

ATC BUSINESS VOICE SERVICE

These Terms and Conditions of Service are supplemental to the Business Services Agreement ("Agreement") between ATC Communications ("ATC", "us" or "we") and the Customer ("customer", "subscriber", "you" or "your") to ATC's Business Voice services and any related products or services (collectively, the "Service"). This Agreement describes the terms and conditions under which we agree to provide you Service and under which you agree to use the Service. In addition, the terms and conditions govern both the Service and any devices used in conjunction with the Service. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. If you do not agree to be bound by the terms and conditions of this Agreement, you may not subscribe to the Service.

THE TERMS AND CONDITIONS SET FORTH DESCRIBE ESSENTIAL PROVISIONS REGARDING YOUR USE OF THE SERVICE THROUGH ATC. IT IS IMPORTANT FOR YOU TO READ THIS INFORMATION CAREFULLY

1. SERVICE.

1.1 Definition of Service. Depending on your location, the Service may be a communication service using a data network to transfer voice communications. There may be circumstances where the service is not a telecommunications service and there are important regulatory differences between telecommunications services and the Service that we provide. These differences may affect your ability to seek a hearing through a telecommunication's regulatory agency.

1.2 Use of Service and Device. Use Outside the United States. While it is expected that you may use the Service to place calls outside the United States, ATC does not currently offer broadband telephone services in any country other than the United States. If you use the Service or the Device outside of the United States, you will be solely responsible for any violations of local laws and regulations resulting from such use.

1.3 Prohibited Uses of Service and Device.

1.3.1 Unlawful Use. You agree that your use of this Service and the Device will be for lawful purposes only. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current month, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service.

1.3.2 Inappropriate Conduct. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of these ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service.

1.4 ATC's Rights Regarding Your Service. ATC will provide information regarding your account or use of the Service in response to law enforcement requests, subpoenas and court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others. In addition, you hereby consent to our forwarding of your identity and any relevant communication or information if we believe that you have used the Service in an inappropriate manner or for an unlawful purpose.

1.5 Subscriber Eligibility. The Service is not available to minors under the age of 18. Subscribers may have more than one active account.

1.6 Subscriber Obligations. In consideration of your subscription to the Service, you agree to (i) provide true, accurate, current and complete information about yourself, (ii) maintain and promptly update the basic information to keep it true, accurate, current and complete; and (iii) pay your account balance as and when due.

1.7 Theft of Service. You must notify us immediately if the Device or other network equipment central to ATC's Services is/are stolen or if you become aware at any time that your Service is being stolen, fraudulently used or used in an unauthorized manner.

1.8 Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User").

2. 911 SERVICES.

THE 911 SERVICE PROVIDED BY ATC MAY NOT FUNCTION IN THE SAME WAY AS TRADITIONAL 911 SERVICES. THE USE OF 911 OR E- 911 SERVICES REQUIRES THAT YOU TAKE AFFIRMATIVE STEPS, WHICH ARE DESCRIBED IN THIS DOCUMENT. PLEASE READ THE SECTION COVERING 911 SERVICES CAREFULLY.

2.1 Non-Availability of Traditional 911 or E911 Dialing Service. The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as "911 Dialing" which is a limited emergency calling service available only on ATC Devices or Equipment. The 911 Dialing feature cannot be used in conjunction with a ATC Soft Phone or Virtual Numbers. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on our website, to register the address where you will use the Service in order to activate the 911 Dialing feature. You must do this for each ATC phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under "Features," and below. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the ATC 911 Dialing feature as compared with traditional 911 or E911 dialing.

2.2 Registration of Physical Location Required. For each phone number that you use for the Service, you must register with ATC the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address.

2.3 How Emergency Personnel are Contacted. Depending on your location, we may contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

2.4 Impact of Adding or Porting New Numbers. If you change your phone number or if you add or port new phone numbers to your account, 911 dialing does not function until you successfully register your location of use for each changed, newly added or newly ported phone number.

2.5 Network Congestion. Depending on your location, it is possible that the speed for routing or answering 911 calls may be reduced by network congestion.

2.6 Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. The process for routing traffic to the emergency response center may not allow the operator to automatically identify the phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected. Caller may need to be able to speak to tell the operator their phone number.

2.7 No Automated Location Identification. It may or may not be possible for the local emergency personnel to automatically obtain your location when you use 911 Dialing. Caller may need to be able to speak to tell the operator their location.

2.8 Disclaimer of Liability and Indemnification. ATC EXERCISES NO CONTROL OVER 911 DIALING SERVICE OR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. THIRD PARTIES ROUTE 911 DIALING CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. ATC DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER ATC NOR ITS OFFICERS OR EMPLOYEES 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 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT.

2.9 Alternate 911 Arrangements. If you are concerned with the restrictions of the 911 Dialing service, you should seek an alternate method of accessing traditional 911 or E911 services or you should terminate the Service.

3. SERVICE OUTAGES.

3.1 Internet Outages. Depending on your location, in the event that your broadband internet service becomes blocked or obstructed, your telephone Service, including the 911 Dialing feature, may not function.

3.2 Power Failure or Disruption 911. Your Service will not work in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Additionally, in the event of a power failure or disruption, you may need to reset the Device prior to utilizing the Service, including 911 Dialing.

3.3 Other Service Outages. Any additional Service outage for a reason which is not anticipated above will also prevent all broadband phone service, including 911 Dialing, from functioning.

4. LIMITATION OF LIABILITY; WARRANTIES.

4.1 Limitation of Liability. You expressly understand and agree that ATC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, content or other intangible losses (even if ATC has been advised of the possibility of such damages), resulting from any of the following:

the use or the inability to use the service or device including 911 dialing;

4.1.1 an act or omission of an underlying carrier, service provider, vendor or other third party;

4.1.2 equipment, network or facility failure, upgrade or modification or shortage;

4.1.3 force majeure events such as (but not limited to) acts of god, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;

4.1.4 equipment or facility relocation;

4.1.5 service, equipment, network or facility failure caused by the loss of power to you;

4.1.6 outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the service caused by any third party;

4.1.7 any act or omission by you or any person using the service or device provided to you; or

4.1.8 any other cause that is beyond our control, including, without limitation, a failure of or defect in any device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 dialing) to be connected or completed, or forwarded.

4.2 In no event shall ATC's maximum aggregate liability under this agreement exceed the total amount paid by you to ATC for the service for the time period in question, but in no event greater than \$500. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law.

4.3 Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE AS FOLLOWS:

4.3.1 YOUR USE OF THE SERVICE AND DEVICE IS AT YOUR SOLE RISK. THE SERVICE, DEVICE AND ANY ADD-ON FEATURES THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ATC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4.3.2 ATC MAKES NO WARRANTY THAT (i) THE SERVICE OR DEVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF THE SERVICE OR DEVICE WILL MEET YOUR EXPECTATIONS.