

PREMIUM CHOICE BROADBAND VOIP SERVICES AGREEMENT (Effective November 3, 2016)

PLEASE READ THIS AGREEMENT CAREFULLY.

BY USING THE SERVICES, AS DEFINED HEREIN, YOU ACKNOWLEDGE THAT (i) YOU ARE AN ADULT (18 YEARS OR OLDER) AND (ii) YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH BELOW AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND AS AMENDED BY V V D FUNDING, LLC d/b/a PREMIUM CHOICE BROADBAND ("PCB") FROM TIME TO TIME. BY PLACING AN ORDER FOR THE SERVICES, YOU ACKNOWLEDGE THAT PCB WILL COMMENCE PROCESSING SUCH ORDER AND WILL INCUR EXPENSES AND OBLIGATIONS IMMEDIATELY. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICES AND YOU SHOULD CANCEL YOUR ORDER. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, PCB WILL BE UNDER NO OBLIGATION TO PROVIDE YOU WITH THE SERVICES. THESE TERMS AND CONDITIONS ARE SUBJECT TO REVISION FROM TIME TO TIME BY PCB. THE LATEST VERSION OF THE TERMS AND CONDITIONS MAY BE FOUND AT <http://www.premiumchoicebroadband.com/contracts>.

Terms and Conditions

1. **Definitions:** This VoIP Services Agreement (the "Agreement") shall serve as confirmation of your VoIP service order with PCB and your acceptance of such order, including acceptance of all of the terms and conditions ("Terms and Conditions") set forth herein, as well as our Acceptable Use Policy posted on our web site. You hereby authorize PCB to provide you with the Services (as defined below) for period agreed to by you upon placing an order for the Services.
2. **Service:** You agree to purchase Voice Over IP, or VOIP, service ("Services") from PCB. The Services include voice over IP for local, domestic toll, and certain international calling originating from locations within the United States. It also includes certain calling and call management features which PCB may in its sole discretion, add, modify or delete from time to time. Services by PCB are for your sole use and not for resale of any kind without the prior written consent of PCB, which may be given or withheld in its sole discretion. In the event you attempt to resell the Services, PCB may, at its sole discretion, increase the fees associated with the Services or terminate the Services.
3. **Term of Agreement:** This Agreement has an initial term of one month (the "Initial Term") and will continue on a month-to-month basis thereafter. After the Initial Term, either party may terminate this Agreement effective upon the last day of the month following at least thirty (30) days prior written notice of termination. The Initial Term begins the day your Services are successfully installed by PCB, as recorded in its database. If PCB cannot successfully deliver the Services, this contract is deemed terminated without penalty or cost.
4. **Rates and Payment Terms:** The rates for VOIP services ("Rates") are set forth on the PCB website. The Rates will be in effect for the Initial Term, and may be changed by us after the end of the Initial Term by giving you written or e-mailed notice of the new Rates at least thirty (30) days before their effective date. In addition to the Rates, we will bill you for all required federal, state, county, and local taxes, fees and other charges. Charges for the Services will begin when the Services are installed. Payment for the Services is due monthly. You may pay by eCheck or any major credit card or debit card.
5. **Default and Remedies:** You will be in Default of this Agreement 1) if payment for any Services has not been made within two (2) days after we have sent you a notice via e-mail that such payment is overdue and 2) for any other breach of this Agreement that is not remedied within ten (10) days after notice of such breach; or 3) for any breach of our Acceptable Use Policy for our Internet Access Service. If you are in Default of this Agreement, we may terminate all Services under this Agreement without further notice to you. Late payment will result in a fee of \$15.00 which is applicable in the event of: expired credit & debit cards or returned bank drafts (eChecks).
6. **Emergency Service - 911:** 911 is the official national emergency number in the United States. Dialing 911 quickly connects a caller to a Public Safety Answering Point dispatcher ("Dispatcher") trained to route that call to the local emergency medical, fire, and law enforcement agencies.
 - (A) **Required Registration of Location.** Many, but not all, 911 systems now automatically report the telephone number and location of 911 calls made from wire line phones ("e-911"). If i-911 is available within your 911 system, it will work with the Services only if you register the physical location where you will be using the Services with that phone number. If you move the Equipment to another location, any call that you make using the i-911 system may result in emergency service being sent to the registered address rather than the new location. It is your responsibility to register your physical location by visiting, <https://ptnpayments.com/i911/index.php>. PCB has no responsibility for registering your physical location for these or any other purposes.

If you have moved the Equipment to another location, you must register your new physical location, via the website of <https://ptnpayments.com/i911/index.php>.

If you do not register your physical location by visiting, <https://ptnpayments.com/i911/index.php>, and a call is placed to 911, it will result in a fee of \$45.00 to be charged to the payment information on your account.
 - (B) **Other Limitations.** 911 services will not function if your or other Equipment fails or is not configured correctly or if your Services are not functioning for any reason, including, but not limited to: a loss of electrical power or power outage, broadband service outage, or suspension or disconnection of your Services. If there is a loss of power or power outage, you may be required to reset or reconfigure your Equipment prior to being able to use your Services, including for 911 purposes.
 - (C) **Network Congestion; 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 Services as compared to 911 dialing over traditional public telephone networks.
 - (D) **Disclaimer, Indemnity.** PCB does not have any control over whether, or the manner in which, calls to 911 using the Services are answered or addressed by any local emergency response center. PCB disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. PCB relies on third parties to route calls to local emergency response centers and to a national emergency calling center. PCB disclaims any and all liability or responsibility in the event such third party routes calls incorrectly or yields an erroneous result. PCB disclaims all liability for any Services outage and/or inability to dial 911 using your Services or to access emergency service personnel due to the 911 dialing characteristics and limitations set forth in this Agreement or resulting from the Services. You agree to defend, indemnify, and hold harmless PCB, its officers, directors, employees, affiliates and agents and any other service provider who

furnishes services to you or to PCB in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party relating to or arising out of 911 dialing using the Services.

- (E) **Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 dialing service using the Services, you should obtain an alternate means of accessing 911 services or discontinue your use of the Services.
7. **Warranties – Equipment:** With respect to the Equipment owned by PCB, PCB will match the manufacturer's warranty for as long as you subscribe to our Services. For equipment supplied by PCB that is owned by you, such as a wireless router, PCB will match the manufacturer's warranty for thirty (30) days from the date of purchase except to the extent that applicable law may require a longer period. Warranty coverage by PCB shall not apply if: 1) Your equipment has been subjected to unusual physical stress, misuse, neglect, or abuse; 2) the Wireless Service or related equipment has been installed, repaired or altered by anyone other than our technical support technicians or our subcontractors or affiliates, without our prior written approval; 3) the Wireless Service or related equipment is used in violation of applicable law or in violation of instructions furnished by us, if any. Our sole liability and obligation in the event of a warranty claim is replacement of the defective equipment. The foregoing limited warranties shall be in lieu of and shall exclude all other express or implied warranties, including without limitation, warranties of merchantability and fitness for a particular use or purpose.
8. **Use of Services:** Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to PCB's Acceptable Use Policy ("AUP") as set forth on PCB's web site at <http://www.premiumchoicebroadband.com/contracts>. Transmission of any material in violation of federal or state law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.
9. **Service Distinctions:** The Services are not a telecommunications service and we agree to provide the Services on a best efforts basis. Circumstances beyond our control may affect the Services, such as maintenance of your equipment, power outages, fluctuations in the internet, and your underlying broadband service.
- (A) **Regulatory Distinctions.** The Services are subject to different regulatory treatment than telecommunications service. This different treatment may limit or otherwise affect your rights of redress before regulatory agencies.
- (B) **Privacy and Security.** VOIP communication utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that PCB cannot guarantee that VOIP communication is completely secure. PCB respects your privacy and treats the content of all communications as private, except as provided in this Agreement or as may be required by law.
- (C) **International Service.** We do not presently offer or support the Service in any countries other than the United States. The 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 VOIP services, PCB does not represent or warrant that use of the PCB Service by you is permitted by any other jurisdictions or by any or all the ISPs. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. We reserve the right to disconnect your Services immediately if we determine, in our sole and absolute discretion, that you have used the Services or the Equipment in violation of laws of jurisdictions outside the U.S.
- (D) **Interruptions in Service.** The Services are provided via networks, facilities and equipment that provide the accepted industry standard levels of usability, quality and connectivity as per Federal and State Regulatory requirements. PCB does not guarantee uninterrupted usability, quality or connectivity of Services. You may experience an intermittent, partial or complete interruption in usability, quality or connectivity (collectively, "service disruption") of the Services.
- (E) **Port Blockage.** Your internet or broadband provider or other third party may intentionally or inadvertently block the ports over which the Services are provided or otherwise impede the usage of the Services. In that event that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Services are impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Services, including the 911 dialing feature, may not function.
- (F) **Power or Internet Outage.** You acknowledge and understand that the Services do not function in the event of interruption of your broadband or high speed Internet access service, or in the event of power failure. Should there be an interruption in the power supply, the Services will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Services.

You acknowledge that the Services should not be used as your primary method to monitor medical equipment. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Services.

10. **Termination for Convenience:** PCB reserves the right to terminate the Services upon notice to you for any reason and at any time.

Company Name (commercial accounts only): _____

Your Signature: _____

Print Name: _____

Title (commercial accounts only): _____

Date: _____

By signing this contract you agree to the Terms and Conditions of this Agreement and the Acceptable Use Policy of PCB.