

America's Phone Guys
Voice over IP Contract Terms of Service

These Terms of Service ("TOS" or "terms and conditions") constitute the agreement ("Agreement") between America's Phone Guys ("we" or "us") and the user's ("you," "user," "Subscriber" or "Customer") business services and any related products ("Devices") or services ("Service"). Please be aware that, any of the following actions, without limitation or qualification, constitutes your acceptance and agreement to be bound by and comply with all of the terms and conditions of service of this Agreement: (a) your submission of an order by signing our Proposal; (b) your accepting the terms and conditions, including electronically during the order process; or, (c) your use of the Service (as defined herein).

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ, UNDERSTAND AND FULLY ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT. If the individual who accepts these Terms is acting on behalf of a corporation, company, partnership, organization, association or other legal entity, then that individual hereby represents and warrants to America's Phone Guys that he or she has the authority to bind such entity. IF YOU DO NOT HAVE SUCH AUTHORITY, OR YOU DO NOT AGREE WITH THESE TERMS, THEN YOU SHOULD NOT ACCEPT THESE TERMS AND YOU SHOULD NOT ACCESS OR USE, OR AUTHORIZE ANYONE TO ACCESS OR USE, THE SERVICES.

Hard copies of these "Terms of Service" are available and will be provided to Subscribers only upon request. We recommend you make a copy of them on the day you sign our Proposal so that you have them for future reference.

The Terms of Service include the terms set forth herein, the Privacy Policy, and all other materials specifically referred to in this Agreement, all of which are incorporated herein by reference. This Agreement sets forth the Terms of Service under which you agree to use the Service and covers all of America's Phone Guys service plans. If you do not or are not willing to be bound in its entirety by these terms, do not proceed.

Please read all of the terms carefully because they affect the legal rights between you and America's Phone Guys by, among other things, (1) limiting America's Phone Guys' liability to you, (2) requiring arbitration of certain disputes, rather than jury trial, and (3) requiring payment of early termination charges or disconnect fees. THESE TERMS OF SERVICE ALSO INCLUDE IMPORTANT INFORMATION REGARDING YOUR ACCESS AND USE OF EMERGENCY SERVICES (i.e., 911), INCLUDING LIMITATIONS RELATIVE TO TRADITIONAL, WIRELINE EMERGENCY SERVICES.

1. GENERAL PRICING AND FEES

America's Phone Guys shall, itself or through one or more of its affiliates, vendors, subcontractors or other service-providers, provide the Services ordered by Subscriber from time to time in accordance with the terms and subject to the conditions of the Agreement. Subscriber shall be responsible for ensuring that its Internet connection, any local network equipment, hardware and software used in connection with the Services, and all related configurations, adhere to the minimum standards and technical requirements specified in applicable documentation and information provided by us.

When you subscribe to our Service, you authorize us to collect from your payment method (Credit Card or ACH), including, if applicable, Early Termination Fees, late fees, check return fees, recovery fees and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method.

1.1 Pricing

America's Phone Guys' prices are shown in your Proposal and you will be charged based on the Plan and Options you selected during the sales process. A Subscriber who selects a "Month to Month" Plan (a "Monthly Subscriber") will pay the monthly price(s) listed on the Proposal corresponding to the Plan and Option chosen by such Monthly Subscriber at the time of order. However, such monthly prices are subject at any time to increase to America's Phone Guys then current prices. A Subscriber who selects a "1, 2, 3 or 5-year Contract" Plan (a "Contract Subscriber") will pay the monthly price(s) listed on the Proposal corresponding to the Plan and Options chosen by such Contract Subscriber at the time of order. Such monthly prices for Contract Subscribers are guaranteed for the initial 1, 2, 3 or 5-Year Term. Following the initial Term, a Contract Subscriber will automatically renew for subsequent 1-Year Terms at the same rate, except where such renewals are prohibited by law, or subject to an increase in America's Phone Guys' sole and absolute discretion. In addition to regular fees set forth in the Proposal, you agree to pay all other charges, including but not limited to usage fees, applicable taxes, fees and surcharges, including charges imposed against America's Phone Guys by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis and may change at any time without notice; any variations will be reflected in your monthly charge. When possible, America's Phone Guys will break out such charges on the monthly invoice.

1.2 Taxes and Fees

You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or Devices. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payments of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.

Taxes and fees will cause some variation in the amounts of your monthly invoices. Monthly charges will vary at least quarterly based on the Federal Universal Service Fee's quarterly adjustment by the FCC. New taxes and fees are implemented by various jurisdictions regularly. America's Phone Guys will assess and remit these fees as part of the Service, but has no control over their implementation, the timing or amounts. These taxes and fees with the exception of a small telecom recovery fee are all assessed on a pass-through basis with no mark up.

1.3 Billing

All Subscribers are required to set up automatic payments via credit card. If payment via credit card is not possible, a monthly fee of fifteen dollars (\$15.00) will be assessed in addition to the charges and fees specified in the Proposal. This fee covers the manual process of receiving the monthly payments.

Prior to activation of the Service, you must provide us with a valid email address and a credit card number from a card issuer that we accept (Visa, Mastercard, Discover or American Express). We reserve the right to stop accepting credit cards from one or more issuers. If your credit card expires, you close your account, your billing address changes, or your credit card is canceled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your credit card, including but not limited to:

- activation fees;
- monthly Service fees;
- international usage charges;
- toll-free usage charges;
- advanced feature charges;
- equipment purchases when agreed to ahead of time;
- termination fees; and
- shipping and handling charges.

The amount of such fees and charges shall be disclosed in your signed Proposal. Notification of monthly invoices will be sent to you via your email address on file with us. We reserve the right to bill at more frequent intervals if the amount you owe us at any time exceeds \$250. Any usage charges will be billed in increments that are rounded up to the nearest minute.

1.4 Billing Disputes

Subscriber agrees to pay all charges due and payable under the Agreement without counterclaim, set-off or deduction, other than amounts disputed. Failure to pay in full may result in immediate suspension of services and America's Phone Guys shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable to Subscriber until the account balance is paid in full.

If Subscriber reasonably disputes an invoice, Subscriber must pay the undisputed amounts and provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of Subscriber's rights to dispute the charge unless otherwise provided by law. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period, Subscriber shall pay the full amount due within 10 days, otherwise America's Phone Guys may exercise any available remedies for breach (without regard to any further notice requirement or opportunity for cure under this Agreement, which shall be deemed waived).

All notices of disputed charges should be sent to:

America's Phone Guys
Attn: Accounts Receivable
P.O. Box 873279
Vancouver, WA 98687

- OR –

AR@AmericasPhoneGuys.com

1.5 Late Payments

If Subscriber does not make full payment for all billed charges by the due date, America's Phone Guys may restrict, suspend or terminate use of the service. America's Phone Guys may also apply any deposits or other payments made by Subscriber. If America's Phone Guys restricts, suspends or terminates Subscriber's services, America's Phone Guys may, at its sole discretion, choose to restore Subscriber's services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of America's Phone Guys' right to receive full payment for all charges due or again restrict, suspend or terminate the Services at any time for non-payment of unpaid charges. The failure of America's Phone Guys to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate services of such account for non-payment of current or future charges.

1.6 Termination Fee

If Subscriber elects to terminate this Agreement or any Service prior to the expiration of a Service's Initial Term, Subscriber must provide thirty (30) days advance notice and must pay the Early Termination Fees for each Service that has not completed its initial Term. The Early Termination Fees should not exceed the fees that would have been owed through the end of such Service's Initial Term of any agreed upon renewal of the Initial Term. Subscriber and America's Phone Guys agree that an Early Termination Fee is not a penalty but serves as an accurate approximation of the damages to America's Phone Guys that result from termination before the end of its Initial Term. Upon termination or expiration of this Agreement for any reason, Subscriber shall promptly pay all amounts owed through the month of termination as well as any applicable Early Termination Fees.

1.7 Money Back Guarantee; Limitations and Conditions

(a) Money Back Guarantee.

We offer Hosted VoIP subscribers a 30-day money back guarantee from the date of activation of the Service. The money back guarantee applies only to the first-ordered service package, not to additional or secondary orders. We will refund the activation fee and monthly charge for the first month of Service provided that:

- you have not exceeded 2,500 minutes of usage; and
- you cancel your Service within the 30-day period.

(b) Taxes are Not Refundable.

Federal excise taxes and all other applicable taxes cannot be refunded. You will remain responsible for any charges for usage fees including but not limited to local or international usage, toll-free usage, calls to directory assistance or operators. We reserve the right to terminate or revoke this money back guarantee at any time, without prior notice.

1.8 Payphone Charges

If you use our "Toll Free" feature or any toll-free feature that we offer in the future, we will be entitled to recover from you any charges imposed on us either directly or indirectly in connection with toll-free calls made to your number. We may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as we deem appropriate for the recovery of these costs.

1.9 Charges for Directory Assistance (411) and Operator (0) Calls

We will charge you \$1.25 for each call made to directory assistance. Directory Assistance is enabled by default on all new phone lines. Operator calls are billed at \$1.25 per call as well. Operator calling may be disabled on new phone lines but if so, it may be activated using the My Account Dialing Options.

1.10 Charges for Conference Bridge Calls

We will charge you for each caller who calls into your conference bridge and is not using America's Phone Guys' Service. The per minute usage fee will be calculated based on all off-network participants on the conference bridge.

1.11 Other - Including Charges for Fraudulent Use of Service

All prepaid fees and other payments by Subscriber under this Agreement are non-refundable and non-creditable. There are no pro-rated refunds for unused time. Unless otherwise states in the Proposal, America's Phone Guys will invoice and charge Subscriber monthly. Subscriber is responsible for paying monthly subscription fees while Services are suspended due to non-payment.

In the event that an account is terminated for any reason with an outstanding balance, America's Phone Guys will continue to electronically charge the credit card(s) on file for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for non-payment are subject to a twenty-five-dollar (\$25.00) reconnection fee. Any account which goes into collection status will be transferred to a collection agency and incur a fifteen-dollar (\$15.00) processing fee and all other applicable fees and charges. Subscribers must pay a twenty-five-dollar (\$25.00) service charge on disputed credit cards and credit card chargebacks. Past due accounts will accrue a monthly charge of 1.5% of the past due balance or ten dollars (\$10.00), depending on which of our carriers you are on.

Subscriber is responsible for all charges attributable to its account incurred with respect to the Services. Subscriber agrees to notify America's Phone Guys immediately, in writing or by calling the America's Phone Guys customer service department at (503) 577-2959 or (360) 904-6782, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. America's Phone Guys, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify and hold America's Phone Guys harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorized use.

If your Service is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts including, without limitation, collection costs and attorney's fees.

2. TERM

The term of your Agreement begins on the date that America's Phone Guys activates your Service and ends on the day before the anniversary date of your Term. Subsequent terms of this Agreement automatically renewing for twelve (12) months continue indefinitely unless you give us written notice of non-renewal at least thirty (30) 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 a termination fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite thirty (30) days' notice of termination prior to the expiration of the then-current term. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

3. TERMINATION BY SUBSCRIBER

Subscriber may terminate this Agreement at any time for any reason by providing America's Phone Guys with a thirty (30) day written notice in the form of a valid written termination request and paying all fees and other charges accrued or otherwise payable under the terms of this Agreement. Such thirty (30) day period begins on the date on which America's Phone Guys received Subscriber's valid written termination request. Notwithstanding notice by a Subscriber to terminate this Agreement, Services will remain in effect through the effective date of termination and the terms and conditions of this Agreement and applicable Service Orders will continue to apply to such services. **SUBSCRIBER MAY CANCEL SERVICE ONLY THROUGH THE METHODS SPECIFIED BELOW. FAILURE TO CANCEL IN ACCORDANCE WITH THIS SECTION WILL RESULT IN ONGOING SERVICE CHARGES, FEES AND TAXES.** A written termination request is valid only if it includes your account name as shown on your most recent invoice, date you wish the service to be cancelled and is submitted using one of the following approved methods:

VIA EMAIL: Service@AmericasPhoneGuys.com

VIA FAX: (360) 254-1967

VIA MAIL: America's Phone Guys

Attn: Service Department

P.O. Box 873279

Vancouver, WA 98687

Upon termination or cancellation of the Services, Subscriber shall discontinue use of any America's Phone Guys services including telephone numbers, log-ins, voicemail access or any web portal sites provided for America's Phone Guys subscribers. In the event Subscriber uses any ancillary services provided by America's Phone Guys, cancellation of services for any reason shall also result in cancellation of such ancillary services.

4. TERMINATION BY AMERICA'S PHONE GUYS

(a) Termination of a Single Subscriber.

If, in America's Phone Guys' sole and absolute discretion, (a) a Subscriber is in breach or any of the terms of this Agreement (including but not limited to the Acceptable Use Policy); (b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, America's Phone Guys' servers or other equipment, or the use and enjoyment of other users; (c) a Subscriber acts in an abusive or menacing manner when dealing with America's Phone Guys' technical support staff, Subscriber service staff, or any other America's Phone Guys employees or representatives; (d) America's Phone Guys receives an order from a court of competent jurisdiction to terminate Subscriber's Service; or, (e) America's Phone Guys for any reason ceases to offer the Service, then America's Phone Guys at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a

termination in accordance with this paragraph, Subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement, including without limitation the equipment charges set forth herein, if applicable. America's Phone Guys, in its sole and absolute discretion may refuse to accept a Subscriber's application for renewal or re-subscription following a termination or suspension of such Subscriber's use of the Service. If a Subscriber's Service is terminated for any reason, such Subscriber, upon approval by America's Phone Guys, may enter into a new Agreement and must pay a new set-up or activation fees as provided above. Upon the termination of a Subscriber's use of the Service, America's Phone Guys has the right to immediately delete all data, files and other information stored in or for the Subscriber's account without further notice to the Subscriber.

(b) Termination; Discontinuation of Service.

We reserve the right to suspend or discontinue the Service generally, or to terminate Service at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges.

5. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

5.1 Limitation of Liability

We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- an act or omission or an underlying carrier, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- 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;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power to you;
- outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
- any act or omission by you or any person using the Service or Device provided to you; or
- any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

5.2 Disclaimer of Liability for Damages

IN NO EVENT WILL AMERICA'S PHONE GUYS, ITS MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION TO THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY 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 PROFIT, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING 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 WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

5.3 Indemnification and Survival

(a) Indemnification.

You shall defend, indemnify, and hold harmless America's Phone Guys, its members, managers, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Devices.

(b) Survival.

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

5.4 No Warranties on Service

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICES 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 SUBSCRIBER'S REQUIREMENTS, WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER AMERICA'S PHONE GUYS NOR ITS MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES, DEVICES, OR PRODUCTS TO SUBSCRIBER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURED OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF AMERICA'S PHONE GUYS' OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY AMERICA'S PHONE GUYS OR AMERICA'S PHONE GUYS' AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

5.5 Device Warranties

(a) Limited Warranty.

Except as set forth herein, if you received the Devices new from us and the Devices included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Devices 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.

(b) No Warranty.

If your Device(s) did not include a limited warranty from us at the time of receipt, you are accepting the Device(s) "as is". You are not entitled to replacement, repair or refund in the event of any defect.

(c) Retail Customer Limited Warranty.

For Retail Customers only, we will provide a limited warranty on the Device as to manufacturing defects only for a period of one (1) year from the date of purchase. This Retail Customer 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 Retail Customer handling. A Retail Customer's sole remedy for any breach of this Retail Customer limited warranty is to obtain a repaired or replacement Device, by following the return procedures set forth in section 9.8. Retail Customer must include with the returned Device a letter stating that the Retail Customer is returning the Device for warranty repair or replacement and stating the nature of the defect. The Retail Customer limited warranty will also apply in lieu of the limited warranty included with the Device if such included limited warranty is less favorable to Retail Customer than that contained herein.

(d) Disclaimer.

OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE(S) AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR MERCHANTABILITY, FITNESS OF THE DEVICE 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 DEVICE(S) 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 DEVICE(S).

5.6 No Third-Party Beneficiaries

No provision of this Agreement 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

You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device(s) (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or your Users' use or content.

6. UNLIMITED OR UNMETERED PLANS

All unlimited or unmetered plans ("Unlimited Plans") are subject to all of the Prohibited Use and Reasonable Use limitations set forth in this Reasonable Use Policy. In addition, all unlimited or unmetered plans are subject to the following terms and conditions:

- Unlimited Plans are for normal business use.
- Unlimited Plans cannot, under any circumstances, be used for call-in lines, call centers, autodialing, fax blasting, telemarketing (including without limitation charitable or political solicitation and/or polling), junk faxing, fax spamming, or other high volume or multi-person calling or faxing purposes.
- Excessive Use of Unlimited Plans is prohibited. "Excessive Use" means that your use exceeds the monthly minutes per line used by 98% of all America's Phone Guys Unlimited Plan customers. Excessive Use is measured on a monthly basis. For example, if you use 7,500 minutes in one month per line and 98% of all America's Phone Guys Unlimited Plan customers used less than 7,500 minutes that month per line, your use would constitute Excessive Use and would be in violation of this Reasonable Use Policy.

6.1 Reasonable Use Limitations

Unusually high usage of the Service attributable to individual Accounts may impair America's Phone Guys' ability to provide the Services and/or indicate misuse of the Services. Accordingly, for all Service Plans, reasonable use means that your use of the Service does not materially impair America's Phone Guys' ability to provide the Service to other users.

America's Phone Guys reserves the right to review and monitor your usage of your Unlimited Plan at any time (i) to calculate Excessive Use and(ii) compliance with this Reasonable Use Policy, including that there is no Excessive Use.

Except where prohibited by law, if you violate this Reasonable Use Policy, including but not limited to by Excessive Use of the Service, you hereby acknowledge and agree that America's Phone Guys may modify, suspend, terminate, disconnect or take any other reasonable action regarding your Service to prevent continued violation of this Reasonable Use Policy (a "Plan Modification"), including charging you on per minute basis, at America's Phone Guys' published per minute rates, for any Excess Use or automatically converting your Unlimited Plan to a metered plan. You hereby agree to pay America's Phone Guys, and hereby authorize America's Phone Guys to charge your credit card for any additional fees, charges and penalties related to any Plan Modification.

7. INTERNATIONAL CALLING

International calling is disabled by default. Subscribers may enable or disable it at any time by contacting our customer service department at (503) 577-2959 or (360) 904-6782. It is enabled on a user by user basis. All international calls are billed at their respective international rates. You can contact us for specific rates if need be. These vary by country and dialing prefix codes. Any and all call charges are rounded to the nearest whole penny. All international calls are subject to an FCC-mandated Universal Service Fund recovery charge. This rate changes quarterly based on the information located on the FCC's website.

There is a select list of countries that are "blacklisted" due to high volumes of fraudulent calling that occur involving them. You may enable calling these places for a select user by calling our customer service department at (503) 577-2959 or (360) 904-6782 or emailing Service@AmericasPhoneGuys.com. These places are either all enabled or disabled. When you enable one, all are enabled. There is no way to enable these countries individually and you agree that you are doing so at your own risk.

8. EMERGENCY SERVICES – 911 DIALING

Most of our customers (other than those using WiFi or Softphone Devices) have access to either basic 911 or Enhanced 911 (E911) service. With 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. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must 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. As additional local emergency centers become capable of receiving our customers information, America's Phone Guys will automatically upgrade customers with basic 911 to E911 service. America's Phone Guys will not give you notice of the upgrade.

Certain customers do not have access to either basic 911 or E911 service. If you don't have access to basic 911 or E911 your 911 call will be sent to a 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. Examples of situations where 911 calls will be sent to a national emergency call center

include when there is a problem validating a customer's address, the customer is identified with an international location, or the customer is located in an area that is not covered by the landline 911 network. In addition, if you use a WiFi or softphone Device, due to the portable nature of these devices, your 911 calls will be routed to a national emergency center. Emergency personnel do not receive your phone number or physical location when you 911 call is routed to the national emergency call center.

Signing your Proposal indicates acceptance and understanding of our EMERGENCY 911 Dialing Notice and Terms of Service. 911Dialing is different than traditional 911 service. Due to an FCC ruling, you must acknowledge that you understand how our 911 Dialing works.

8.1 Non-Availability of Traditional 911 or E911 Dialing Service

The Service does not support traditional 911 or E911 access to emergency services in ALL locations. The 911 dialing may also not work at all when used in conjunction with WiFi, softphones, Virtual Numbers or Subscriber provided Customer Premise Equipment. Our 911 Dialing is not automatic; you must separately take affirmative steps, as described in this Agreement, to register the address(es) where you will use the Services in order to activate 911 Dialing. You must do this for each phone number that you obtain.

You shall inform any employees, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the possible non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of 911 Dialing as compared with traditional 911 or E911 dialing.

Each Device that you purchase/rent/lease should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 sticker"). It is your responsibility, in accordance with our instructions, to place the 911 Sticker on the devices that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer service department at (360) 904-6782 or (503) 577-2959.

8.2 Dialing 9-1-1

America's Phone Guys uses the same national 911 network that all traditional telephone companies use. Be aware that 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure your Devices prior to utilizing the Service, including 911 Dialing.

Service outages or suspensions or disconnections or service by your bandwidth provider or ISP will prevent all Service, including 911 Dialing, from functioning. Disconnection of your account will prevent all Service, including 911 Dialing, from functioning. Your ISP, bandwidth provider, or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. If you suspect this has happened to you, you should alert us to this situation, and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 Dialing, may not function. You acknowledged that America's Phone Guys is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, which may result.

In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charged unless and until you disconnect the Service in accordance with this Agreement. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement. 911 Dialing does not function if you change your phone number or if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register the location of use for each changed, newly added or newly ported phone number.

8.3 Registration of Physical Location is Required

We require you to provide the physical address(es) where you will be using our service for 911 purposes. For 911 and E911 calls, the address(es) is/are used to route 911 calls to your local emergency center. When you initially provide your physical address(es), it can take up to 120 minutes to verify your address(es) and activate 911 services.

You authorize us to disclose your name and address to third parties involved with providing 911 Dialing to you, including, by way or illustration, but not limitation, call routers, call centers, and local emergency centers.

If you move any device to another location (meaning a different address, office within the same building, or even a different area of the same floor), you must update your address(es) and or location(s) immediately. You may register only

one location at a time. If you do not update your location, your 911 calls may be sent to an emergency center near your old address. When you update your location, it can take several hours to activate 911 services at the updated address.

If you do not register your new location, any call you make using 911 Dialing may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service.

For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

8.4 Alternate 9-1-1 Arrangements

We contract with a third party to use the address of your registered location in order to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator may not have your address and may not have the phone number. You may need to provide your address and phone number in order to get help.

Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

Some local emergency response centers may decide not to have their general numbers answered by live operators for all 24 hours of each day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help.

If you are not comfortable with the limitations of the 911 Dialing service, you should make arrangements for an alternate means of accessing traditional 911 or E911 services and disconnect the 911 Service. You understand that additional arrangements need to be made to access emergency services. To access emergency services, you acknowledge and accept that it is your sole responsibility to purchase, with a third-party separately from America's Phone Guys, traditional wireless or wire line telephone service that offers access to emergency services. By agreeing to these terms of service and by your use of the Service, you acknowledge and accept that the Service may not support or provide emergency service at all times.

8.5 Network Congestion and Reduced Speed for Routing or Answering 911 Dialing Calls

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

8.6 Disclaimer of Liability and Indemnification

We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We expressly disclaim any and all responsibility for the conduct of such local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third-party data used to route calls is incorrect or yields an erroneous result. Neither America's Phone Guys nor any of its members or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service, unless such claims or causes of action arise from our gross negligence, recklessness, or willful misconduct. You shall defend, indemnify, and hold harmless America's Phone Guys, its members, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure, or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

8.7 Unprovisioned 911 calls

For each billing cycle, if a Subscriber places one or more 911 calls but, does not have a valid 911 address on file with America's Phone Guys, America's Phone Guys shall charge \$300 for each call placed. These charges are non-negotiable, and Subscriber waives the right to dispute these valid charges.

9. SERVICE

9.1 Use of Service and America's Phone Guys provided Devices

You shall not resell or transfer the Service or any Devices to another party without our prior written consent. You are prohibited from using the Service or Devices for autodialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or Devices for any of the aforementioned or similar activities.

9.2 Use of Service only

For Service only customers, you are responsible for supplying, operating and supporting the Customer Premise Equipment for use with the Service. In addition, any customer supplied equipment must be pre-approved by America's Phone Guys in writing. You shall not resell or transfer the Service to another party without our prior written consent. You are prohibited from using the Service for autodialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service for any of the aforementioned or similar activities.

9.3 Prohibited Uses

(a) Unlawful.

You shall use the Service and Devices only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or Devices for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or Devices for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, America's Phone Guys will provide information in response to law enforcement requests subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

(b) Inappropriate Conduct.

You shall not use the Service or Devices in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or Devices in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or Devices in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, America's Phone Guys will provide information in response to law enforcement requests subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

(c) Special Terms Related to Faxing.

There are laws and regulations in the US and other countries that regulate the sending of facsimiles ("faxes"). America's Phone Guys expressly forbids any unlawful use of its services which may violate any applicable law or regulation including the Telephone Consumer Protection Act. It is solely the responsibility of you and your company to ensure that all such laws and regulations, including and without limitation, regulation of unsolicited advertising, are adhered to. You and your company expressly absolve America's Phone Guys of all responsibility for your use of our fax Services and warrant that you are in full compliance with all laws and regulations regarding sending faxes.

Subscriber represents and warrants that it will contractually require and use reasonable efforts to enforce that you and your end-users:

1. Only use our Fax Service for lawful purposes and that its use of our fax Services will be in compliance with all federal, state and local laws and regulations including, without limitation, the provisions of the Telephone Consumer Protection Act.
2. Will not use our fax services to transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, federal or other law or regulation.
3. Will not use our Fax Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of such right holder.

4. Will comply with all applicable laws, regulations and conventions, including those related to data privacy, international communications, exportation of technical and personal data, and the sending of certain unsolicited faxes.

(d) Call Recording Disclaimer

America's Phone Guys provides a function that allows Subscriber of the Service to record telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary state by state. Subscriber is solely responsible for applying the local laws in the relevant jurisdiction when using this feature.

This feature is provided "as-is" ad without warranty of any kind. The use of this and all America's Phone Guys features or Services are subject to our Terms of Service.

9.4 Use of Service and Devices by Customers Outside the United States

Although we encourage you to use the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States and Canada. If you intend to use the Service or Devices outside of the United States or Canada, you must obtain prior written permission to do so from America's Phone Guys. If you use the Service or Devices outside of the United States or Canada, without prior written consent, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or Devices outside of the United States or Canada without prior written consent from America's Phone Guys.

9.5 Copyright; Trademark; Unauthorized Usage of Devices; Firmware or Software

(a) Copyright; Trademark.

The Service and Devices and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our website are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, tradenames, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) Unauthorized Usage of Device; Firmware or Software.

You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Devices, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Devices are exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Devices for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

9.6 Tampering with the Devices or Service

You shall not change the electronic serial number or the equipment identifier (MAC address) of the Devices or perform a factory reset of the Devices without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the Devices. In the event of such termination, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

9.7 Theft of Service

You shall notify us immediately, in writing or by calling our customer service line, if any Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account information and a detailed description of the circumstances of the theft, fraudulent use or unauthorized use of the Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as we receive notice of theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

9.8 Return of Devices (Does not apply to Customers who use Devices not provided by America's Phone Guys directly)

A customer may only return Devices to our main office at 1503 SE 103rd Ave. Vancouver, WA 98664. Returns must be received within fourteen (14) days of the termination of Service to receive any credit for the termination fee (See Section 1.6) provided that:

- the Service is terminated within the first thirty (30) days following the activation of the Service;
- the Devices are in their original condition, reasonable wear and tear excluded;
- all parts, accessories and documentation are returned with the Devices;
- prior to returning Devices to us, you obtain a valid return authorization number from our customer service department, which can be reached at Service@AmericasPhoneGuys.com or (360) 904-6782; and
- you pay all costs of shipping or delivering the Devices back to us.

If you disconnect multiple lines, we will issue you a credit for all termination fees upon receipt of all Devices in accordance with the requirements set forth above.

If you have received cartons or Devices that were visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact our customer service department immediately at Service@AmericasPhoneGuys.com or (360) 904-6782.

9.9 Number Transfer upon Termination of Service

Upon the termination of your Service, we may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

- such new service provider is able to accept such number;
- your account has been properly terminated;
- your account is completely current, including for payment for all charges and applicable termination fees; and
- you request the transfer upon terminating your account.

9.10 Service Distinctions

The Service is not a telecommunications service and we provide it on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

9.11 Ownership and Risk of Loss

You will bear all risk of loss of, theft of, casualty to or damage to the Devices from the time they are shipped to you until the time (if any) when they are returned to us in accordance with this Agreement.

9.12 Directory Listings

The phone numbers you obtain from us may or may not be listed in any telephone directories depending on which carriers' services are utilized. If directory listing is important for you, you must notify us of this prior to signing your Agreement. Phone numbers transferred from your local phone company may, however, be listed regardless. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

9.13 Incompatibility with Other Services

(a) Security Systems.

The Service may not be compatible with security (including fire alarm) systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security or fire alarm system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

(b) Certain Broadband and Cable Modem Services.

You acknowledge that the Service presently may not be compatible with some broadband services. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

10. MISCELLANEOUS

10.1 Governing Law

The Agreement and the relationship between you and us is governed by the laws of the State of Washington without regard to its conflict of law provisions. To the extent court action is initiated to enforce and arbitration award or for any other reason consistent with Section 9.3, you shall submit to the personal and exclusive jurisdiction of the courts located within the state of Washington and waive any objection as to venue or inconvenient forum.

10.2 Mandatory Arbitration and No Jury Trial

Any dispute or claim between you, any member of your business, or any guest or employee of you and us arising out of or relating to the Service or Devices will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Vancouver, Washington. 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. Judgement 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. You 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, CLARK COUNTY WASHINGTON.

10.3 No Waiver of Rights

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

10.4 Entire Agreement

This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on your Proposal constitute the entire agreement between you and America's Phone Guys and govern the use of the Service by you, members of your business, employees and guests. This Agreement supersedes any prior agreements between you and America's Phone Guys and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

10.5 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.

11. FUTURE CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on www.AmericasPhoneGuys.com. America's Phone Guys will make best efforts to notify Subscribers in advance via email regarding changes to the terms and conditions of this Agreement. Such changes will become binding on you on the date they are posted on our website and no further notice by us is required upon your 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 Devices and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Devices.

12. PRIVACY

America's Phone Guys Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. America's Phone Guys is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our website at www.AmericasPhoneGuys.com for additional Privacy Policy information.