



Terms and Conditions of Service with 2talk LLC

1. General

These Terms and Conditions set forth the agreement (the "Agreement") between 2talk, LLC ("2talk", us or we) and the user ("you," your, "user" or "Customer") regarding the provisioning of 2talks retail Voice over Internet Protocol (VoIP) communications services and any related equipment or services ("Service"). The Customer or user is further defined to include (a) the person identified in 2talks account records as responsible for payment of all charges; or (b) any other person with actual or apparent authority to represent that person or to use the Service.

By enrolling in or using 2talks service, you acknowledge that you have read and understand this agreement and you agree to the rates, charges and other terms and conditions in the agreement and for the service that you have chosen and that you are of legal age to enter in to such an agreement. If you are not willing to be bound by this agreement or if you are not of legal age, do not enroll in the service.

The Agreement governs the Service and any devices, such as the Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service.

2talk may change the Terms and Conditions of this Agreement from time to time without advance notice. Any notice will be posted on the 2talk website at www.2talk.com and/or given via e-mail to the e-mail address registered by the Customer with 2talk. The Agreement currently posted on the website amends and supersedes previously posted Agreements.

2. 2talk Emergency Calling Service & E911 Service

Important Notice:

You must register on the 2talk website the location where your Service is being utilized in order to receive Enhanced 911 (E911) service. E911 routes your call to a Public Safety Answering Point (PSAP) that provides the person answering your 911 call with your phone number and registered address. If you change locations you must update your registration on the 2talk website or the person responding to your emergency call may come to the wrong address. If the registered address is not accurate, the person placing the emergency call must provide the correct address where emergency help is needed to the person who answers the call at the PSAP.

Your initial registered location must be provided at the time that you sign up for Service on

our website. You may update your registered location at any time by going to www.2talk.com, login with your phone number and password and update your E911 registered address. Your change of registered address will be effective within one business day. You may also change your registered address by e-mailing 2talk at support@2talk.com. Your change of address will be effective within 2 business days.

As set forth on the www.2talk.com website, 2talk charges a monthly fee, per line, of \$1.50 for E911 or Emergency Calling Service (ECS).

You acknowledge that you understand that E911 service may not be available if:

- A. You are not located at your registered address when the 911 call is made;
 - B. You use a telephone number with an area code outside of the area in which you are actually located;
 - C. Your broadband connection fails or volume is heavy on the network;
 - D. You lose electrical power; or
 - E. There is a delay in making your registered address available to the appropriate data base.
 - F. You acknowledge that 2talk does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional 911 or E911 services.
 - G. Consequently, by enrolling in the Service you acknowledge that you have read and understand the limitations on E911 through 2talk.
 - H. You agree to make all users of the Service including, children, babysitters, elderly persons, employees, agents and visitors aware of the limitations of the E911 service.
3. **No Warranties on the Service or Equipment**

2talk makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of service or equipment for a particular purpose, title or non-infringement of any warranty arising by usage or trade, course of dealing or course of performance. 2talk does not warrant that the service or equipment will operate without failure, delay, interruption, error and omission, degradation of voice quality or loss of content, data or information.

4. **Limitation of Liability**

Neither 2talk nor its managers, members, governors, directors, employees, affiliates or agents, or any other service provider or vendor who furnishes services, equipment, devices, or products to Customer for provision of the Service will be liable for unauthorized access to Customers transmission facilities or premises or equipment or alteration of customers data files, programs, regardless of whether such damage is a result of 2talks or its service providers negligence. Further, neither 2talk nor its managers, members, governors, directors, employees, affiliates or agents, or any other service provider or vendor who furnishes services, equipment, devices, or products to Customer for provision of the Service will be

liable for any interruption, degradation of voice quality, delay or failure of Service, including 911 Service or for infringement of rights or violation of law for the content of any communication. **In no event shall, 2talks liability under this Agreement exceed the charges for Service during the affected period, but not to exceed charges for 30 days.**

In no event shall 2talk be liable for any indirect, incidental, exemplary, punitive or other consequential damages, whether or not foreseeable, including, but not limited to damages for loss data, goodwill, profits, savings, revenue, or harm to business, whether under contract, tort (including negligence) strict liability or any cause whatsoever.

5. Indemnification

Customer agrees to defend, indemnify and hold harmless 2talk, its managers, members, governors, directors, employees, affiliates or agents, or any other service provider or vendor who furnishes services, equipment, devices, or products to Customer related to the Service from any and all claims, losses, damages, fines, penalties, costs, expenses, including reasonable legal fees, by or on behalf of Customer or user of the Service (whether or not such usage is expressly authorized by Customer) and/or all such aforementioned claims and losses by and behalf of any third party.

6. Term of the Agreement

A. If Customer provides his/her own communications Device(s):

The Service is offered on a monthly basis for a term that begins on the date that 2talk activates your account (the "Activation Date") and ends on the day before the same date in the following month. The Activation Date will begin on the date that you sign-up for the Service. The Agreement will renew automatically on a monthly basis without further action by Customer. If you do not wish to renew the Agreement you must give 2talk at least 30 day notice that you wish to cancel the Agreement. Notice of cancellation of Service must be given by e-mailing 2talks Customer Service Department at support@2talk.com. You are purchasing the Service for full monthly terms, meaning that if you terminate Service before the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, plus any applicable disconnect fee (as described in the rate schedule on the last page of this Agreement below), all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. As the subscriber and operator or administrator of this equipment, you are responsible for maintaining the security of the equipment, including but not limited to the physical and network security elements of your device.

B. If 2talk provides the Customer with a communications Device or Devices:

Service is offered for a one-year term beginning on the date that 2talk activates your

account (the Activation Date). The Activation Date will be within 7 days after you sign up for the Service. During the first 30 days from the date when you are able to begin using the Service and Devices (the Service Commencement Date), you may terminate the Agreement risk-free for any reason subject to the terms of the Money Back Guarantee described in subparagraph D below. After the first 30 days, any cancellation during the one-year term will be subject to a Disconnect Fee of \$75. At the end of the initial one-year term, this Agreement will automatically renew on a monthly basis unless you cancel the service by e-mailing 2talks Customer Service Department at support@2talk.com. During renewal periods, if you terminate Service before the end of a monthly term, you will be responsible for the full months charges to the end of the then-current term, including without limitation unbilled charges, all of which immediately become due and payable.

The Customer must return Devices to 2talk and Devices must be in the original packaging with the UPC or bar code intact, and postmarked or shipped within fourteen (14) days of cancellation. All components, manuals, cables, transformers and registration card(s) must be included and Devices must be in good working condition, as determined by 2talk. Devices must be returned with a valid return cancellation confirmation number authorization number obtained from the 2talk Customer Service Department. A Fee of \$75.00 will be charged if any Device is not returned in accordance with the forgoing requirements as described in this clause. The Customer must ship and insure the Devices at the Customer's cost and the Customer bears all risk of loss if the devices should fail to be delivered to 2talk for any reason. 2talk recommends shipment by a means that has a tracking number. Devices supplied by 2talk are 2talks property.

Expiration of the term, or termination of Service, does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

C. MONEY BACK GUARANTEE

2talk offers a 30-day Money Back Guarantee from Activation Date, applicable to one primary line per account, but not to additional or secondary lines. Under the terms of the Money Back Guarantee, 2talk (a) refunds the activation fee, if one applies; any fee for the Device, if one applies; the monthly recurring charges for the first month of service; fees, taxes, and surcharges incurred for services within the plan; and any charges you paid to us for Devices or for shipping or taxes, and (b) 2talk waives the Disconnect Fee. Customer is responsible for any call charges outside the plan for domestic and international calls, toll free service, or directory assistance. The Money Back Guarantee does not apply to Customers who have exceeded normal use of the Service as described in Clause 6 below.

All cancellations will be effective on the date that an e-mail is received by 2talks Customer Service Department at support@2talk.com, Monday to Friday between 9 a.m. and 9 p.m. PST, and Saturday and Sunday between 9 a.m. and 5 p.m. PST.

Cancellations will be effective on the date that you cancel your service with the 2talk Customer Service Department and receive a cancellation confirmation number. The disconnection of the Service can take up to three (3) business days from the time of the cancellation, and the Customer will be responsible for paying and the Customers credit card and will be billed for service usage in any part of that period that follows the end of the initial 30-day (MONEY BACK GUARANTEE) period.

In order to qualify for the Money Back Guarantee, the Customer must return Devices to 2talk. All returned Devices must be in the original packaging with the UPC or bar code intact, and postmarked or shipped within fourteen (14) days of cancellation. All components, manuals, cables, transformers and registration card(s) must be included and the Device must be in good working condition, as determined by 2talk. The Device must be returned with a valid return cancellation confirmation number obtained from the 2talk Customer Service Department. Customer is responsible for paying for the return shipping of the Device. A Fee of \$75.00 will be charged if the Device is not returned in accordance with the forgoing requirements as described herein. The Money Back Guarantee will not be honored if Customer fails to meet all above requirements. Refunds will be issued within 60 days after account cancellation in accordance with the foregoing procedures.

We have the right to discontinue or revoke our 30 day Money Back Guarantee at any time, without prior notice.

7. Rates, Charges and Calling Plans

A. Location of 2talks rates

2talks rates, charges and calling plans are set forth on the 2talk website and are hereby incorporated in this Agreement by reference. They are subject to change without advance Notice. Current rates will be posted on the 2talk website at www.2talk.com.

B. Normal use of Service

Any unlimited calling plans are subject to normal use of Service.

Unlimited minutes on 2talks plans are available on the basis of reasonable use. If you use the service in a way that is inconsistent with the normal use for your service or plan we may:

- i. monitor and investigate your usage; and
- ii. suspend and/or withdraw the Service; or
- iii. charge our standard per minute rate for additional calls.

8. Payment for Service

2talk service operates on a pre-pay basis. Payment for Service (and Equipment, if applicable) shall be made by credit card on the 2talk website. 2talk accepts the following credit cards for payment: Visa, MasterCard and American Express. Monthly fees will be paid in advance of service being rendered and you will be required to maintain a positive pre-pay balance to make calls to destinations not covered by your plan.

If your credit card information is stored at our website, monthly fees may, at your option, be paid by automatic debit two (2) days before the bill cycle and/or when your prepaid balance falls below a customer set level, 2talk will automatically top up your account by charging the funds needed to your stored credit card.

If your credit card information is not stored, you may go to the 2talk website and manually top up your account.

2talk accepts no responsibility for failure of auto top up or auto debit. Your account balance must be positive in order to make calls.

You agree to notify 2talk of any change in your credit card or other billing information in a timely fashion, such the charges will be not rejected on the credit card on file with 2talk. You may update your billing information by logging into the 2talk website at www.2talk.com.

9. Passwords

You will be asked to create a password in order to gain access to your account information on-line. You agree to keep all passwords and account information confidential and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality and for all activities that occur under your password. You must immediately notify us if you suspect any breach of security such as loss, or unauthorized disclosure or use of your password and account.

10. Termination for breach

A. Termination for non-payment

2talk may immediately terminate your Service upon notice by e-mail to the e-mail address for Customer in its records, if any charge to your credit card on file with 2talk is declined or reversed, your credit card expires and you have not provided 2talk with a valid replacement credit card or in case of any other non-payment of account charges. You will continue to be liable for any unpaid charges until the balance is paid in full, including costs of collection and reasonable attorneys fees.

B. Termination for other reasons

2talk reserves the right to discontinue furnishing Service, cancel your account, and/or block your access to 2talks network, without incurring any liability,

immediately and without notice if 2talk deems that such action is necessary to prevent or to protect against fraud or to otherwise protect 2talk's Service, Equipment, network, personnel or agents.

11. Loss of service due to power failure or loss of network connection

The Service will not function without power or a broadband connection to the Internet. Should there be an interruption in the power supply or broadband Internet service, the Service will not function until power and your broadband Internet service is restored. A power failure or disruption may require you to reset or reconfigure equipment before using the Service. As indicated above, power failures and network disruptions will also prevent dialing to obtain emergency service and emergency numbers such as 911. You are responsible for maintaining electrical power and a broadband Internet connection to support the Service. **Further, you acknowledge that 2talk is a VoIP service and that you must have a functioning high-speed internet service broadband or DSL, required for your Service to operate.** You are responsible for subscribing to and paying for your high-speed Internet access in order to use the 2talk Service. The quality and reliability of your 2talk service is highly dependent on the data speed, quality and reliability of your high-speed Internet connection. It is your responsibility to report and resolve any quality and connectivity issues related to your high-speed Internet connection with your Internet service provider.

12. Force majeure

If 2talks performance under this Agreement is restricted or interfered with, in whole or part, by causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, cable cut, power failure, network failure, storm or other similar occurrence, any law, order, regulation, request of the United States government, or of any agency, court, or other instrumentality or civil or military authority, or by national emergency, insurrection, riot, war, strike, lockout or work stoppage or other labor difficulties, supplier failure or shortage or breach or delay, then it is excused from its performance on a day-to-day basis to the extent of this restriction or interference. The obligation to provide Services is subject to and contingent on the continuation of 2talks agreements with its underlying service providers to provide services at the current rates and on the same conditions under which the service providers are currently providing or offering to provide the services. Any changes in, or termination to, those agreements, will relieve 2talk of its obligations and all liability under this Agreement.

13. No credit allowance for interruption of service

You acknowledge and agree that no credit allowances for interruption of Service, including international calling services, will be provided by 2talk.

14. Theft of service and/or equipment

You agree to notify 2talk immediately, in writing, by electronic mail if any Equipment provided

by 2talk is stolen or if you become aware at any time that your Service is being stolen or used fraudulently. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you.

15. Phone number transfer upon termination of service

If you desire to cancel your Service and use your 2talk phone number with your new carrier, it is your responsibility to ensure that the number has successfully transferred or ported prior to canceling your account with 2talk. **Cancellation of your 2talk account prior to confirmation from your new provider that the telephone number has successfully transferred may result in an inability for 2talk to transfer your number and the potential loss of your number. Failure to cancel your account with 2talk after successfully transferring to another provider may result in continued monthly charges by 2talk for which you will remain responsible.**

16. Service distinctions, including no operator services, no collect calling, lack of directory listings, non-voice equipment limitations, incompatibility with certain broadband, cable modem and other services

You acknowledge and understand that the Service is not a telephone service. Important distinctions exist between landline telephone service and the VoIP Service offered by 2talk. Operator services and collect calling are not available through the Service. The phone numbers you get from 2talk will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.

You acknowledge that our service may not be compatible with all non-voice communications equipment, including but not limited to security systems, TTY, medical monitoring equipment, certain versions of TiVo, satellite television systems, PBX, Centrex, other private telephone networks, fax machines, credit card terminals or computer modems. You waive any claim against 2talk for interference with or disruption of these services and equipment, as well as any claim that 2talk is responsible for any disruption to your business, if applicable.

You acknowledge that that the Service presently is not compatible with AOL cable broadband service. There may also be other services with which our service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using our Service. We do not warrant that our Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of our Service with any particular broadband service.

Our Service is subject to different regulatory treatment than landline phone service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies. The difference in 911 calling is addressed above. The distinctions listed above are not intended to be an all-inclusive list, additional technological distinctions exist as well.

17. Billing disputes

If you wish to raise a billing dispute, you must notify us by e-mail at support@2talk.com,

within 30 days of your account being charged or you will be deemed to have waived your right to a refund.

18. Litigation and attorneys fees

In the event Customer fails to pay for the Services or otherwise breaches the Agreement and 2talk takes action to enforce the Agreement or recover damages or monies due as result of the breach, 2talk is entitled to recover the costs of enforcement and/or collection and reasonable attorneys fees from the Customer. The Customer consents to the jurisdiction of the state or federal courts of California as the venue for any legal action and waives all defenses of lack of personal jurisdiction and forum non conveniens.

19. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to its conflict of laws principles and rules.

20. Entire agreement

These Terms and Conditions constitute the entire Agreement between you and 2talk, and supersede any and all prior agreements, oral or written, concerning the subject matter.

21. Assignment

Customer may not assign this Agreement. Any attempt to assign this Agreement by Customer is void. However, in its sole discretion, 2talk may assign this Agreement. 2talk will notify you if it assigns this Agreement.

22. No waiver of rights

If either party fails to enforce any right or remedy under this Agreement, that does not waive the right or remedy for any other breach or failure.

23. Severability

If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without affecting the validity or enforceability of the remaining parts or provisions of this Agreement.

24. Headings of no force or effect

Headings in this Agreement are for convenience only and have no effect on the meaning of any provision.

25. Notices

Notices to 2talk shall be given:

- A. By e-mail to notices@2talk.com or
- B. At the following address:

2talk, LLC
121 Torrance Blvd, Suite 103,
Redondo Beach, CA 90277

Notices to the Customer shall be given:

- A. To the e-mail address that the Customer registers with the 2talk website and/or
- B. By posting notice or amending the Agreement on the 2talk website.

26. Rates, charges and calling plans

Rates, charges and calling plans will be available at www.2talk.com.

Billing Increments

If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent. We bill usage charges in full minute increments. We round partial minutes up to the next full minute, unless we state otherwise in the rate schedules on our web site.

Calls to International Mobile Telephones

Advertised rates for international calls are generally the rates charged for calls to landline telephones. Some calls to international mobile telephones are charged a different (usually higher) rate than calls to landline telephones. These rates are subject to change and are not subject to our control. We will attempt to publish the most accurate rates.

Timing of Calls

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom 2talk must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge 2talk for a completed call. In these situations, 2talk will charge for the call when the call is answered.

Taxes and Third Party Fees

2talk may amend its fees to collect surcharges, taxes and fees charged by governments or

other interconnecting carriers. Federal, state and local governments may assess taxes, surcharges, or fees, or all of these, on your use of the Service. These charges may be a flat fee or a percentage of your 2talk charges and may change without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable taxes, fees, or charges for your subscription, use, or payment for the Service or your Device. These amounts are in addition to the payment for the Service or Devices. We will bill these charges to your payment method according to the terms in this Agreement. If you are exempt from payment of any of these taxes, you must provide us with a copy of the certificate that satisfies the legal requirements attesting to tax-exempt status. Tax exemption will only apply from the date we receive your certificate.

No Refunds for Prepaid Services

2talk will not refund any Service fees or any other amounts you prepay for Service.

No Credit for Non-Usage or Misdialing

Neither non-usage of the Service nor misdialing while using the Service entitle you to a credit for, or refund of, any portion of a payment made to 2talk.

By signing below, you agree to the Terms and Conditions of Service with 2talk, LLC.

Printed Name

Title

Company Name

Authorized Signature

Date