

ATCC TERMS OF SERVICE VoIP Service Plan

These Terms of Service constitute the agreement between Allied Telesis Capital Corp. (ATCC) and the user of ATCC's communications services and any related products or services. This agreement governs both our service and any ATCC-approved or ATCC-provided devices used with our service. It applies to all lines on each ATCC account. ATCC is sometimes referred to as "we," "us," "our," or "ATCC" and the user is sometimes referred to as "you," "your," or "user," or "customer".

By subscribing to or using our service, you agree to these Terms of Service. Terms of Service shall be periodically updated and published on the ATCC web page.

EMERGENCY SERVICES - 911 DIALING.

911 DISCLOSURE

Because this is an Internet Based product, 911 emergency services are not supported. This product is intended to supplement traditional telephone service and is not a substitute for that service. Subscriber agrees to maintain traditional telephone service for emergency services purposes.

CUSTOMER SERVICE.

We offer varying types and levels of customer service depending on a number of factors, including the service you are using and the problems you are experiencing. For more information on our customer service, please review the "Help" section of our web site. We assume no obligation to provide support services for any third party products or services, or for problems with our service caused by third party products or services. Unless you have entered into a separate services agreement with us, we may change the customer service options at any time.

SERVICE

Service Distinctions. Our service is not a telecommunications service, and we provide it on a best efforts basis. There are important distinctions between a telecommunications service and our service. Our service is subject to different regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies. Our service requires a high speed broadband connection. Events beyond our control may affect our service, such as power outages, fluctuations in the Internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our service.

Residential Use of Service and Device. If you subscribe to our residential service plans, we provide you with service and the device solely for normal residential, non-commercial use. If you subscribe to a service plan which permits use of more than one device with the same voice line, the basis for assessing such use will not change.

Inconsistent with Normal Use. If you use the service or the device in a way that is inconsistent with the normal use for your service or plan, you will be required, at ATCC's sole discretion, to pay the rates for the service or plan that would apply to the way you used the service or device, or terminate the plan. For example, if you subscribe to one of our residential service plans, and you are notified that your usage is inconsistent with normal residential use, you may thereafter be required to pay our higher rates for commercial service for all periods in which your use of our service or the device was inconsistent with normal residential use. More than 2,000 minutes per line per month for unlimited residential US calling and more than 5,000 minutes per line per month for unlimited US small business calling will not be considered normal use. The creation or use of related multiple accounts or excessive residential lines to circumvent these levels shall also be considered inconsistent with normal use. Usage over these levels or other inconsistent use will result, in ATCC's sole discretion, in immediate mandatory transfer to another appropriate plan, suspension or termination of service. You acknowledge that if your service is terminated under this provision, you are subject to all applicable termination charges. Prohibited uses of include:

- Commercial, not-for profit, governmental use or other similar use;
- The use of the service at a multi-residential address for more than one single residence; or

- The use of the service by others who do not reside in your personal residence primarily by reason of its unlimited feature

No 0+ or Operator Assisted Calling;

May Not Support x11 Calling. Our service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, or calling card calls. Our service may not support 311, 511, and other x11 services. Our service does not support specified dialing such as 911.

No Directory Listing. The phone numbers you get from us will not be listed in any telephone directories.

Incompatibility With Other Services.

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

Certain Broadband, Cable Modem, and Other Services. There may also be 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.

Passwords. You will be asked to create a password in order to gain access to your account information on-line or when contacting a ATCC agent by phone. 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.

Changes to Service Plans. Your service plan includes terms and conditions such as monthly service allowances and features, and the charges associated with those allowances and features, all as described in the materials made available to you on your subscription date. You acknowledge that your service plan is also subject to these Terms of Service. Our service is subject to our business policies, practices and procedures, which we can change at any time without notice. Unless otherwise prohibited by applicable law, we can also change the terms and conditions of your service plan (such as features and prices) at any time, with or without notice. If we do give you notice, it may be provided on your account web page or monthly bill, in a newsletter, in a mailing, by e-mail, or other communication permitted under applicable law.

LENGTH OF SERVICE.

Service Term. We provide our service to you indefinitely. Your service term refers to the period of time for which we will bill you periodically in advance (for example, one month or one year). The service term is the term that you selected from the options available when you signed up for our service. Your first service term begins on the subscription date, which is the date you first ordered service or the date we successfully process your payment, whichever is later. It is not the day you receive the equipment you ordered or the first time you use the service. Your service will continue until canceled by you or by us as provided for herein. Please note that the obligations of this agreement begin on your subscription date and are indefinite.

Automatic Renewal. Your service term automatically renews for the same term unless you contact us to cancel your service before the end of your then current service term. The renewal begins on the day after the last day of your service term.

Our right to disconnect. We have the right to suspend or discontinue service generally, or to disconnect your service, at any time. In addition, we reserve the right to immediately disconnect your service at any time for the following reasons:

- Unlawful or inappropriate use
- Non Payment
- Violation of laws or regulations
- Inconsistent Usage
- Tampering

Fees upon disconnection.

Disconnection by you. If you attempt to disconnect service before the end of your current service term, you will be responsible for all the charges for your current term, including unbilled charges, plus any disconnection fee. In addition, if you disconnect service that is based on a commitment before the end of the commitment, you agree to pay us the applicable recovery fee.

Disconnection by us without a reason. If we discontinue service generally, or disconnect your service without a stated reason, you will only be responsible for the charges that have accrued through the date of the disconnection, including a pro-rated portion of the final service term charges, and any recovery fees.

Disconnection by us with a reason. If we disconnect your service for any of the reasons listed in section 6.4 above, you will be responsible for all charges through the end of your current service term, including unbilled charges, plus any disconnection and any recovery fees.

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

Number Transfer or "Port" on Service Disconnection.

Single line Accounts. You may be able to take, or "port," your current number to another service provider. If you ask your new service provider to port a number from us, and we receive your request from the new service provider, we will terminate our service for that number upon successful completion of the port. Once your service is terminated and the port is completed, you will remain responsible for all charges and fees through the end of that billing cycle, including any cancellation fees. If a port is unsuccessful for any reason, your service and your agreement with us will not terminate, you will remain a ATCC customer, and you will continue to be responsible for all charges and fees associated with your ATCC service.

Multiple-line Accounts. If you request your new service provider to port a number from us and you have multiple numbers assigned to your account and/or additional devices such as the WiFi or Softphone on your account, you are required to inform us of your intent to terminate all the services on your account, prior to the successful completion of the requested port or we will select the most appropriate billing plan for any remaining numbers and/or devices on your ATCC account, and you will continue to be responsible for all the charges and fees associated with the remaining services on your ATCC account. Once the port of the requested number is completed, you will remain responsible for all charges and fees through the end of that billing cycle, including any cancellation fees applicable to the ported number.

Termination of Service. In order to terminate your service, you must contact our Customer Care Department, via telephone. Our Account Management Department is available to assist you Monday-Friday 10:00 a.m. – 6:00 p.m. GMT + 9 Hours (Tokyo Standard Time).

DEVICES

Limited Warranty. Except as set forth in these Terms of Service, if you received a device from us and the device included a limited warranty from another person (such as the manufacturer) at the time you received it, you should

read the separate limited warranty document you got with the device for information on the limitation and disclaimer of certain warranties. We will provide a limited warranty on the device only for manufacturing defects for a period of 1 year from your subscription date.

Repair or replacement. Your only remedy for any breach of any limited warranty or other breach of any duty regarding a device is to get a repaired or replacement device by following our return procedures. This limited warranty applies in place of the limited warranty included with the device if the included limited warranty is less favorable to you than this warranty.

Receipt of damaged devices. If you receive cartons or devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. You must also keep the original carton, all packing materials, and parts in the same condition in which you received them from the carrier. You must then contact our customer care department immediately.

Ownership and Risk of Loss. You will own your device and bear all the risk of loss, theft, or damage.

Tampering with the Device. You may not change the electronic serial number or equipment identifier or encryption keys or other authentication or technical data of your device or perform a factory reset of your device without first getting our written consent.

Prohibited Devices. You are prohibited from using ATCC services with any devices other than ATCC-approved devices received from retailers or from us.

Disclaimer. Other than express warranties for the device in the documentation that comes with your device and the retail customer limited warranty in this agreement, following the term of the limited warranty, we make no warranties of any kind, express or implied, and specifically disclaim, following the term of the limited warranty, any warranty of 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 or any firmware or software is "error free" or will meet your requirements. This section does not limit any disclaimer or limitation of warranty in the documentation provided with your device.

FEES, TAXES, AND OTHER CHARGES.

Fees and charges. We will publish on our web site the fees and charges. These fees and charges may change from time to time. We may introduce new products and services at special introductory pricing. At our discretion, we may change introductory pricing. Where required by law, we will send notification of invoices to your email address on file with us. We reserve the right to bill you more frequently if you owe us more than \$75.

Billing increments. 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. We bill fractional usage charges in full cents.

Taxes. Governments may assess taxes, surcharges, or fees, or all of these, on your use of our service. These charges may be a flat fee or a percentage of your ATCC 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 our service or your device. These amounts are in addition to the payment for your service or devices. We will bill these charges to your payment method according to the terms in this agreement.

Activation Fee. We may charge you a one-time activation fee for residential and business accounts and any other activation fee that may apply to the particular features or service that you select.

Recovery Fee. If you disconnect service based on a commitment before the end of the commitment period, you agree to pay us the applicable recovery fee. A recovery fee is equal to the difference between the price you paid and the regular price of the good, service, or other benefit you received. Any recovery fees are cumulative and are in addition to any other amounts you may owe us, including any disconnection fees.

No Credit Allowances or Refunds for Prepaid Service Plan Customers. Subject to our money back guarantee and law, we will neither credit nor refund any service fees or any other amounts you pay for any prepaid service plans.

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 us.

BILLING AND PAYMENT

Your Account, Your Responsibility. The owner of an ATCC account is responsible for any and all use made of the account. Thus, any violation of these terms and conditions by an account will be held by ATCC to be the responsibility of the owner of the account, regardless of if the owner of the account was personally responsible for the violation and any charges incurred through the use of the service shall be your responsibility.

Billing. We will bill you for each term of service. When you subscribe to our service, you must give us a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. We will bill monthly as due immediately usage-based charges and any other charges which we decide to bill as due immediately. Bills will be sent to the email address on record.

Payment. When you subscribe to our service, you authorize us to collect from your payment method. This authorization will remain valid until 30 days after you terminate our authority to charge your payment method. We will then charge you any disconnection fee and any other outstanding charges and disconnect your service.

Collection. If we disconnect your service, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

Notices. You agree to promptly update your account information whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit/debit card number and expiration date). You acknowledge and agree that ATCC will be sending you information regarding your service, including via e-mail, over the Internet. If notices are sent by us to the last email address provided by you, you agree that we have provided sufficient email notice and you waive any rights to assert failure of notice.

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

Billing Disputes. If you want to dispute any ATCC charges on your statement, you must notify us within 7 days after you receive your statement from your bank or credit card issuer. If you do not dispute the charges within 7 days, you waive any right to contest the charges.

PROHIBITED USES; UNLAWFUL USES AND INAPPROPRIATE CONDUCT.

Lawful purposes only. You may use our service and your device only for lawful, proper and appropriate purposes. You may not use our service or your device in any way that is illegal, improper or inappropriate including but not limited to activities that are:

- Threatening

- Abusive
- Harassing
- Defamatory
- Libelous
- Deceptive
- Fraudulent
- Invasive of another's privacy, or similar behavior

In addition, you shall not use our service for:

- Auto-dialing
- Continuous, or extensive call forwarding
- Inbound/outbound centralized or distributed call center activity
- Telemarketing, including charitable or political solicitation or polling
- Fax or voicemail broadcasting
- Fax or voicemail blasting

You may not use your service to:

- Impersonate another person
- Send bulk unsolicited messages
- Use robots, data mining techniques or other automated devices or use any automated means to manipulate our service
- Use our service to violate any law, rule, or regulation
- Violate any third party's intellectual property or personal rights
- Exceed your permitted access to our service

Monitoring. We may monitor the use of our service for violations of this agreement. We may remove or block all communications if we suspect a violation of this agreement, or if we think it necessary in order to protect our service, or ATCC, its parent, affiliates, directors, officers, agents, and employees from harm.

Providing information to authorities and third parties. If we believe that you have used our service or your device 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 consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP address(es), email address(es), registered address, and all other account information, as follows:

- in response to law enforcement or other governmental agency requests;
- as required by law, regulation, rule, subpoena, search warrant, or court order;
- as necessary to identify, contact, or bring legal action against someone who may be misusing the service, the device, or both;
- to protect ATCC's rights and property; or
- in emergency situations where disclosure of such information is necessary to protect ATCC customers or third parties from imminent harm.

Use of Service and Device by Customers Outside the United States on US Military Installations.

Although we encourage you to use our service to call the US from our service areas and to use our service as you travel, the services are only offered and supported from ATCC service areas outside the United States on US Military Installations. Our service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within a ATCC service area or your ISP or broadband provider places restrictions on using VoIP services, we do not claim that they will allow you

ATCC Terms of Service

to use our service. You will be solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service because of your use of our service.

No Transfer of Service. You may not resell or transfer your service or your device or provide a telephone service to anyone else by using your ATCC service or features of your ATCC service without first getting our written consent.

No Alterations or Tampering. If you copy or alter or have someone else copy or alter the firmware or software of the device in any way that facilitates a compromise of your service, you are responsible for any charges that result. You may not attempt to hack or otherwise alter or disrupt our service or make any use of our service that is inconsistent with its intended purpose.

Theft of Service. You may not use or obtain our service in any manner that avoids ATCC policies and procedures, including an illegal or improper manner. You will notify us immediately if your device is stolen or if you believe that your service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you notify us of one of these events, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of service. If you fail to notify us in a timely manner, we may disconnect your service and levy additional charges on you. Until you notify us, you will be liable for all use of our service using a device stolen from you and any stolen, fraudulent, or unauthorized use of our service whether or not it involves a stolen device.

Unauthorized Usage of Device; Firmware or Software. Except as stated for Business Plus customers, you have not been granted any license to use the firmware or software we use to provide our service or that we provide to you in providing our service, or that is embedded in your device, other than a nontransferable, revocable license to use the firmware or software in object code form (without making any modification to it) strictly according the terms and conditions of this agreement. You also agree that you will use your device exclusively for our service. We will not provide any passwords, codes, or other information or assistance that would enable you to use your device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You warrant that you possess all required rights, including software or firmware licenses, or both, to use any interface device that we have not provided to you. You may not reverse compile, disassemble, or reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY.

AS IS Services. You agree that our services are provided "as is," except to the extent provided below.

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 device for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance. In addition, we do not warrant that the service or device will be without failure, delay, interruption, error, omission, degradation of voice quality, or loss of content, data, or information. Neither ATCC nor its officers, directors, employees, affiliates or agents, or any other service provider or vendor who furnishes services, devices, or products to the customer for our service will be liable for unauthorized access to our or your transmission facilities or premises or equipment or for unauthorized access to, or alteration, theft, or destruction of, customer's data files, programs, procedures, or information through accident, fraudulent means, devices, or any other method, regardless of whether such damage occurs as a result of ATCC's or its service provider's or vendors' negligence. Statements and descriptions concerning our service or device, if any, by ATCC or ATCC's agents or installers are informational and are not given as a warranty of any kind.

No Credit Allowances for Interruption of ATCC Service. We will not give you credit for any interruption of ATCC service, including international calling services.

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

- Third party omission of 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 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
- Loss of power to you causing service, equipment, network, or facility failure
- Outage of, or blocking of ports by your ISP or broadband service provider or other impediment to usage caused by any third party
- Acts or omissions by you or any person using our service or device provided to you
- Other causes beyond our control. Including without limitation a failure or defect in any device, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed or forwarded.

Disclaimer of Liability for Damages. In no event will ATCC, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services or devices to you in connection with our service be liable for any damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use a device or the service, including inability to access emergency service personnel through the 911 dialing service or to obtain emergency help. These limitations apply to claims founded in breach of contract, breach of warranty, product liability, tort, and any and all other theories of liability. These limitations apply whether or not we were informed of the likelihood of any particular type of damages.

DISCLAIMER OF 911 LIABILITY.

911 DIALING IS NOT SUPPORTED BY THIS SERVICE

Neither ATCC nor its officers or employees may be held liable for any claim, damage, or loss, fine, penalty, cost, and expense (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of our service, relating to our service, including, without limitation, 911 Dialing, or your device

Limit on total liability. Our total liability under this agreement will not exceed the service charges for the affected time period. ATCC will not be responsible for third party fees or charges, including but not limited to, banking fees, overdraft fees, cellular phone or other wire-line charges, technician charges, or other similar charges.

INDEMNIFICATION AND WAIVER OF CLAIMS.

Indemnification. You shall defend, indemnify, and hold harmless ATCC, its officers, directors, employees, affiliates and agents, and any other service provider who furnishes services to you for our 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 or user of our service, relating to our service, including, without limitation, 911 Dialing, or your device(s), or use of our service by you or others using your account (whether or not such usage is expressly authorized by you).

Waiver of Claim or Causes of Action. You waive all claims or causes of action arising from or relating to our 911 dialing service unless the claims or causes of action arise from our gross negligence, recklessness, or willful misconduct.

Content. You are liable for all liability that may arise from the content transmitted to any person, whether or not you authorize it, using your service or device(s). You promise that you and anyone who uses your service and all your and their content comply at all times with all laws, regulations, and written and electronic instructions for using our service and the device.

Account Information. You are liable for all liability that may arise from your failure to provide true, accurate, current and complete information and to maintain and promptly update such information. If you provide any information that is, or we have reasonable grounds to suspect is, untrue, inaccurate, misleading, not current or incomplete, we may suspend or terminate or refuse any and all current or future use of the service, or any portion thereof.

MISCELLANEOUS LEGAL CONSIDERATIONS.

No Waiver of Rights. Our failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of the right or provision. ATCC reserves all of its rights at law and equity to proceed against anyone who uses its services or device illegally or improperly. All determinations by ATCC under these Terms of Sale and exercise of its rights are made and done in our sole and absolute discretion.

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.

No Third Party Beneficiaries. If you are not a party to this agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This agreement does not create any third party beneficiary rights.

Legal Age. You promise that you are of legal age to enter into this agreement and that you have read and understand fully its terms and conditions.

Entire Agreement. This agreement, including any future modifications to its terms, and the rates for services found on our web site constitute the entire agreement between you and ATCC. This agreement governs your use of our service, and the use of our services by the members of your household and your guests and employees. This agreement supersedes any prior agreements between you and ATCC. It also supersedes all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

Severability. If any part of this agreement is legally declared invalid or unenforceable, all other parts of this agreement will remain valid and enforceable. This invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this agreement.

DISPUTE RESOLUTION AND BINDING ARBITRATION.

It is important that you read this entire section carefully. This section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.

Arbitration. ATCC and you agree to arbitrate any and all disputes and claims between you and ATCC. Arbitration means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a court. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: disputes and claims arising out of or relating to any aspect of the relationship between you and ATCC, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the termination of this agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision. References to "ATCC," "us" and "you" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the service under this agreement or any prior agreements between you and ATCC.

Waiver of Class Actions. You and ATCC agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and ATCC agree that you and ATCC may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and ATCC agree that, unless you and ATCC agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding. Despite any other provision in this agreement to the contrary, if this specific waiver of class actions provision, or any portion thereof, is

found to be unenforceable, then the entirety of this dispute resolution and binding arbitration provision shall be null and void.

Statute of Limitations. You must contact us within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to section 9.5 of the agreement), or you waive the right to pursue a claim based upon such event, facts, or dispute.

CHANGES TO THIS AGREEMENT.

We may change the terms and conditions of this agreement from time to time. By subscribing to our service, you agree that we may provide to you by use of electronic communications required notices, agreements, and other information concerning ATCC, including changes to this agreement. We may give you notice of a change by posting the change on the home page of ATCC, on your account web page or monthly bill, in a newsletter, by e-mail, on the relevant web page of the applicable service, or by other permitted communication. Such notices will be considered given and effective on the date posted. These changes will become binding on you on the date they are posted and we are not required to give you further notice in order for you to continue using our service. By continuing to use the service after revisions are in effect, you accept and agree to all revisions. If you do not agree to the changes, you must terminate your service immediately. Termination charges will not be applicable to termination of service due to increases in price or other material changes if your account is in good standing and you call us to terminate within 30 days after posted notice of the change. When posted, this agreement supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of your device. It also supersedes any written terms provided to retail customers with retail distribution, including, without limitation, any written terms in the packaging of your device. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of ATCC services. If you continue to use our service, we will consider this your acceptance of any changes.

PRIVACY

ATCC Service uses, in whole or in part, the public Internet, the public switched telephone network, and third party networks to transmit voice and other communications. ATCC is not liable for any lack of privacy which you may experience from using our service. Please refer to our Privacy Policy for additional information, such as how we use your information and how you can opt out of receiving marketing messaging.

You authorize us:

- to investigate and/or review your credit history, including requesting a consumer report, both when you sign up for our service and at any time after you sign up, for any purpose, including, but not limited to, your initial qualification for an account, your continued compliance with the terms of your account and general customer base evaluation purposes not specifically associated with your account; and
- to share credit information about you with credit reporting agencies. Upon your request we will inform you whether or not we have requested a consumer report, and if a report was requested, the name and address of the consumer reporting agency that furnished the report.

Signature _____

Date _____