

VTX REVO OFFICE TERMS OF SERVICE

1.0 Description of VTX REVO OFFICE Services

The VTX REVO Office is cloud-based software that provides a graphical user interface (GUI) via the web. The REVO Office allows you to control inbound calls by, among other things, accepting and answering inbound calls, sending the inbound calls to voicemail, and responding to an inbound call using VTX's interactive voice response (IVR) system. The REVO Office also allows you to add/change/remove extensions or users, change your user preferences and other PBX features, etc. However, with absent VTX vCard Digital Phone Line Services, the VTX REVO Office™ does not allow the user to place outbound calls.

You understand and agree that VTX REVO Office or vCard Digital Phone Line Service is NOT a replacement for your traditional telephone service. You agree to separately maintain wireless or traditional wireline telephone service that will enable you to call 911. Specifically, you agree that you will purchase, with a third-party separately from VTX, traditional wireless or wireline telephone service that offers access to 911 emergency calling and any other applicable emergency services.

2.0 REGISTRATION PROCEDURES

Upon signing up for the Service, you agree to provide true, accurate, current and complete name, contact information, and other data to VTX and at subsequent times as requested by VTX. If you provide information that is, or that VTX suspects to be, false, inaccurate, not current, or incomplete, VTX has the right to suspend or terminate the Services and refuse any and all current or future use of all Services, or any portion thereof. At all times, you shall maintain and promptly update registration data as applicable.

Upon completion of all registration information and acceptance of this TOS, VTX will provide you with, as applicable, a password, user ID, and/or PIN and telephone number. You are solely responsible for maintaining the confidentiality of your password and PIN, and, at all times, you will be solely responsible for all transactions and activities that occur as a result of your disclosure of such password and/or PIN, even if such transactions and/or activities were not authorized by you. You are solely liable for any transactions or activities by you or anyone else that occur on your Account. You shall immediately notify VTX if any unauthorized use of your Account or any other breach of security has occurred. In no event shall VTX be liable for any unauthorized use of your Account.

3.0 Metered-Calling Plans

VTX REVO Office vCard offers several monthly metered plans, which can be shared by all vCard accounts under the same VTX REVO Office. Each metered-calling plan provides you with local number and a toll-free or international phone number, and a fixed number of monthly Plan Credits each month for a monthly fee, excluding taxes, surcharges, and fees. Please note that all prices are subject to change at any time. When you exhaust your initial paid allotment of Plan Credits for your paid metered plan, your overage calling minutes will be charged accordingly to VTX's current rates published on its website. Upgrades of the calling plan allotment can be requested at anytime by calling 1-866-742-5889 and be implemented for the next billing cycle. However, in some limited instances, calls placed under a metered-plan are not counted against your monthly allotment (e.g., international destinations not included in your calling plan will be billed separately accordingly to usage and published rates.)

4.0 Value, Ownership, and Expiration of Plan Credits

Plan Credits have no monetary value. Plan Credits may only be redeemed by the holder of the Account to which the Plan Credits have been credited, and may not be sold, transferred, or assigned, or used by another user or with another user's Account. All unused Plan Credits shall expire in their entirety and no refund, roll-over, or pro-ration shall be made for any unused Plan Credits.

VTX offers different levels of Plan Credits. You may change your Minute Block Plan Credits at any time; however, a one-time process fee of \$10 applies when "downgrading" an existing plan to one with fewer minutes, and/or features.

All fees for Services are calculated exclusive of any federal, state or local sale, excise, value-added or similar taxes or administrative or recovery fees or charges. You agree to pay any taxes or similar liabilities, however denominated, that may now or hereafter be levied on the Services which are chargeable to customers by any government authority, as well as any administrative and recovery fees and charges levied by on the Services by VTX, whether or not mandated by any government authority. Should VTX be required to pay or pays these liabilities, you agree to reimburse VTX for such payments upon receipt of an invoice and showing of indebtedness to VTX.

5.0 Fraudulent or Erroneous Charges

VTX strongly encourages you to contact VTX directly in cases of suspected fraud or error involving your account. In most cases, VTX can correct fraudulent or erroneous charges without bank or credit card company intervention. If you suspect fraud or discover erroneous charges on your VTX account, please contact VTX customer support. When you contact customer support, please have the following information available: (a) your name, contact information, and the VTX Account telephone number in question, (b) the date

that the Account in question was created, (c) the credit card account number used to open the Account, and (d) the total amount charged to the Account. If you request that your bank/credit card perform a chargeback without first contacting VTX and VTX subsequently determines that the charges at issue are not erroneous or fraudulent, VTX reserves the right to take any available legal action.

6.0 Ownership of Numbers

You understand and agree that all numbers VTX assigned to you, U.S./Canada/International and toll-free, are still the property of VTX. You may not transfer the ownership or any part of the Services to any third Party without the expressed consent of VTX. In the event a dispute is induced regarding account ownership, VTX shall, in its own discretion, determine the rightful ownership of the number. VTX will not be liable for any fees or charges applied to your Account induced by such dispute.

You also understand and agree that VTX may from time to time, due to certain restrictions, need to change the number assigned to you; and VTX may re-assign the number to another customer immediately following the termination of your VTX Account. VTX will not be liable for any and all damages arising from such causes, and you hereby waive any claims against VTX. You may request in writing that VTX, prior to termination of your Account, transfer the toll or toll-free number assigned to you to another carrier, provided that your Account is in good standing. VTX may, in its sole discretion, grant or deny such request. If such transfer request is granted, a \$20.00 transfer-service charge will be charged to your credit card.

Foreign carriers and/or regulatory agencies may impose, upon the end-to-end international service they provide, limitations, restrictions and/or cease entirely your ability to use the Service VTX provides you at anytime, without prior notice. In such case, you must conform to said limitations, restrictions and/or entire cessation of service by the foreign carriers and/or regulatory agencies. You agree to comply with all applicable foreign and domestic laws and rules and regulations regarding the transmission of technical data exported or imported from the United States to your ring-to destination country. You agree to hold VTX harmless of any damages or liabilities, of any kind, related to your violation of US and/or International laws, rules and/or regulations while you are a customer of VTX.

VTX may immediately cancel your Service and repossess any and all phone number(s) associated with your account if/when your use of the Service(s) provided to you interfere in any way VTX 's ability to provide Service(s) and products to its other customers.

- 6.1 Porting Numbers. VTX will require a completed and signed Letter of Authorization ("LOA") for any existing telephone numbers the Customer wishes to port from another carrier to VTX. In addition, VTX will require a recent copy of the Customer's current phone bill which contains the Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by VTX before VTX will initiate a port request and obtain a Confirmed Port Date (or Firm Order Commitment or "FOC" date). The Confirmed Port Date is the date upon which the Customer's current voice provider has agreed to port a number(s) to VTX. The Confirmed Port Date interval may in some cases take as long as two (2) to four (4) business weeks after the port request is initiated; since the port interval is a product of the accuracy of the information provided to VTX by the Customer, as well as the processing speed of the Customer's current voice provider, VTX makes no guarantees about how soon a Customer's number can be ported.
- 6.2 Local Number Portability (LNP) Charges. For cancelled LNP request more than 48 hours before FOC, a non-recurring charge of \$6 per telephone number will be charged. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per telephone number will be charged.

7.0 Directory Listing

You acknowledge that VTX does not publish any phone number assigned to you. In addition, VTX will neither assist nor be responsible for any expenses of your request in publishing any phone number(s) provided by us. Please be advised that we have no control over any publications or directory listings done by previous subscriber of the number assigned to you. If you receive calls from previous subscriber's callers, you shall contact us immediately to replace it with a new number, and this is the only remedy you will receive from us for such incident. You also understand and agree that you will be solely responsible for any expenses, fees, damages, and/or losses with regards to the publication or directory listing of the phone number(s) provided by VTX.

8.0 Fair Use policy

VTX operates a Fair Use Policy to ensure excessive, inappropriate or unreasonable use by some customers does not affect the quality of the experience or the integrity of the VTX Network for other customers. If in VTX's reasonable opinion your usage is abusive, inappropriate or unreasonable, VTX reserves the right to request that you stop using the services in this manner and to contact you to discuss a more appropriate product / service for you. In the event of continued abusive, inappropriate or unreasonable use, VTX reserves the right, without further notice, to remove the service from your account or suspend your account.

9.0 VOICEMAIL, BROADCASTING SERVICES

Storage. VTX is not obligated to store your voicemails, and/or sent/received calls, and does so only as a convenience to you. You agree that VTX has no responsibility or liability whatsoever for the deletion or failure to store any voicemail messages, any call-log information, and/or other communications maintained or transmitted by the Services.



Unsolicited Advertisement Policy. The transmission of unsolicited calls, using the Service for broadcasting advertisements is illegal under federal law, including the Federal Telephone Consumer Protection Act of 1991, and under a number of similar state laws. Distribution of unsolicited voicemail, broadcast, and fax advertisements through the Services is prohibited. You shall not use the Service to send or transmit any unsolicited communications or advertisements and understand that, if you do, VTX may immediately terminate your right to use the Services without any liability of any kind.

At VTX's option and without further notice, VTX may use technologies and procedures, such as filters, that may terminate such unsolicited advertisements without delivering them. You hereby release and agree to hold harmless VTX from and against any damages or liabilities of any kind related to any voicemail, broadcast and/or spam or solicitations that you may send and/or receive using the Services.

10.0 SERVICE CHANGES

You understand and agree that VTX may make upgrades or changes to the Services which will not materially diminish the functionality of the Services without prior notice to you. In the event that a change to the Services would, in VTX's reasonable discretion, permanently materially diminish or impair the functionality of the Services ("Change"), VTX shall provide you with written notice of such Change at least sixty (60) days prior to the date the Change is to take effect. If the Change is unacceptable to you, you may terminate the Services without penalty by calling VTX at (866) 742-5889. Any use of the Services after the effective date of Change will be deemed your acceptance of the Change.

11.0 WARRANTY DISCLAIMER

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND VTX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. VTX MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES SHALL BE BORNE SOLELY BY YOU.

VTX MAKES NO WARRANTY ON UP-TIME, MEAN-TIME BETWEEN FAILURES, QUALITY OF SERVICE, AND/OR QUALITY OF VOICE COMMUNICATIONS.

VTX MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. VTX IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL. VTX IS NOT RESPONSIBLE FOR THE CONTENT OR FUNCTIONALITY OF ANY THIRD PARTY NETWORK USED IN CONNECTION WITH THE SERVICES.

VTX DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT YOUR SOLE RISK AND DISCRETION AND VTX WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VTX, ITS EMPLOYEES, PARTNERS AFFILIATES OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

ALTHOUGH EVERY EFFORT IS MADE TO ENSURE THAT VOICEMAILS ARE SECURE, VTX MAKES NO GUARANTEES OF SECURITY.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

12.0 OPERATOR ASSISTED CALLING, 311, 511, AND OTHER X11 CALLING

vCard Digital Phone Line service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). Digital Phone Line Service may not support 311, 511 and/or other x11 calling (other than certain specified dialing such as 911 and 711, which are provided for elsewhere in this TOS) in one or more (or all) service areas.