally, Digivox will not be responsible for any issues that arise regarding use through your home telephone wiring or network setup.

IV. RESTRICTIONS ON THE USE OF SERVICE

A. Digivox offers its services subject to availability of facilities, limitations of service offerings, and the provisions of this Agreement.

B. Services provided by Digivox under the Agreement will not be used: (1) For any unlawful purpose; (2) For making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audiotext services; (3) For Call Centers or group sales without Digivox's explicit written authorization (Specialized plans may be tailored to suit your needs); or (4) For international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.

C. Digivox may (1) deny, for any lawful reason, your request for service, or (2) limit or allocate the facilities available to or utilized by any Service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future customers based on forecasted customer requirements; or for any other lawful reason.

D. Digivox may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever Digivox deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the

degradation of service furnished to you or other customers.

V. PAYMENT OBLIGATIONS

A. You must provide Digivox with a valid credit card number when the Service is activated. If the credit card expires, you close your credit card account or your billing address changes, or the credit card is cancelled and replaced because of loss or theft, you must advise Digivox immediately. Digivox will invoice all charges on a monthly basis, in advance, to your credit card, including but not limited to: activation fees and monthly Service fees, advanced feature charges, equipment purchases and shipping and handling charges. Any charges not included in your rate plan and any additional usage charges are billed after each billing period. If Digivox changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

B. Digivox may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with Digivox is declined or reversed, your credit card expires and you have not provided Digivox with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you fully liable to Digivox for all charges accrued before termination and for all costs incurred by Digivox in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

C. You are responsible for payment of all charges for services furnished to you and anyone authorized by you to use your service. This responsibility is not changed by virtue of any use, misuse, or abuse of your service undertaken or caused by third parties.

D. You must promptly notify Digivox of any change in your invoicing address or, if applicable, in the credit card or bank account used for payment. You should notify the Digivox Customer Care Department by e-mailing Digivox at the following address: HYPERLINK "mailto:support@digivox.net" support@digivox.net.

E. If Digivox hires a collection agency to collect, or attempt to collect, any charges owed to Digivox, you will be liable to Digivox for an additional payment equal to 35% of the charges owed, where permitted by applicable law. If Digivox incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed to Digivox other than by hiring a collection agency, you will be liable to Digivox for the payment of all such fees and expenses reasonably incurred.

F. If billing systems or other support is not available for a service, feature, surcharge, tax or other charge element at the time of service provision, Digivox will bill for that service, feature, surcharge, or other charge element as soon as it is capable of doing so.

G. No Credit Allowances for Interruption of Service. You acknowledge and agree that the Service is provided "as is." Credit allowances for interruption of Service, including international calling services, will not be provided.

H. Digivox reserves the right to charge an administrative fee of \$35.00 for each charge customer disputes without first:

a) Contacting Digivox 's billing department and receiving a confirmation number

b) Or Sending a certified letter to Digivox 's billing department and clearly stating dispute with billing

VI. CANCELLATION OF SERVICE

A. By the Customer

1. All cancellation requests must be made by phone or email. Returning your equipment to Digivox without notifying Customer Service will not terminate your service and you will remain liable for all costs and fees associated with your account.

2. If you cancel your Service with Digivox, you will not be able to use the Equipment.

3. Cancellation may take up to two business days.

