



iNETPHONE

Terms of Use

InetPhone, is a division of NetInternals ehf. (InetPhone), provides Internet phone Services (the Service or Services) through <http://www.InetPhone.biz> (the Website). The Services include the ability to download and use PCPhone software (the Software), purchase Broadband Phone or PC to Phone, manage existing user accounts, and other services. Your use of the Services, Software and Website is subject to your compliance with the Terms of Use set forth below.

This Agreement governs both the Service and any devices, such as a InetPhone VoIP Phone Adapter, InetPhone VoIP Router & Phone Adapter, InetPhone WiFi Phone, InetPhone Multiline IP Phone, or any other IP connection device provided by InetPhone for use in conjunction with the Service ("Device" or "Equipment"). BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE SERVICES OR DEVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, THAT YOU ARE OF LEGAL AGE, AND THAT YOU AGREE TO BE BOUND BY ALL TERMS HEREIN. IF YOU HAVE NOT READ AND UNDERSTOOD THIS ENTIRE AGREEMENT, AND DO NOT AGREE TO BE BOUND BY ITS TERMS, DO NOT USE THE SERVICES OR DEVICE, AND CANCEL THE SERVICES IMMEDIATELY BY CONTACTING InetPhone VIA E-MAIL AT support@InetPhone.biz AND STATING YOUR NAME, ACCOUNT INFORMATION AND DESIRE TO CANCEL SERVICE.

1. SERVICE

1.1 Term

InetPhone offers Voice over Internet Protocol (also known as VoIP, Voice over IP) enabled telephone service, including outbound calling, inbound phone numbers, and related telephony features. Service is offered on a prepaid basis. User accounts that are subject to a monthly service charge are automatically replenished through a charge billed to your credit card without further action by you (Automatic Recharge). You hereby authorize such charges. Automatic Recharge takes place (i) on a monthly basis at the commencement of each monthly term (unless you give InetPhone written notice of non-renewal as set forth below) and (ii) when the account balance is below the level set forth in the Calling Plan Details with respect to your particular calling plan. InetPhone provides the Service for full monthly terms only, beginning on the date that your account is first created.

You agree to use the Services, Software and Website for lawful purposes only. You are prohibited from posting on, or transmitting through, the Website any

materials, or engaging through the Services in any conduct, that is fraudulent, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, discriminatory, or otherwise objectionable, including without limitation, any material or conduct that encourages unlawful activities. If InetPhone suspects that you have engaged in any of the foregoing conduct, InetPhone may, in its sole discretion, (a) terminate or suspend your account or use of the Services, Software and/or Website; and/or (b) forward the offensive materials and/or information related to such prohibited conduct, your communications with InetPhone, and your personally identifiable information to the proper authorities for investigation or prosecution.

1.2 Equipment Requirements

The Service requires standard SIP based customer premises equipment ("CPE") which may be provided by InetPhone or by the Customer on a BYOD (Bring Your Own Device) plan pursuant to the terms of this Agreement. Use of the Service without such equipment is strictly prohibited. If you elect to provide your own equipment, then you are solely responsible for maintaining it and ensuring that it is compatible with the Service, and you agree that if it is not compatible with, or properly configured for InetPhone, InetPhone may terminate the Service in its sole discretion.

1.3.1 Residential Use of Service

If you subscribe to InetPhone's UNLIMITED residential services, the Service and the Device are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

1.3.2 Business Use of Service

If you subscribe to InetPhone's UNLIMITED Business services, the Service and Device are provided to you as a Business user. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or

voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

1.4 Prohibited Uses of Service

You agree to use the Service only for lawful purposes. You agree not to use the Service for any unlawful purpose, including for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers, or (2) avoids your obligation to pay for the Services. You also agree not to use the Service for transmitting or receiving any communication or material of any kind which would (1) constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (2) encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. InetPhone reserves the right to terminate the Service immediately and without advance notice if InetPhone, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due, payable and chargeable to your credit card. If InetPhone, in its sole discretion believes that you have violated the above restrictions, InetPhone may forward the objectionable material, as well as your communications with InetPhone and your personally identifiable information to the appropriate authorities for investigation and prosecution, and by using the Service you thereby consent to such forwarding.

1.5 Use of Service and Device by Customers Outside the EEA (European Economic Area)

InetPhone allows use of the Service inside or outside of the EEA. However, if you use it outside the EEA you do so at your own risk. If you remove the Device to a country outside the EEA and/or use or attempt to use it there, you do so at your own risk, including but not limited to the risk that such activity violates the laws of the country where you do so, and/or violates the export laws of the EEA countries and/or the import laws of the destination country.

1.6 Loss of Service Due to Power Failure or Internet Service/Broadband Outage

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which is not

provided by InetPhone) and that, accordingly, in the event of an outage of, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service will not function until the power supply is restored and/or the ISP/broadband outage fixed. You will continue to be billed for the Service during such failures, terminations and/or outages unless and until you or InetPhone terminate the Service in accordance with this Agreement.

1.7 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on InetPhone's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of InetPhone are and shall remain the exclusive property of InetPhone and nothing in this Agreement shall grant you the right or license to use such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. You expressly agree that the Device is exclusively for use in connection with the Service and that InetPhone will not provide any passwords, codes or other information or assistance that would permit or enable you to use the Device for any other purposes. If you decide to use the Service through an interface device not provided by InetPhone, which InetPhone reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless InetPhone against any and all liability arising out of your use of such interface device with the Service. You agree not to reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.8 Tampering with the Device and Service

You agree not to change the electronic serial number, MAC or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from InetPhone in each instance which InetPhone may grant or deny in its sole discretion. InetPhone reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full

month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You agree not to disrupt or hack the Service or to make or attempt to make any use of the Service that is inconsistent with its intended purpose.

1.9 Theft of Service or Device

You agree to notify InetPhone immediately, in writing or by calling the InetPhone customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

1.10 Number Transfer on Service Termination

InetPhone may, solely at the Company's discretion, release any telephone number that was ported in to InetPhone by you and used in connection with your Service to your new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided (i) your account has been terminated; (ii) your InetPhone account is completely current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account. InetPhone will not transfer or release telephone numbers that it has assigned for use in conjunction with your Service.

1.11 Service Distinctions

You acknowledge and understand that the Service is not a telephone service. Important distinctions exist between telephone service and the enhanced Service offering provided by InetPhone. Some, but not all, of these distinctions are described in this Agreement. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums.

1.12 No Premium Calls

The Service does not permit calls to premium numbers (also known as 900 numbers) or other pay-per-call services.

1.13 No Operator Service

The Service does not support calls to operator services.

1.14 No Collect Calls

The Service does not support collect calls.

1.15 Directory Assistance

You agree that calls to Directory Assistance excluding toll-free Directory Assistance will incur a per call charge.

2. EMERGENCY SERVICES – 112 (Most of EEA), 999 (UK) and 911(US) Service

2.1 Non-Availability of Traditional emergency Service.

END USER MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES. END USER acknowledges and understands that INETPHONE does NOT support traditional access to emergency services. The limited emergency response service provided by us differs in a number of important ways from traditional emergency calls as explained further below. END USER must maintain an alternate means of accessing traditional emergency response services.

2.2 Registration of Physical Location Required.

END USER acknowledges and understands that for each interconnected virtual number that END USER use for the Service, END USER must register with the physical location where END USER will be using the Service with that virtual number. When END USER moves the Device to another location, END USER must register your new location.

3. INDEMNIFICATION

THE TERM "INETPHONE" AS USED IN THIS SECTION SHALL MEAN NETINTERNALS EHF AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICE AND/OR DEVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICE OR DEVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS INETPHONE AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS INETPHONE FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT,

LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL AND ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

4. LIMITATION OF LIABILITY

THE TERM "INETPHONE" AS USED IN THIS SECTION SHALL MEAN NETINTERNALS EHF AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

IN NO EVENT SHALL INETPHONE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. NOR SHALL INETPHONE BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING EMERGENCY SERVICES DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO INETPHONE OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND INETPHONE'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED,

INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. INETPHONE SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO INETPHONE'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF INETPHONE'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. INETPHONE'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT INETPHONE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE INETPHONE FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST INETPHONE TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW. THIS SECTION SHALL SURVIVE THE AGREEMENT.

5. WARRANTIES

THE TERM " INETPHONE " AS USED IN THIS SECTION SHALL NETINTERNALS EHF AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE. INETPHONE MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. INETPHONE DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. INETPHONE DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. IF CUSTOMER PURCHASED THE DEVICE NEW FROM INETPHONE AND THE DEVICE INCLUDED A LIMITED WARRANTY AT THE TIME OF PURCHASE, CUSTOMER MUST REFER TO

THE SEPARATE LIMITED WARRANTY DOCUMENT FOR INFORMATION ON THE LIMITATION AND DISCLAIMER OF SUCH WARRANTY. IF CUSTOMER'S DEVICE DID NOT INCLUDE A LIMITED WARRANTY FROM INETPHONE AT THE TIME OF PURCHASE, CUSTOMER AGREES THAT IT ACCEPTS THE DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST INETPHONE TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

6. CHANGES TO THIS AGREEMENT

InetPhone may change the terms and conditions of this Agreement from time to time. Changes to this Agreement supercede all previously agreed to electronic and written Terms and Conditions. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, AND/OR TERMS AND CONDITIONS HAVE BEEN MADE, YOU AGREE TO THE CHANGES. Notices will be considered given and effective on the date posted on the InetPhone website at www.InetPhone.biz/terms and/or the date we notify you of changes by the following: email at the address provided by you, postcard, letter, recorded announcement, message on your bill, an insert in your bill, newspaper ad, or a call to your billed telephone number, whichever occurs first.

7. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

7.1. Billing

You authorize any charges incurred from the use of your InetPhone account to be billed to you through your account or credit card. You may use the InetPhone account only so long as your account or credit card remains valid and in good standing. You agree to pay for all charges incurred by use of the InetPhone account issued to you and comply with all other terms and conditions set forth herein.

In order to protect our customers from fraudulent credit card usage we have developed a sophisticated verification process that we activate upon sign up and registration. Consequently, it can take up to forty eight (48) hours from registration for your funds to be available in your account.

You are responsible for maintaining the confidentiality of your account number and/or password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you. You agree to notify InetPhone immediately if you become aware at any time that your account or the Service is

being stolen or fraudulently used, in writing by e-mailing to InetPhone Customer Care or by engaging InetPhone's Customer Care personnel through InetPhone's "live chat" functionality feature. You agree to be responsible for payment of all charges on your account's detail report incurred as a result of the use of your InetPhone debit account, including but not limited to the use or misuse by an unauthorized third party, or any error, accidental use or loss.

You are not authorized to use your InetPhone account after your account or your credit card has expired, or been withdrawn, revoked, or terminated. Nevertheless you remain responsible to InetPhone for any charges resulting from the use of your InetPhone account after any such expiration, withdrawal, revocation or termination, which charges are payable immediately to InetPhone.

7.2 Billing Disputes

You must notify InetPhone in writing within seven (7) days after receiving your credit card statement or from the time funds are debited from your InetPhone Master Account if you dispute any InetPhone charges on that statement or that have been debited from your InetPhone Master Account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following email address:

billing@InetPhone.biz

7.3 Payment

Charges for the Service will be rated and charged in accordance with the rates provided by InetPhone, any promotional offer pursuant to the published terms of such offer by InetPhone, or as otherwise as provided in our price list or on the Website. Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole cent. All calls that are determined to have been answered incur a minimum one (1) minute charge. InetPhone relies on reasonable and standard technologies to determine whether and when a call has been answered, including without limitation signals sent by the carrier connecting the call that indicates the commencement of call. These technologies are not perfect or entirely reliable and it is possible for call-commencement signals to be received in error. All calls made to mobile telephones are deemed to have been completed. You must notify InetPhone in writing of any disputed charges within sixty (60) days of the charges or you will be deemed to have waived your right to dispute the charges.

All prices are subject to change without prior notice. We will use commercially reasonable efforts to notify you of any changes to calling plans subject to a fixed monthly fee (the Monthly Fee) pursuant to the applicable Calling Plan Details, but such notification shall not be deemed a prerequisite to the effectiveness of any such change. Our rates may not include additional charges you may receive for

originating a call from a cell phone.

All Monthly Fees and any additional per minute charges incurred will be deducted from your prepaid debit account or charged directly to your credit card on the same date and at the same time every month, with a possible delay of four (4) hours which may cause a possible shift in date, from time to time.

If you are subscribed to a calling plan subject to a Monthly Fee, and in the event that your debit account balance drop below the level set forth in the Calling Plan Details with respect to your particular calling plan, your credit card will automatically be recharged in the amount specified by you during sign up, unless your account is not subject to Automatic Recharge. In the event that your calling plan is subject to Automatic Recharge and your account falls below the level set forth in the Calling Plan Details with respect to your particular calling plan, but the charge for the Automatic Recharge fails,, you will be automatically downgraded to a per-minute price plan.

7.4 Termination/Discontinuance of Service

InetPhone reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If InetPhone discontinues providing the Service generally, or terminates or suspends your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated or suspended for any stated reason, including without limitation, violation of any terms of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of InetPhone or of a third party provider to which InetPhone is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee if applicable, all of which immediately become due, payable and chargeable to your credit card.

7.5 Taxes

Certain federal, state, provincial, municipal, local or other governmental sales, use, excise, value added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future (collectively, "Taxes"), may apply, or become applicable in connection with the use of the InetPhone accounts or the Services, Software or Website. You will be responsible for any Taxes. Applicable Taxes will be deducted from your prepaid debit account balance or charged directly to your credit card.

8. CONTENT

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. InetPhone reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if InetPhone determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with InetPhone's ability to provide Services to you or others or receives notice from anyone that Your or Users' use or Content may violate any laws or regulations. InetPhone's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold harmless InetPhone against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you.

9. RESOLUTION OF DISPUTES BY BINDING ARBITRATION

Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Reykjavik Iceland. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration.

10. GOVERNING LAW

This Agreement and the relationship between you and InetPhone shall be governed by the laws of the Republic of Iceland without regard to its conflict of law provisions.

11. ENTIRE AGREEMENT

This Agreement and any modifications to it pursuant to Section 6, and the rates for Services found on InetPhone's website, constitute the entire agreement between you and InetPhone and govern your use of the Service, superseding any prior agreements between you and InetPhone and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No changes to this Agreement shall be binding upon either you or InetPhone unless they are made pursuant to Section 6.

12. SEVERABILITY

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

13. PRIVACY

InetPhone Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that InetPhone cannot guarantee that voice over IP communication is completely secure. You agree that InetPhone may access all features of your account and the Services to determine whether the Services are being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT InetPhone SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Please refer to our Privacy Policy at www.InetPhone.biz for additional information.

14. ASSIGNMENT

InetPhone may assign all or part of its rights or duties under the Agreement without notifying you. If we do that, we have no further obligation to you. You may not assign the Agreement or the Service or Device without our prior written agreement.

15. NO THIRD PARTY RIGHTS

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

16. SURVIVAL

The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and

your obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.

17. LEGAL

InetPhone does not warrant that the Services are completely error free or will operate without packet loss or interruption nor does InetPhone warrant any connection to or any transmission over the Internet. Use of the Services shall be in accordance with these Terms of Use. Information on the Website or in other materials may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. InetPhone may also make improvements and/or changes to the Services, Software or Website at any time without notice. Statements and descriptions concerning the Service, Software or Website, if any, by InetPhone or InetPhone's agents or partners are informational and are not given as a warranty of any kind.

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