

The use of services provided by VoIP My Way constitutes agreement to these terms. BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

E911 Service

VoIP My Way provides you with phone services over your broadband connection. There is an important difference between the VoIP My Way service and the phone service provided over a traditional phone line — this difference is that the 9-1-1 dialing feature with VoIP My Way has important limitations that you should be aware of and that you advise others that may use the VoIP My Way service in your residence or business.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE VoIP My Way SERVICE BY LOGGING INTO YOUR CONTROL PANEL AND PROVIDING A VALID PHYSICAL ADDRESS.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE VoIP My Way SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION.

**** E911 is not guaranteed on our Free Service offering. Additional limitations are as follows:**

If you lose power or there is a disruption to power at the location where VoIP My Way is used, neither VoIP My Way nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the VoIP My Way device prior to utilizing the service, including the 9-1-1 dialing feature.

If your Internet connection or Broadband Service is lost, suspended, terminated or disrupted, neither VoIP My Way nor the 9-1-1 dial feature will function until the Internet connection or Broadband Service is restored.

If your VoIP My Way account is suspended or terminated, the VoIP My Way service outage will prevent the 9-1-1 dialing feature from functioning. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing VoIP My Way as compared to traditional 911 dialing over traditional public telephone networks.

You are responsible for the accuracy and the completeness of the address that you submit to VoIP My Way for the location at which VoIP My Way will be used and to which emergency service will be sent in

the event that you use the VoIP My Way 9-1-1 dialing service. You are responsible for updating and of the advising us of any and all changes to the address or location at which VoIP My Way will be used. VoIP My Way uses a third party to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither VoIP My Way, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents 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 VoIP My Way 9-1-1 dialing service unless such claims or causes of action arise from VoIP My Way's gross negligence, recklessness or willful misconduct. You agree to release, indemnify, defend and hold harmless VoIP My Way, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, VoIP My Way 911 dialing feature or service or access emergency service personnel.

Equipment

VoIP My Way provides all customers with a telephone adapter and soft phone solution for a fee to use to connect to our service. This device once purchase becomes the property of the person who purchased it.

While using the device with VoIP My Way Service users must not attempt to reset the device to a factory default setting by using the "reset button" on the back of the device. If a user resets the device using this reset button, VoIP My Way will NOT issue a replacement and the device will need to be shipped back to VoIP My Way at the user's expense for reprogramming. A \$25 administrative fee will be charged for this programming. Service credits will NOT be issued for the time the service is down due to the user-initiated device reset.

The use of any other third party devices (such as ATAs) or software (such as Asterisk) is allowed. But is not supported by VoIP My Way pass providing documentation for devices we have tested. You are responsible for the security of our own devices and are responsible for stolen service such as use of minutes, international calls and so on.

Miscellaneous

VoIP My Way reserves the right to refuse to provide service to anyone at its sole discretion with or without reason. VoIP My Way also reserves the right to terminate accounts with or without reason at its sole discretion. If VoIP My Way terminates service for any reason other than a Terms of Service violation, the customer will receive a full prorated refund for any prepaid service. If VoIP My Way terminates service for Terms of Service violation, the user is not entitled to any refund.

Support

VoIP My Way provides support for using our service and provided hardware only. We do not provide troubleshooting or support for routers, computers or internet connections. The provided phone adapter has a built in router is designed to be connected directly to a modem and then your existing router or computer connected to the built in router. If you connect the VoIP My Way adapter to an existing router, we cannot provide troubleshooting for your router if service does not work properly.

Service Limitations

Due to the nature of all VoIP services, VoIP My Way service is not designed to be used for data connections with modems, home security systems, fax machines and related devices. It is optimized for voice only and you may experience issues and inconsistencies when using VoIP My Way service in non-voice scenarios.

Residential Use Only

VoIP My Way residential services are intended for normal residential or light home office use only. Any other use is strictly prohibited. VoIP My Way uses automated systems to monitor usage to detect patterns which are typical of non-residential use such as autodialing, continuous call forwarding, frequent, excessively long calls to single numbers, etc. The VoIP My Way Residential Unlimited plan is designed for customers with average usage of under 1,500 minutes per month. Accounts exceeding 1,500 minutes per month on a regular basis may be subject to review and reclassification. VoIP My Way shall have sole discretion to determine whether service is being used for residential purposes or not.

Business Use Only

VoIP My Way business services are intended for normal business use only. Any other use is strictly prohibited. The VoIP My Way Business Unlimited plan is designed for customers with average usage of under 3,500 minutes per month. Accounts exceeding 3,500 minutes per month on a regular basis may be subject to review and reclassification. VoIP My Way shall have sole discretion to determine whether service is being used for residential purposes or not. VoIP My Way does not provide business services at this time. Businesses are required to follow all local and federal laws on calling customers such as but not limited to the "Do Not Call List"

Cancellations

All cancellations must be made online at www.VoIPMyWay.com for more information regarding cancellation procedure, please email support@VoIPMyWay.com or submit a ticket through our ticket system.

Billing

Accounts renew automatically unless canceled. Accounts will renew on or around the anniversary of your initial order based on your selected term. All VoIP My Way services are prepaid at least one month in advance. If you have a credit card on file, VoIP My Way will bill you automatically when charges are due. Customers are responsible for all international calling usage charges and premium calls (such as 411) billed to their accounts. VoIP My Way will bill your credit card automatically for these charges automatically. These charges may be delayed at our discretion or billed at any point immediately following the completion of such calls.

Annual promotional plans for residential service will renew at standard pricing after the first 12 months. Promotional pricing is applicable to the first year only unless otherwise stated.

If you do not have a credit card on file and use another accepted payment method such as PayPal which may require manual payments to be made, it is your responsibility to ensure that you have a positive account balance at all times. VoIP My Way is a prepaid service and does not provide a grace period for billing. If invoices are not paid by the due date, your account may be subject to immediate disconnection and a \$5 late fee.

Right to Refuse Service

VoIP My Way reserves the right to refuse to provide service to anyone at its sole discretion with or without reason. VoIP My Way also reserves the right to terminate accounts with or without reason at its sole discretion. If VoIP My Way terminates service for any reason other than a Terms of Service violation, the customer will receive a full prorated refund for any prepaid service. If VoIP My Way terminates service for Terms of Service violation, the user is not entitled to any refund.

Privacy

VoIP My Way utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. VoIP My Way makes no claims with regards to the privacy of voice packets transmitted over public networks.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold VoIP My Way harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against VoIP My Way, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless VoIP My Way against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with VoIP My Way; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;

Binding Arbitration

By using any VoIP My Way service, you agree to submit to binding arbitration. If any disputes or claims arise against VoIP My Way or its subsidiaries, its agents, its employees, its officers, or its owners, such disputes will be handled by an arbitrator of VoIP My Way's choosing. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of PA. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause.

Disclaimer

VoIP My Way shall not be responsible for any damages you or your business may suffer. VoIP My Way makes no warranties of any kind, expressed or implied for services we provide. VoIP My Way disclaims any warranty or merchantability or fitness for a particular purpose. Since we use the public internet to delivery service, we cannot guarantee uptime or availability of service.

Change of Terms

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 our website. These changes will become binding and effective the date they are posted to our website. 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.

By signing this and submitting it to VoIP My Way you are agreeing to be held responsible for complying with our TOS and your card being charged for services you have purchased from us. This includes any additional fees you may have using our service.

Sign: _____

Name: _____

Date: _____

Attach a copy of your state issue ID to this form along with a copy of your receipt of service and fax it to us at 717-723-9902 to complete your order.

*If a ID is not attached your account may not be activated until corrected