



MASTER & CONDITIONS

SIGNING UP FOR BVN TELECOM GROUP'S SERVICES CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS AGREEMENT (AS DEFINED BELOW). ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR SERVICE, (2) YOUR SUBMISSION OF AN ORDER AND/OR ACCEPTANCE OF A QUOTE, (3) YOUR USE OF THE SERVICES DESCRIBED HEREIN, (4) YOUR EXECUTION OF A MINIMUM COMMITMENT CONTRACT. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE

- 1. INTRODUCTION:** This BVN TELECOM GROUP Master Terms and Conditions, together with any BVN TELECOM GROUP Service Agreement, the Service-Specific Terms, end-user license agreement, end-user service agreement, other terms and conditions, operating rules, policies, price schedules, and/or other supplemental documents entered into between you and BVN TELECOM GROUP or that are otherwise applicable to your Services and/or expressly incorporated herein by reference and published from time to time (collectively, the "Agreement"), constitutes the entire agreement between BROADCAST VOICE NETWORKS, Inc., a (hereinafter referred to as "we," "us" or "BVN TELECOM GROUP") and the party set forth in the related registration order form or quote (hereinafter referred to as "you," "your", "user" or "Customer") regarding BVN TELECOM GROUP's Services (as defined herein), and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, the term "BVN TELECOM GROUP" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes Services or Devices to you in connection with this agreement.



2. DEFINITION

- 2.1 **“DEVICE”** means a BVN TELECOM GROUP–provided telephone, telephone adapter (“Adapter”), fax bridge, router, or other device used with the Services.
- 2.2 **“DOCUMENTATION”** means user manuals and other documentation relating to the Services, which are made available to Customer by BVN TELECOM GROUP accessible via the Internet, other electronic or digital means, or in the form of printed media.
- 2.3 **“SERVICES”** means the products and services that are being provided to you as described in any quote or order form, including, but not limited to, BVN TELECOM GROUP’s services, including, but not limited to, unified communication (voice), digital customer engagement, contact center, and vFax services, and any associated features, functionalities, software, hardware or web–based platforms. “Services” shall also include any additional Services provided to you as described in any addendum or amendment.
- 2.3.1 The following Services are subject to the service–specific terms and conditions (the “Service–Specific Terms”), which are linked below and integrated herein
- 2.3.2 UCaaS (VOIP) services
- 2.3.3 vFax Services
- 2.3.4 If you purchase a bundle or package of Services, your package may include components from multiple service types and, as such, multiple Service–Specific Terms may apply to your Services.
- 2.4 **“SOFTWARE”** means any proprietary software owned by, licensed by, or which BVN TELECOM GROUP has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Services.



- 3. REVISIONS TO TERMS AND PRICING:** From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference). Notice of revisions to the Agreement shall be posted on the BVN TELECOM GROUP Website (the "Website") and deemed given and effective on the date posted to the Website. Pricing is also subject to change at any time (except base service pricing for contracted quantities during the initial term of a Minimum Commitment Contract such as a BVN TELECOM GROUP Service Agreement), with or without notice. If you do not agree to a revision or pricing change (except for changes to taxes, surcharges, usage charges, and fees), you must terminate your Services immediately, subject to the Termination provisions provided in this Agreement. By continuing to use the Services after revision(s) and/or pricing changes are in effect, you hereby accept and agree to all such revisions and/or pricing changes.
- 4. CONSUMER REPRESENTATION:** You represent and warrant that your business address is in the United States. You represent and warrant that you are at least eighteen (18) years of age or, as applicable, the age of majority in the country, state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You represent and warrant that your name, user name, contact information and registered location are true and correct and, if you are entering into this Agreement on behalf of a company or another entity, you are authorized to act on behalf of that company or entity. You understand that BVN TELECOM GROUP relies on the information you supply and that providing false or incorrect information may result in delays in the provisioning or delivery of the Services, the suspension or termination of your Services and the inability of a 911–dialed call to be correctly routed to emergency service personnel where your Services include UCaaS (Voice) services. You agree to promptly notify BVN TELECOM GROUP whenever your billing information changes (including, but not limited to, your name, address, e–mail address, telephone number, and payment method, including credit card number and expiration date, if applicable). You agree to be financially responsible for your use of the Services as well as for use of your account by others.



5. USE OF SERVICE AND DEVISE

5.1 BUSINESS PLANS: Services are provided to you as a business user, for your business and home office use. This means that you are not using it for any personal, residential, nonbusiness and nonprofessional purpose. This also means that you are not to resell or transfer the Services to any other person for any purpose or make any charge for the use of the Services, without express written permission from BVN TELECOM GROUP in advance. BVN TELECOM GROUP reserves the right to immediately terminate, change the calling plan or modify the Services if BVN TELECOM GROUP determines, in its sole discretion, that you are using the Services for non-business or non-commercial use.

5.2 RESTICTIONS: You shall not: (a) copy or adapt the Software or the Services for any purpose, except as specifically permitted under this Agreement; (b) use the Software or Services except in accordance with all applicable laws and regulations, and except as set forth in the Documentation; (c) reverse engineer, translate, decompile, or disassemble the Software or Services; (d) use the Software or Servic in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; (e) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Software or Services; or (f) use or access the Software or Services to compete or enable others to compete with BVN TELECOM GROUP including, but not limited to, copying features, functionalities, graphics, of the Services, developing or modifying competing products and/or services, and **performing competitive analyses or benchmarking.**

5.3 USE RESPONSIBILITY: You agree that you are responsible for all use(s) related to your account. You understand this means that you accept full liability and responsibility for your actions or the actions of anyone who uses the Services via your account with or without your permission. You acknowledge that BVN TELECOM GROUP will be sending you information, including your password, via e-mail over the



Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Services, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by BVN TELECOM GROUP to authenticate customer calls and should not be shared.

5.4 USE OF SERVICE AND DEVICE BY CUSTOMER OUTSIDE THE UNITED STATES: While BVN TELECOM GROUP encourages use of the Services within the United States to other countries, BVN TELECOM GROUP does not presently offer or support the Services to customers located in any countries other than the United States except where expressly agreed by BVN TELECOM GROUP in writing. BVN TELECOM GROUP's Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of the Services, BVN TELECOM GROUP does not represent or warrant that use of the Services by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove any Device to a country other than the United States or use the Services from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. You also agree to indemnify us for any claims, damages or expenses resulting from your use of the Services outside of the United States. BVN TELECOM GROUP reserves the right to disconnect Services immediately if BVN TELECOM GROUP determines, in its sole and absolute discretion, that you have used the Services or the Device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely liable for any and all use of the Services and/or Device by any person making use of the Services or Device provided to you.



5.5 ACCOUNT OWNERSHIP: The owner of the account under which the Services are ordered shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with BVN TELECOM GROUP. If no legal entity is provided upon sign-up, the account owner shall be the owner of the credit card used to open such account, if applicable. Subsequent changes to ownership must be supported by appropriate legal documentation. BVN TELECOM GROUP shall not adjudicate ownership-related disputes, or any other internal business dispute. If BVN TELECOM GROUP is unable to determine the valid owner of the account, BVN TELECOM GROUP reserves the right to suspend or terminate the account and Services.

5.6 MULTI-LOCATION ACCOUNTS: BVN TELECOM GROUP may allow you to set up Services to multiple locations and/or subaccounts under your account. You understand that users on an account containing multiple locations or sub-accounts may be able to access data from or regarding other locations or sub-accounts under that account. This data may include, but is not limited to, customer proprietary network information (CPNI), personally identifiable information (PII) and/or protected health information (PHI). Further, users of an account containing multiple locations or sub-accounts may be able to add or remove Services at other locations or sub-accounts. By accepting a quote(s) or other agreement providing for multiple locations or subaccounts, you acknowledge the aforementioned service feature, and you agree to indemnify us for, and hold us harmless from, any claims, damages or expenses resulting from access by your users from one location or sub-account to other locations or sub-accounts on your account.

5.7 COMPATIBILITY WITH BROADBAND, CABLE MODEM AND OTHER SERVICES: There may be other third-party services with which our Services may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications or other content using the Services. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Services with any particular broadband service. You agree that you are solely



responsible for ensuring that the Services are interoperable with your internet service provider (ISP).

6. LENGTH OF SERVICE.

- 6.1 SERVICE TERM.** We provide the Services for the term that you have signed up for. Your term begins on the date you first ordered service (the "Subscription Date"). It is not the day you receive the Device you ordered or the first time you use the Services. You are purchasing the Services for the full service term as set forth in the Order.
- 6.2 AUTOMATIC RENEWAL.** The Services will automatically renew for subsequent terms of the same length as the initial term, excluding any promotional or "free" months of Services or initial or renewal term extensions, unless you cancel your Services by providing BVN TELECOM GROUP with notice as provided in Section 7.5 of this Agreement at least thirty (30) days before the end of the then current service term. Each renewal term begins on the day after the last day of the previous term. Any and all fees assessed to your account during the initial term and any renewal terms will be charged to your payment method on file, which may include any payment method automatically updated by your issuing bank. If you are paying by credit card and your credit card is declined, invalid, or payment is not timely made by the issuer of your credit card, without further notice BVN TELECOM GROUP reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Services are discontinued for nonpayment.
- 6.3 OUR RIGHT TO DISCONNECT.** You understand and agree that BVN TELECOM GROUP has the right to suspend, terminate or disconnect any part of Your Services generally at any time if:



- 6.3.1 We determine or reasonably believe that You are violating, or violated, any applicable law;
- 6.3.2 We determine or reasonably believe that You materially breached this Agreement and/or the AUP (as defined below);
- 6.3.3 We determine or reasonably believe that You used fraudulent means to pay for the Services, including use of a fraudulent credit card;
- 6.3.4 We determine or reasonably believe that You abused or harassed (verbally or otherwise) any BVN TELECOM GROUP employee, contractor, agent or representative;
- 6.3.5 We are ordered by law enforcement or other government agencies to suspend, terminate or disconnect your Services;
- 6.3.6 You bring any legal action or proceeding against BVN TELECOM GROUP, or participate in any class action lawsuit against BVN TELECOM GROUP;
- 6.3.7 A petition in bankruptcy is filed by or against You and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over You or Your material assets;
- 6.3.8 We determine that such action is necessary to protect, maintain, or improve the Services, to prevent fraud or misrepresentation, to protect BVN TELECOM GROUP, its customers or other third party BVN TELECOM GROUP affiliates, or for any other good cause.



6.3.9 You breached this Agreement or as otherwise contemplated by this Agreement.

6.3.10 You fail to make payment.

6.4 All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.

6.5 In order to terminate the Services, contact our Customer Care Department, via email at billing@bvntelecomgroup.com or by calling (305)590-8080, at least thirty (30) days prior to the expiration of the current service term. Please refer to the BVN TELECOM GROUP Cancellation Policy posted on our Web site at www.bvntelecomgroup.com. If you provide notice of termination less than thirty (30) days prior to the end of your then-current term, your Agreement will renew as provided herein, and the termination of your Services will be effective at the end of that renewal term.

7. DEVICES.

7.1 OWNERSHIP AND RISK OF LOSS. Upon full payment of all fees associated therewith, you will own any Devices that you purchase from BVN TELECOM GROUP and, in all events, you bear all risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices once BVN TELECOM GROUP ships the Device(s) to you. Returns of non-defective Devices outside of any initial 30-day money back guarantee period, if any, will not be accepted. Refer to the Cancellation Policy for more information.

7.2 RENTED DEVICES. Section 7.1 above will not apply to Rented Devices. Unless otherwise agreed upon, Customer agrees that within thirty (30) days after the expiration of the Term of any Device



Rental Agreement or termination of this Agreement, Customer will promptly return all Rented Devices to BVN TELECOM GROUP. Customer will be responsible for (i) any damage to the Rented Devices as assessed by BVN TELECOM GROUP upon receipt, (ii) the replacement cost of such Rented Devices if it is lost, misplaced, not delivered or stolen during transit, and (iii) shipping/handling costs. Customer agrees to pay the full retail cost for the repair or replacement of any Rented Device or part that is lost, stolen, damaged, modified, sold, transferred, leased, encumbered or assigned together with any costs incurred by BVN TELECOM GROUP in obtaining or attempting to obtain possession of any Rented Devices. For the purposes of this section "Rented Devices" means any Device leased to Customer by BVN TELECOM GROUP or BVN TELECOM GROUP agents or any other third-party with or without a separate charge or fee in connection with the Services.

7.3 PROMOTIONAL DEVICES. Devices provided to you at a discount or at no charge may be previously used, refurbished or reconditioned equipment. Unless otherwise provided in a Minimum Commitment Contract, discounted and free Devices not returned upon cancellation of the Services will be charged to the customer. See Cancellation Policy for details.

7.4 REPLACEMENT OF A DEFECTIVE DEVICE. Devices purchased from BVN TELECOM GROUP will be covered by their respective factory warranties, if any, only. BVN TELECOM GROUP does not offer any warranty in addition to, or in replacement of any factory warranties. If a factory warranty applies, then prior to returning the equipment, you must contact BVN TELECOM GROUP at support@bvntelecomgroup.com so that BVN TELECOM GROUP may determine whether a defect exists and to receive an RMA number, which is required along with the return. You must ship the equipment to the manufacturer at the address provided by BVN TELECOM GROUP in accordance with all RMA procedures. You have 7 days after receipt of an RMA to ship the equipment back to the manufacturer at the address we provide. You must pay all shipping fees. Once the manufacturer has received the equipment,



a replacement may, if eligible, be sent to you in accordance with the factory warranty, if any. If an advanced replacement is provided and the factory has not received the defective Device within 14 days or it was not in a returnable condition, (original carton, all packing materials and parts in the same condition in which you received them), then BVN TELECOM GROUP will charge you for the second device or for the missing parts. Notwithstanding the foregoing, nothing herein shall be construed as creating an obligation for BVN TELECOM GROUP to provide an advanced replacement, nor shall any action by BVN TELECOM GROUP be construed as a warranty determination or as otherwise guaranteeing eligibility for a replacement device or other warranty remedy.

7.5 RECEIP OF DAMAGES DEVICES. If you receive cartons or Devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. You must also keep the original carton, all packing materials, and parts in the same condition in which you received them from the carrier. You must then contact our Customer Care Department immediately [at support@bvntelecomgroup.com](mailto:support@bvntelecomgroup.com) for return instructions.

7.6 TAMPERIND WITH DEVICE. You may not change the electronic serial number or equipment identifier of your Device or perform a factory reset of your Device without first getting our written consent.

8. FEES AND CHARGES

8.1 FEES AND CHARGES. Your fees and charges may change from time to time, with or without notice (except base service pricing for contracted quantities will not change during the initial term of a Minimum Commitment Contract). Any pricing adjustment will be reflected in an invoice provided to you at the time of the pricing adjustment for your account. We may introduce or otherwise make available new and/or existing products and services at special introductory pricing. Introductory pricing will not be applied retroactively to existing services and may be applied for only limited periods of time. At our discretion, we may change, reduce, or discontinue introductory pricing. Certain service charges, such as



Regulatory Recovery Fees, Universal Service Fund fees, communication fee and E911 fees, where and as applicable, are subject to change from time to time and such changes are applicable to ALL Customers regardless of a Minimum Commitment Contract.

8.2 BILLING INCREMENTS. All billing policies are defined by the specific package the customer chooses. Please refer to the Web site for exact billing policies, or if not have been specified, it can be each year.

8.3 TAXES. Customer is responsible for, and shall pay are any applicable federal, state, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and other taxes, fees and charges as communications fee now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Services or a Device. Such amounts are in addition to payment for the Services or Device and will be billed to you. If Customer is exempt from payment of such taxes, you will provide BVN TELECOM GROUP with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date BVN TELECOM GROUP receives such certificate.

8.4 ACTIVATION FEE. One-time activation fees and any other installation fees that may apply are specified on estimated than you approved.

8.5 REGULATORY RECOVERY AND e911 FEE. A Regulatory Recovery Fee and e911 Fee shall be charged monthly for certain Services to offset costs incurred by BVN TELECOM GROUP in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses and in providing e911 services. These fees are not taxes or charges required or assessed by any government and are in addition to such taxes and charges. The Regulatory Recovery



Fee and e911 Fee may apply to every phone number assigned, including toll free and virtual numbers.

8.6 REINSTATEMENT FEE. Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee up to \$29

8.7 RETURNED CHECK FEE. BVN TELECOM GROUP may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a check, draft, or other payment.

9. BILLING AND PAYMENT

9.1 When you subscribe to that Services, you must give us a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. Fees may also include activation fees, porting fees, early termination fees ("ETF"), reinstatement fees, and returned check fees. We reserve the right to charge all fees to your payment method. We will bill monthly as due immediately usage-based charges and any other charges which we decide to bill as due immediately. Bills will be posted to the customer portal and emailed to the email address on record. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of \$20 per month. BVN TELECOM GROUP's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way BVN TELECOM GROUP's rights to collect any amount due. BVN TELECOM GROUP may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.



9.2 PAYMENT. When you subscribe to the Services, you authorize us to collect from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method.

9.3 COLLECTION. If we disconnect the Services, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit.

9.4 NOTICES. You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days' advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing from time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

9.5 BILLING DISPUTES. You must notify BVN TELECOM GROUP in writing within seven (7) days after receiving your credit card statement or from the time funds are debited from your bank account if you dispute any BVN TELECOM GROUP charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: billing@bvntelecomgroup.com BVN TELECOM GROUP will charge a late fee as described in Section 9.1 for a disputed amount if (1) it was not paid by the due date and (2) BVN TELECOM GROUP determines that you disputed the charge in bad faith.

9.6 PREPAID SERVICES. All prepaid fees being provided to you as described in any quote or order form and other payments by you under this Agreement are non-refundable and non-creditable.



10. PRICING AND PAYMENT

10.1 PRICES AND FEES. BVN TELECOM GROUP fees and charges for the Services are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable one-time and recurring charges. You further agree that any taxes and other charges, including but not limited to, account setup fees, Adapter fees, Device charges, shipping and handling and other nonrecurring charges will be charged to your payment method on file. Recurring charges will be billed and automatically charged to your payment method on file on the first day of every billing cycle. Your billing cycle will begin on the anniversary date of your subscription date as defined in section 7.1.

10.2 YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD (IF APPLICABLE) FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT. If you are paying with a credit card, you agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. If your issuing bank automatically provides us with an updated credit card, you agree that we may charge this new credit card for all amounts due to us without additional notice or consent. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable). If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Services until your account is paid in full.

10.3 CREDIT BALANCE ACCOUNT. Your credit balance account has been established to cover incidental charges on your account that are not covered by your subscription fee. For example, international calls, toll free charges, Directory Assistance calls and taxes related to these calls are automatically charged to your credit balance account. A certain credit limit will be set on your account



based upon your service plan and credit history. When the balance of your credit account reaches the credit limit, your account will be unable to make additional calls until the balance is paid down. You can make payments to reduce your credit balance account at any time by contacting our Customer Care Department at (305)590–8080 Or by email to support@bvntelecomgroup.com. Any credit balance used as of your subscription renewal or monthly anniversary date will be charged to the payment method on file.

10.4 CREDIT TERMS. All Services provided to You and covered by the Agreement shall at all times be subject to credit approval or review by BVN TELECOM GROUP. You will provide such credit information or assurance as is requested by BVN TELECOM GROUP at any time. BVN TELECOM GROUP, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.

10.5 DISCONTINUATION OF SERVICE FOR NONPAYMENT. The Services to you may be denied or discontinued without notice at any time in the event you fail to make payment, your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide BVN TELECOM GROUP your payment method, including credit card information if applicable. If the payment method is not resolved within 48 hours, BVN TELECOM GROUP will deactivate the Services. If your new payment method is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per minute calling plan at any time. You agree to pay all charges owed to BVN TELECOM GROUP, including but not limited to the reinstatement fee for reactivated services. In the event BVN TELECOM GROUP utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.



10.6 PROMOTION AND DISCOUNT. BVN TELECOM GROUP may limit the number of promotions and/or discounts you may be eligible for in a given period. Promotions and discounts may be cancelled or modified, and discounts may be reduced or eliminated, by BVN TELECOM GROUP at any time, with or without notice (except with respect to base service pricing for contracted quantities during the initial term of a Minimum Commitment Contract).

11. MANAGENT OF YOUR DATA AND COMPUTER.

11.1 SYSTEM MANAGEMENT AND SERVICE PERFORMANCE.

You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer, fax, telephone and software (as necessary), including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Services and to operate your computer. BVN TELECOM GROUP will only provide technical assistance with respect to your BVN TELECOM GROUP –provided Adapters and other Devices.

11.2 MONITORING OF NETWORK PERFORMANCE.

BVN TELECOM GROUP automatically measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. You hereby consent to BVN TELECOM GROUP 's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Services.

11.3 STORAGE OF USER INFORMATION.

BVN TELECOM GROUP is not obligated to store your communications logs, voicemails, faxes, e-mails, messages and/or other data and does so only as a convenience to you. You agree that BVN TELECOM GROUP has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails,



messages, and/or other communications or data maintained or transmitted by the Services. You acknowledge and agree that BVN TELECOM GROUP may establish limits as to the size of communications and/or data that BVN TELECOM GROUP transmits or stores and the duration for which BVN TELECOM GROUP stores any communications and/or data.

12. LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY, INDEMNIFICATION.

12.1 WARRANTIES.

12.1.1 BVN TELECOM GROUP MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. BVN TELECOM GROUP DOES NOT WARRANT THAT THE SERVICES OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. BVN TELECOM GROUP DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICES AND DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST BVN TELECOM GROUP TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.



12.1.2 WE WILL NOT GIVE YOU CREDIT FOR ANY INTERRUPTION OF BVN TELECOM GROUP SERVICES, INCLUDING INTERNATIONAL CALLING SERVICES.

12.2 LIMITATION OF LIABILITY.

12.2.1 IN NO EVENT SHALL BVN TELECOM GROUP BE LIABLE TO YOU, YOUR REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICES, THE USE OF OR INABILITY TO USE THE SERVICES, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICES, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. NOR SHALL BVN TELECOM GROUP BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICES, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO BVN TELECOM GROUP OR



CUSTOMER, AND ANY CAUSE THAT IS BEYOND BVN TELECOM GROUP 'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. BVN TELECOM GROUP SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO BVN TELECOM GROUP'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF BVN TELECOM GROUP'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. BVN TELECOM GROUP 'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE SERVICE CHARGES ACTUALLY PAID BY YOU TO BVN TELECOM GROUP FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR, WITH RESPECT TO CLAIMS RELATING TO THE FREE VERSION, ONE HUNDRED DOLLARS (\$100.00). THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL 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 BVN TELECOM GROUP WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE BVN TELECOM GROUP FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST BVN



TELECOM GROUP TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

13. INDEMNIFICATION AND WAIVER OF CLAIMS.

13.1 INDEMNIFICATION BY BVNTELECOM GROUP.

13.1.1 Subject to any limitation of liability described in this Agreement including, without limitation in Section 14.2 of this Agreement, BVN TELECOM GROUP agrees to indemnify, defend and hold you harmless at its expense any claim made or action brought or threatened against you based on an allegation that the Services infringe a patent, copyright, trade secret, or other intellectual proprietary right. BVN TELECOM GROUP shall have control of the defense and shall pay any amount awarded either as damages or costs in any such action provided that you promptly notify BVN TELECOM GROUP of the claim or action, and shall give BVN TELECOM GROUP the information and assistance it reasonably requests in defending and/or settling the action. BVN TELECOM GROUP may, at its sole option and expense, negotiate a settlement or compromise of the claim or action, provided such settlement or compromise includes an unconditional release of you. In the event that a settlement is reached or an injunction is obtained, prohibiting use of the Services, BVN TELECOM GROUP shall at its expense, procure for Customer the right to continue using the Services, or replace or modify it so that it is non-infringing provided that there is no material diminution in features, functionality or service level. If BVN TELECOM GROUP determines that neither of the foregoing alternatives is reasonably available and if the use of the Services is enjoined you shall cease using the Services and return to BVN TELECOM GROUP all copies, if any, of the Services or certify that they have been destroyed. In the event it is necessary to



cease using the Services, BVN TELECOM GROUP shall repay to you a pro rata portion of all license fees paid by Customer.

13.1.2 Exceptions to Indemnity. BVN TELECOM GROUP shall have no obligation under its obligations of indemnification with respect to any proceeding or claim of infringement based upon the following: (i) unauthorized modification of the Services by you, or (ii) combination, operation, or use of the Services with equipment, software and/or services not furnished, authorized, or contemplated by BVN TELECOM GROUP, or (iii) operation or use of the Services in a manner other than its intended purpose. BVN TELECOM GROUP shall also not have any indemnification obligations for any claims alleging that a Device and/or Services resold by BVN TELECOM GROUP infringe on a third-party's intellectual property rights.

13.2 INDEMNIFICATION BY CUSTOMER

13.2.1 YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICES AND/OR DEVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICES OR DEVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS BVN TELECOM GROUP AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS BVN TELECOM GROUP FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICES, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS,



THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

14. **CONTENT.** You are liable for all liability that may arise from the content you transmit to any person, whether or not you authorize it, using the Services or Device. You promise that you and anyone who uses the Services and all your and their content comply at all times with all laws, regulations, and written and electronic instructions for using the Services and the Device.
15. **PRIVACY.** BVN TELECOM GROUP Services utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that BVN TELECOM GROUP cannot guarantee that voice over IP communication is completely secure. You agree that BVN TELECOM GROUP may access all features of your account and the Services to determine whether the Services are being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT BVN TELECOM GROUP SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. BVN TELECOM GROUP is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with BVN TELECOM GROUP. BVN TELECOM GROUP will not sell, rent, or lease your personally identifiable information to others except as required by law or to satisfy regulatory requirements. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, BVN TELECOM GROUP may disclose personally identifiable information. Please refer to our Privacy Policy for additional information.
16. Certain BVN TELECOM GROUP 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 record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. BVN TELECOM GROUP 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 BVN TELECOM GROUP from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services. You agree that BVN TELECOM GROUP, may at its sole discretion, record any call between BVN TELECOM GROUP and You for BVN TELECOM GROUP quality control purposes.

17. **SOFTWARE COPYRIGHT** Any software used by BVN TELECOM GROUP to provide the Services and any software provided to you in conjunction with providing the Services are protected by copyright law and international treaty provisions. You may not copy the software or any portion of it. Furthermore, you may not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks provided to you as part of the Services.
18. Our Website content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.
19. **CUSTOMER DATA.** BVN TELECOM GROUP does not own: (i) any data, information or material that Customer submits to BVN TELECOM GROUP in the course of using the Services; or (ii) outputs which are specifically provided to Customer during the usual course of providing the Services except to the extent that such outputs incorporate BVN TELECOM GROUP's Intellectual Property ("Customer Data"). Customer hereby grants to BVN TELECOM GROUP a limited, non-exclusive, worldwide, royalty-free license to Customer Data for BVN TELECOM GROUP to provide Services. Customer further agrees and authorizes BVN TELECOM GROUP to use de-identified Customer Data for purposes of developing, optimizing and improving the



Services. Customer, not BVN TELECOM GROUP , shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. BVN TELECOM GROUP shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Upon termination of Customer's Services, Customer's right to access or use Customer Data immediately ceases, and BVN TELECOM GROUP shall have no obligation to maintain or forward any Customer Data. At our sole discretion, BVN TELECOM GROUP may retain Customer Data in accordance with BVN TELECOM GROUP 's data retention policies and our Privacy Policy.

- 20. THIRD- PARTY INTEGRATIONS.** Certain Services may be capable of being integrated with third-party services (each, a "Third-Party Integration") that are not provided by BVN TELECOM GROUP . By enabling or integrating the Services with a Third-Party Integration, Customer expressly authorizes BVN TELECOM GROUP to share all Customer Data and any other information necessary to facilitate the Third-Party Integration. Customer further understands and agrees that: (i) BVN TELECOM GROUP is not responsible for, nor does it make any representations regarding, any Third-Party Integrations; (ii) BVN TELECOM GROUP is not responsible for any loss, misuse, or other claims related in any way to the Third-Party Integration, including, but not limited to, any claims, losses or damages arising out of or related to any transmittal of Customer Data or other information to the provider of the Third-Party Integration; (iii) the provider of the Third-Party Integration is not a subprocessor of BVN TELECOM GROUP ; (iv) Customer is responsible for ensuring that adequate safeguards are in place with the provider of the Third-Party Integration to ensure that Customer's interests are sufficiently protected; (v) under no circumstances shall BVN TELECOM GROUP be liable to the Customer or any third-party for any loss, damage or claim arising out of or related in any way to the Third-Party Integration or the actions and/or omissions of the provider of the Third-Party Integration; and, (vi) Customer will indemnify, defend and hold BVN TELECOM GROUP harmless from and against any claims arising out of the Third-Party Integration.