



## TERMS OF USE

### TERMS & CONDITIONS

This agreement ("Agreement") is between Propel Solutions LLC dba RingGenius ("RingGenius"), a Michigan Limited Liability Company, whose address is 801 S. Adams Road, Suite 208, Birmingham, MI 48009 and the purchaser ("Customer" or "you") of any RingGenius services or products as described in the Service Order Agreement signed by Customer and RingGenius ("SOA"), including but not limited to RingGenius business telephone services, SIP trunking, unified communications, fax, hosting, data backup and storage, equipment (including but not limited to Financed Equipment), 911 services, E911 services, and all other forms of Voice over Internet Protocol ("VoIP") cloud services offered and/or provided as telecommunications services, information services, and/or ancillary services including equipment, hardware, and/or software associated with any of the RingGenius offerings (all of the above referred to herein as "Services"). By purchasing the Services, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. By agreeing to these Terms and Conditions, Customer represents and warrants: (i) that it possesses the legal right and capacity to enter into this Agreement and to perform all of Customer's obligations hereunder; (ii) that Customer has full power and authority to execute and deliver any documents required hereby; (iii) if Customer accepts on behalf of an organization, Customer signatory is authorized to bind that organization, and all references to Customer or you in these Terms and Conditions expressly includes without limitation the organization and/or entity you represent; (iv) Customer shall be bound by this Agreement; and (v) that Customer acknowledges the Privacy Policy, 911 Statement and Financed Equipment Terms and Conditions included herein. Moreover, the individual(s) that Customer designates as an Authorized Administrator(s) of your Services will have the right to modify the settings and/or preferences of any and all users of your Account. Customer is responsible for all acts and omissions of your Authorized Administrator(s) and any other users, including without limitation any changes or purchases such individuals may make through or to your Account.

1. 911, E911 AND OTHER EMERGENCY SERVICE LIMITATIONS. CUSTOMER ACKNOWLEDGES THAT RINGGENIUS' EQUIPMENT AND SERVICES DO NOT SUPPORT 911, E911, ANY EMERGENCY DIALING OR ANY OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911, E911 OR OTHER EMERGENCY DIALING OR FUNCTIONS WORK. THE DIFFERENCES ARE DETAILED IN THE 911 STATEMENT. CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911, E911 AND OTHER EMERGENCY LIMITATIONS DESCRIBED THEREIN.

2. TERM. The term of this Agreement ("Initial Term") and Services ordered pursuant to this Agreement, begins on the earlier of the date when Services become available for Customer use ("Activation Date") or thirty (30) days after the date of this Agreement and, unless terminated earlier as set forth herein, shall continue thereafter for the longer of thirty (30) days or the Initial Term as set forth in the SOA. After the Initial Term has expired, the Agreement will automatically renew for twelve (12) months or the Initial Term, whichever is less. Unless noted as a "New Agreement" in the SOA, additional Services purchased by Customer are coterminous with the Term of Customer's active Agreement with RingGenius. Customer must provide thirty (30) days advance written notice to terminate any Services.

3. METHOD OF COMMUNICATION AND NOTICE. RingGenius communicates with customers primarily via email. You agree that sending a message to your contact email address is our agreed upon means of providing notification. Your email account is used to communicate vital information about your services, billing, service outages, and enhancements or changes to your existing services. This information is time-sensitive in nature. It is required that you read any email sent to your account to avoid any potential interruptions in your service. Notice by Customer under this Agreement shall be provided by telephone at 866-519-9944 or by U.S. Postal Mail at: 801 S. Adams Road, Suite 208, Birmingham, MI 48009.

4. CHARGES. Billing for recurring services shall commence upon the Activation Date (*i.e.*, the date when Services become available for Customer's use), which shall be no later than thirty (30) days after Customer's purchase of Services. Billing for activation, equipment and other services listed in the "Today's Charge" column of the SOA are due upon placement of Order. For recurring and usage charges, RingGenius will invoice on the first day of the billing cycle, in advance for the next billing cycle for recurring charges and in arrears for usage and any other non-recurring charges, except that the first billing statement will include the first billing period's pro-rated recurring charges in arrears. Customer shall pay for all Services and Products that RingGenius furnishes to Customer at the applicable prices set forth in SOA and the RingGenius fee schedule ("Fee Schedule"). The Fee Schedule has prices for Services not listed on Customer's Order, including but not limited to items like port-out fees, Customer Service Requests ("CSRs"), and directory assistance, and is available to Customer upon request. Customer agrees to pay for usage charges not specified in Customer's SOA or this Agreement including without limitation international calls and directory assistance, whether fraudulent or not. International calling shall only be made available upon Customer's request and subject to RingGenius' international rates and charges. However, Customer shall be responsible for all international calling, including but not limited to fraudulent calling, in any way associated with Customer's account. Charges for activation, usage, and equipment are non-refundable.

5. PAYMENT AND PAYMENT METHOD. Customer agrees to pay for all Services through the methods discussed in this section. All charges for Services, plus for any additional amounts (including but not limited to any taxes, fees and other charges discussed in these Terms and Conditions) will be charged to your credit or debit card or other authorized payment method prior to equipment shipping and service activation. You authorize charges to the credit, debit card or other authorized payment method for future recurring and one-time charges. This includes all recurring charges until this Agreement has been terminated as described in Section 2 above. Customer agrees to provide RingGenius with a valid email address and valid electronic payment method (Visa, MasterCard, American Express, Discover or ACH bank draft). Customer authorizes RingGenius to automatically bill any payment method Customer provides for charges until this Agreement is validly terminated. Customer is responsible to notify RingGenius immediately of email address changes and/or payment method changes or expiration. Failure to comply may result in the immediate termination of Service and applicable Disconnect Fees. The following fees will apply: (a) there will be a \$35 fee for an invalid ACH bank draft or for a check or other payment returned for nonpayment; (b) \$10 fee for any declined credit card or debit card; (c) \$50 fee for any credit card chargeback (typically initiated by the Customer); and (d) in the event any such charge is not permitted by law, the highest amount allowable by law. Customer agrees that during the term of this Agreement, Customer will not withdraw authorization to charge a payment method without simultaneously providing a new, valid, method of payment.

Upon termination of this Agreement, RingGenius will charge Customer any fees and any other outstanding charges and disconnect Customer's Services. Customer agrees to advise and notify us immediately of any changes to Customer's payment method, including but not limited to credit card account number or expiration date changes. If Customer's credit card or other designated payment method is declined or fails for any reason, RingGenius will use reasonable efforts to contact Customer to advise of the failed billing attempts. Notwithstanding, RINGGENIUS RESERVES THE RIGHT TO SUSPEND CUSTOMER'S SERVICE AND/OR TERMINATE CUSTOMER'S ACCOUNT IF CUSTOMER'S PAYMENT METHOD IS DECLINED OR FAILS FOR ANY REASON, OR IF CUSTOMER WITHDRAWS AUTHORIZATION TO CHARGE A VALID CREDIT CARD AND DOES NOT SUBSTITUTE IT WITH AN ALTERNATIVE PAYMENT METHOD ACCEPTABLE TO RINGGENIUS. RINGGENIUS RESERVES THE RIGHT TO CONTINUE TO ATTEMPT TO CHARGE YOUR CREDIT CARD FOR ANY OUTSTANDING SERVICES, CHARGES AND ADDITIONAL FEES AND TO PURSUE ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO RINGGENIUS.

6. CANCELLATION, DISCONNECT FEES, AND DOWNGRADES. It is Customer's responsibility to notify RingGenius of cancellation for partial or all Services at least thirty (30) business days prior to the next billing cycle date to avoid Service charges for the next billing cycle. Full or partial service cancellation can be started by calling RingGenius at 866-519-9944 and following RingGenius' cancellation and validation process. RingGenius will send Customer a service cancellation and verification email confirming request to cancel Service which Customer must complete. Failure to cancel Service in accordance with this Section will result in ongoing Service fees. Customer will not receive any refund or partial refund or credit for any charges already billed to Customer's account, and all payments shall immediately become due. Customer's porting out of telephone number(s) does NOT constitute notification of Service cancellation. Cancellation of Service before the end of the Term will cause RingGenius substantial injury for which it is impracticable or extremely difficult to fix actual damages. In an effort to liquidate in advance the sum that should represent such damages, Customer agrees to pay RingGenius a Disconnect Fee. This Disconnect Fee represents liquidated damages and is not a penalty or in any way punitive. Upon Termination of Services by Customer, in whole or part, RingGenius may immediately charge Customer Disconnect Fees, unless otherwise noted on Agreement, of 100% of the total Monthly Recurring Charges (including Financed Equipment Fees, if applicable) remaining in the Agreement Term. Customer may not reduce the Services provided (volume and/or value of Services or Financed Devices) during the initial Term or any renewal term without RingGenius' consent. Any such reduction or downgrading of Service shall be treated as a termination of Services under this Agreement. Any waiver of this provision must be expressly provided by RingGenius in writing by an authorized RingGenius representative.

7. CREDITS, DISCOUNTS AND PROMOTIONS. Customer acknowledges and agrees that the Services and products may not be available at all times and/or at all locations. Customer acknowledges and agrees that the Services and products are provided "as is, where-is" and credit allowances for interruption of the Services shall not be provided. Under no circumstances will any credit issued by RingGenius have any monetary value or be exchangeable or exchanged for cash, including but not limited before, at or after the termination of Services. Credits may not be assigned, transferred, sold or assigned to any other account, and may only be applied to the account to which they were provided. All credits shall expire pursuant to the terms of purchase or provision by RingGenius. Likewise, to the extent that RingGenius offers discounts or promotions, such discounts and/or promotions shall only be available at the time of the Customer's purchase of the Services to which the discount or promotion applies. Such discounts and/or promotions shall not be available unless requested at the time of purchase and may not be used cumulatively or retroactively. You acknowledge and agree that in the event that RingGenius offers or provides discounts or promotional services for Services or an Account, RingGenius may terminate or modify the scope of such promotional services at any time without notice, unless RingGenius specifically agrees otherwise in writing in connection with its provision of the discounts or promotional services.

8. TAXES. Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes. All such taxes shall be paid by you and will be added to any amounts otherwise charged to you unless you provide RingGenius with an appropriate exemption certificate. If any amounts paid for the Services are refunded by RingGenius, applicable taxes may not be refundable.

9. REGULATORY FEE. Fees may be charged monthly to offset costs incurred by RingGenius in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. Customer agrees to pay these fees as well administrative and recovery fees and charges levied on the Services by RingGenius, whether or not mandated by law or regulation. These fees are not limited to taxes or charges required or assessed by any government.

10. OVERDUE CHARGES. Payment is due upon the invoice date. Unless otherwise agreed, any amount not paid by the 16th day after the invoice date is overdue and subject to a late payment fee of \$25 or 1.5% of the overdue amount, whichever is greater. Service to Customer may be suspended immediately without notice if any undisputed charges are not paid within thirty (30) days of invoice date. A reinstatement charge equal to one time the Total Monthly charges may be levied to reinstate suspended service. Customer will be responsible for any expenses (including but not limited to attorney's fees and court costs) that RingGenius incurs to collect overdue charges.

11. RATE CHANGES. RingGenius may change the prices for the Services from time to time. RingGenius may change prices, plans, taxes, or fees without any advance notice. Service prices will not be increased on Customers with remaining Term greater than thirty (30) days, with the exception of tax or fee changes, international toll calling rates and Fee Schedule items not explicitly listed on Customer's Order.

12. DISPUTED CHARGES. Customer may dispute any part or all of an invoice if Customer provides written notice to RingGenius within thirty (30) days from the date of an invoice. All undisputed portions of an invoice must be paid in a timely manner. Within ten (10) days receipt of a written notice of dispute, RingGenius will use good faith efforts to determine the validity of a dispute and notify Customer of RingGenius' final determination. Any amounts due as a result of RingGenius' final determination will be due immediately upon such notification. In the event Customer timely disputes a billed amount and RingGenius confirms Customer was overbilled, RingGenius shall credit the applicable account in the amount of the overbilling ("Billing Credits"). Except for gross negligence by RingGenius, Customer Billing Credits shall under no circumstances relate back more than three (3) months from the date that the dispute is first raised by Customer. Billing Credits shall be RingGenius' sole and exclusive obligation and shall be Customer's sole and exclusive remedy with respect to any erroneous billing. Notwithstanding, if Customer requests that your bank or credit card company perform a chargeback or decline to process a check without first contacting RingGenius to dispute the charge as detailed

herein, and RingGenius subsequently determines that the charges at issue are not erroneous. RingGenius reserves the right to and may terminate your account immediately, and further reserves the right to take any available legal action.

Customer is solely liable for any transactions or usage on Your Account, including but not limited to fraud or unauthorized access by Customer, any end user, or any other user of the Services. IN NO EVENT SHALL RINGGENIUS BE LIABLE FOR ANY AUTHORIZED USE OF YOUR ACCOUNT.

13. CREDIT LIMIT. All Service provided to Customer and covered by the Agreement shall at all times be subject to approval or review by RingGenius. RingGenius, in its sole discretion and judgment, may discontinue credit at any time without notice, require a deposit, or bill immediately for charges using any payment method RingGenius has on file for Customer.

14. PRODUCT INFORMATION IN ADVERTISING AND MARKETING COLLATERAL. RingGenius attempts to describe, in its marketing, advertising, offering, and sale of the Services, the Services as accurately as possible. RingGenius, however, does not warrant or guarantee that any such information and Services, including related software, hardware, and ancillary services, is accurate, complete, reliable, or error-free. Such may be inaccurate or out-of-date, including but not limited to listing erroneous and/or out-of-date pricing information or referring to services or features no longer available. Such information is provided only for customers' convenience and is not part of these Terms and Conditions or any other agreement with RingGenius.

#### 15. CUSTOMER SECURITY POLICY.

##### a. Password Information.

Customer acknowledges and agrees to responsibility for any and all password information Customer or its end users use in connection with RingGenius Services. Customer acknowledges and agrees that Customer shall: (i) immediately change such password information in the event Customer learns or suspects any security incursion or other account security incident; (ii) shall ensure that any and all password information shall be protected from theft, and/or unauthorized access, use, or disclosure with at least a reasonable degree of care; and (iii) ensure that such password information is not transmitted or stored in any manner that could lead to a breach or other incursion into security, including but not limited to auto-storage, caching, or auto-fill features.

##### b. End Points.

Customer acknowledges and agrees to its obligation hereunder to protect all end points using generally accepted security measures, including without limitation: effective passwords; network segmentation and access restrictions utilizing a current access control list; session time-out or locking screen saver features; and an effective firewall for all networks to or through which any end point might connect. YOU ACKNOWLEDGE AND AGREE THAT THESE REQUIREMENTS APPLY TO IP DESK PHONES, WHICH UTILIZE THE SAME CONNECTIVITY AS COMPUTERS, WITH THE SAME ATTENDANT SECURITY RISKS.

##### c. Updates.

Customer acknowledges that certain Services security features may require activation or installation of software or firmware updates and that software may be de-activated or uninstalled. Customer therefore agrees to download promptly and install all updates to software and hardware or firmware used in connection with any and all Services. CUSTOMER AGREES TO ENSURE THE ACTIVATION AND USE OF ALL FEATURES THAT ARE NECESSARY OR APPROPRIATE TO PROTECT ITS ACCOUNTS, ITS END USERS AND/OR CUSTOMER'S ASSETS AND OPERATIONS. Customer acknowledges and agrees that its failure to install updates may result in diminishment or instability of the functionality of the Services to be diminished and unstable.

##### d. Account/End User Management.

Customer acknowledges and agrees that end users or other individuals designated as Authorized Administrators may have the ability to make purchases and/or enter into transactions on Customer's behalf, and/or perform actions related to Services, or Your Account, including but not limited to any individual line or extension or ancillary service, that may have a significant adverse effect to Customer or the operation of your Services, including but not limited to:

(i) adding, removing, or modifying numbers or extensions assigned to an Account;

(ii) revising payment method(s); (iii) making changes to software or hardware; (iv) adding, removing, or modifying ancillary services; (v) making changes that increase your contract amount and/or your term commitment; (vi) taking actions that could trigger a breach of this Agreement, including but not limited to termination fees and penalties; and/or (vii) modifying settings. Customer is responsible at all times and under all circumstances for any such changes made to your Account. Customer is responsible for maintaining control over your Account at all times and under all circumstances and for ensuring that all Account rights, permissions, and settings, and all use and usage, are effectively managed as necessary to prevent any unauthorized or fraudulent access to, use or usage of, or transaction or activity through or relating to your Services, including but not limited to by implementing the following measures:

(a). Enable or disable international calling and/or calling for all lines or extensions for which such calls are not needed or not authorized;

(b). Blocking inbound calls from any caller IDs and area codes from which Customer does not wish for users to receive calls and block inbound calls with no caller ID if appropriate;

(c). Enabling or disabling attachment of facsimile image and voicemail audio files to message notification emails associated with your Account and/or individual lines or numbers for which such functionality is not required and to the extent that such files may include sensitive or confidential content;

- (d). Regularly monitoring, reviewing and scrutinizing end user calling and other Account activity;
- (e). Promptly notifying RingGenius of Account security incidents and provide all reasonable information and cooperation requested by RingGenius in responding to any Account Security Incident; and
- (f). Implementing and training all end users as to security controls and practices as necessary to ensure compliance with this Section.

e. Disclaimer of Data Storage Responsibilities.

The Parties acknowledge and agree that RingGenius' role with respect to Customer's communications and content thereof shall strictly be that of a passive conduit and that any storage of Customer's communications and/or account. Services or other related data by RingGenius shall be performed merely as a best effort by RingGenius to Customer and as an incidental complement to RingGenius' fundamental data transmission function. This includes when Customer purchases call recording storage for thirty (30) days or beyond thirty (30) days as optional packages. In such circumstances, RingGenius will make best efforts to provide such call recording storage for such time period. Whether Customer purchases additional call recording storage or not, Customer acknowledges and agrees that: (i) , RingGenius has no obligation to store, retain, back up, or ensure the availability of any stored Customer communications and/or account, Services or other related data; (ii) to the extent Customer needs to ensure the retention of any account, Services or other related data, Customer shall ensure that such information is downloaded, saved, or backed up outside of RingGenius account and ecosystem, as necessary or appropriate for the purposes of Customer or its end users or any other third parties; (iii) Customer shall not rely on Services or your account to retain, store, or back up Services or account data or any other data, information, or materials; (iv) RingGenius may delete or otherwise purge any and all copies and versions of any stored Customer communications and/or account or other data at any time, without notice, including without limitation after Customer deletes any such information from your account or after termination of these Terms and Conditions or the closure of a Customer account; and (v) RingGenius may, in its sole discretion and option and without notice, implement reasonable limits as to the size or duration of storage of Customer's Services or account data.

16. CONSENT TO ELECTRONIC SIGNATURES AND RECORDS. RingGenius provides access to its Services online which may require you to enter into agreements or receive notices electronically. Accordingly, you acknowledge and agree that by clicking "I Agree" or "I Accept" anywhere on a RingGenius website or electronic signature, or by making any submissions through a RingGenius website or electronic signature: (a) You agree to conduct electronically the particular transaction into which you thereby enter including, without limitation, entering into this Agreement; (b) your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions; (c) You have read and understand the electronic copy of electronic contracts, notices and records, including, without limitation, this Agreement, and any policies referenced and/or incorporated hereto and any amendments hereto or thereto; (d) You agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter; (e) You are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and, (f) You agree to receive electronically information about the Services and other electronic records into which you thereby enter including, without limitation, this Agreement.

17. RINGGENIUS' RIGHT TO TERMINATE SERVICE. RingGenius may modify the terms of this Agreement or the Service at any time upon notice to you. In the event RingGenius modifies the Agreement or the Services in such a way that, in RingGenius' reasonable discretion permanently and materially diminishes or impairs the functionality of the Services, Customer may terminate the Service within thirty (30) days without Disconnect Fees. Customer's continued use of the Service after thirty (30) days' notice from RingGenius constitutes Customer's agreement to those modified terms. RingGenius may terminate this Agreement and any Services at any time, upon thirty (30) days' notice to Customer, and without notice to Customer under the circumstances listed below. Customer's obligation to pay accrued charges and fees shall survive any termination of this Agreement. Notwithstanding, Customer acknowledges and agrees that RingGenius may make upgrades or changes to the Services which will not materially diminish the functionality of the Services without prior notice to Customer. RingGenius may terminate this Agreement without notice to Customer in any of the following circumstances:

- a. RingGenius determines or reasonably suspects that Customer has materially breached these Terms and Conditions;
- b. RingGenius determines that Customer has created or caused to be created multiple free accounts;
- c. RingGenius determines that Customer has used a fraudulent credit card to pay for Service charges on your account;
- d. RingGenius determines in its sole reasonable discretion that Customer has verbally insulted, abused, or harassed any of RingGenius' employees, contractors, agents, or other representatives;
- e. Customer did not or will not reasonably comply or cooperate with any applicable law or regulation, or RingGenius is made aware by a reliable source of allegations of the same;
- f. RingGenius is ordered by law enforcement or other government agency to suspend or terminate Service to Customer's account;
- g. Customer brings any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against RingGenius, or participate in any class action lawsuit against RingGenius;
- h. Customer files a petition in bankruptcy or if a petition in bankruptcy is filed against Customer and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over any of Customer's relevant property;

i. RingGenius determines in its sole and reasonable discretion that such action is necessary to protect, maintain, or improve the Services; to prevent fraud or misrepresentation by affirmative acts and/or omissions; to protect RingGenius, its customers, or other third parties affiliated with RingGenius; or for any other good cause;

j. You violate applicable law; or

k. As otherwise contemplated by these Terms and Conditions.

Upon any termination or suspension of Customer's account by RingGenius, RingGenius may immediately deactivate or delete your account and related information and files in your account and/or restrict any further access by Customer to such files, information, or the Services. RingGenius shall not be liable to Customer or any third party for any reason for terminating or suspending Customer's use or access to the Services. If Customer or RingGenius terminates or suspends Customer's right to use the Services, Customer shall not be entitled to any refund or pro rata of any pre-paid amounts, credits, or other amounts paid to RingGenius prior to the termination or suspension date.

18. **PHONE NUMBERS.** Any phone number assigned to Customer by RingGenius shall be used by Customer solely and exclusively with service provided by RingGenius and Customer will not use such numbers with any other service. RingGenius permits porting out of telephone numbers and directory listings of telephone numbers listed on the current invoice issued by RingGenius to Customer, provided the Customer's account is in good standing. Customer acknowledges that your voluntary transfer and assignment of ported in telephone numbers to another Customer is immediate, irreversible and permanent. Customer agrees and warrants that all information provided in connection with any port request, including but not limited to any representation in any Letter of Agency, by Customer, its end users, or any agent(s) of either, shall be accurate and up-to-date.

Customer acknowledges that in the event of any account termination or cancellation, any and all Customer interest in and/or right to use of any and all numbers associated with Customer account that are not successfully ported by Customer shall be released to RingGenius and/or may not be reclaimed by Customer. The same is true of any partial termination as to those services terminated. Upon termination of Services and at Customer's request, RingGenius will make commercially reasonable efforts to assist Customer to port out the phone numbers assigned to Customer by RingGenius and any ported numbers. RingGenius will charge a port-out fee as set forth in the Fee Schedule for each number, including ported numbers. Customer acknowledges that the porting of all numbers, including ported numbers, is dependent upon the cooperation of third parties not under RingGenius' control and that Customer or such third parties may be responsible for any failure to port or failure to port on a timely basis.

Customer acknowledges and agrees that the porting numbers is subject to telecommunications and other laws and may be subject to third party terms and conditions. Customer agrees and warrants that neither Customer, its end users, or any agent of either will: violate any applicable law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; engage in or facilitate "slamming" or the porting out of any phone number or change or attempt to change any party's telephone service provider without first obtaining the proper, requisite consents and authorizations; or violate contractual or other obligations to service providers or other third parties.

a. Port-In Procedures.

In order to request the porting of a telephone or facsimile number into your account, you must, complete all steps and provide all information requested for the number port-in request process, including but not limited to providing a signed Letter of Agency ("LOA").

b. Port-Out Procedures.

In order to request the porting out to another services provider of a phone number currently assigned to Customer's account, Customer must follow the instructions specified by that services provider and must also provide all information and cooperation requested by RingGenius and all other service providers involved. Customer acknowledges and agrees that:

(i) the porting of phone numbers into or out of an account requires Customer to provide specific and detailed information to RingGenius and/or third parties, completion by Customer of all necessary procedures, and completion of certain steps by third parties, including but not limited to other service providers; and

(ii) numbers may not be ported into or out of an Account unless and until Customer provides certain specific information that matches other information on record with RingGenius or other services providers. Such information may be obtained through a Customer Service Record ("CSR") which may be purchased by Customer from RingGenius. For these and other reasons, the completion of any number port request and the timing of and date by which any such request may be completed depend on a number of factors outside of RingGenius' control, including without limitation the acts and omissions of both you and third parties, including but not limited to other services providers. Customer or such third parties may be responsible for any failure to port or failure to port on a timely basis.

c. Unauthorized Port Outs.

Customer acknowledges and agrees that phone numbers used by Customer may be ported out from your account due to acts or omissions of third parties, and it may be difficult or impossible for RingGenius to prevent such port-outs, retrieve numbers ported-out of your account, or port such numbers back into your account. RINGGENIUS HAS NO RESPONSIBILITY OR LIABILITY FOR SUCH PORT-OUTS.

d. Limitation on Number Publication by Customer.

Neither Customer, any end user, nor any agent of either shall publicize, list, or communicate any number Customer believes to be assigned to itself, its account, or any of its end users, or purchase or invest in any materials or media reflecting any such number unless and until Customer has verified that such number is active and functioning as desired, including without limitation by test calling such number from a provider other than RingGenius and verifying that the fees and charges incurred in connection with use of such number are acceptable to Customer

19. **ANCILLARY SERVICES.** List and publish and caller name identification (i.e., caller ID with name) Services provided by RingGenius are based on availability of such Services from RingGenius' underlying providers. RingGenius does not guarantee that such Services are available for all numbers in all serving areas. RingGenius submits Directory Listing updates as a courtesy to Customer without obligation or guarantee that Directory Listings will be published or correct. Customer acknowledges and agrees that in the event Customer subscribes to RingGenius Directory Listing services, the information provided in connection with such subscription (i) may be used or reproduced by, or disclosed to, third parties and otherwise made publicly available, (ii) RINGGENIUS MAY NOT BE ABLE TO HAVE SUCH INFORMATION OR LISTING REMOVED, ALTERED, UPDATED, OR CORRECTED AND IS NOT DIRECTLY OR INDIRECTLY LIABLE FOR ANY DIRECT OR INDIRECT CONSEQUENCES OF SUCH LISTINGS, and (iii) Customer may receive calls, messages, mailings, and other communications from third parties as a result of Customer's participation in the RingGenius directory listing service; and (iv) Customer acknowledges, understands, and agrees that you may also NOT receive calls, messages, mailings, and other communications from third parties as a result of errors in Customer's directory listing(s).

Customer represents and warrants that all information provided by Customer or any End User related to any subscription to the RingGenius directory listing service will be true, accurate, and current and that Customer shall promptly update any such information in the event that it changes or becomes inaccurate. You hereby authorize and grant RingGenius a worldwide, irrevocable, non-exclusive, royalty-free, fully paid license to use, disclose, transmit, publish, or publicize, in any medium or technology now or hereafter available, all information that Customer provides in connection with subscribing to, participating in, or using the RingGenius directory listing service. CUSTOMER HEREBY RELEASES, DISCHARGES, AND HOLDS HARMLESS RINGGENIUS FROM AND AGAINST ANY AND ALL LIABILITY RELATING TO OR ARISING FROM ANY PUBLICATION OR LISTING OF INFORMATION IN CONNECTION WITH YOUR SUBSCRIPTION TO THE RINGGENIUS DIRECTORY LISTING SERVICE AND ANY THIRD PARTY'S USE OF THE SAME.

20. **ADDITIONAL VOIP SERVICE TERMS.** RingGenius does not support 0+ or operator assisted calling (including but not limited to collect calls, third party billing calls, 900, or calling card calls). RingGenius VoIP Service may also not support 211, 311, 411, 511, and/or other "N11" calling in one or more service areas, except as otherwise provided elsewhere herein.

## 21. SERVICE REQUIREMENTS/LIMITATIONS

### a. Caller ID.

Customer acknowledges and agrees that the disclosure and/or display of information related to the origination of calls, messages, and other communications (including but not limited to "Caller ID" information) may be subject to legal requirements (including but not limited to those related to the accurate display of such information or the enforcement of certain privacy instructions, settings, etc.). Customer agrees to comply with any and all such applicable laws and regulations, including but not limited to the Truth in Caller ID Act. RingGenius has no obligation to disclose, display, or transmit any such information for or in connection with any Customer communication. You agree to indemnify and hold harmless RingGenius from any and all third-party claims, losses, damages, fines, or penalties arising out of your breach of this Section.

### b. Text-to-Voice and Voice-to-Text.

Customer acknowledges and agrees that: (i) any and all Text-to-Voice and or Voice-to-Text features ("Voice/Text Features") are provided as a convenience and may not accurately transcribe voice content, articulate text messages, or perform such functionality for all voice content or text messages or for the entirety of voice content or text messages; (ii) neither Customer nor any end user may rely on any Voice/Text Feature to perform such accurate transcription or articulation; and (iii) Customer and all end users shall be responsible for reviewing and/or listening to the original content of any Customer communication or other media as necessary or appropriate to prevent Customer, any end user, or any other party from incurring any cost, expense, liability, loss, damage, or harm.

22. **UNLIMITED USAGE PLAN.** Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If RingGenius finds that you are using an unlimited voice service offering for other than live dialog between two individuals, RingGenius may, at its option, terminate your service or change your plan to one with metered usage. RingGenius will provide notice that it intends to take any of the above actions. Notwithstanding the foregoing, you shall be entitled to use RingGenius conference calling services such as three way calling and RingGenius-provided conference calling bridges.

23. **MONITORING.** RingGenius and its suppliers have no obligation to monitor the Services, but may do so as legally permitted and disclose information regarding use of the Services if RingGenius or its suppliers, in their sole discretion, believes it is commercially reasonable to do so, including to: (i) satisfy laws, regulations, or governmental or legal requests; (ii) operate the Services properly; or (iii) protect itself and its other users and customers. RingGenius may immediately remove Customer's material or information from RingGenius' services, in whole or in part, if RingGenius, in its sole and absolute discretion, determines that such content infringes another party's property rights, is illegal or if RingGenius determines such content violates Acceptable Use.

24. **PUBLICITY RIGHTS.** Customer agrees that RingGenius may identify you as a user of RingGenius Services in its electronic, printed, broadcast and other media materials relating to or involving its business deals, press releases, marketing collateral and other materials, advertising, newsletters, mailings, tradeshow materials, other promotional materials, on RingGenius' website, or any other third-party website where RingGenius or its designated agents may promote the Services. You hereby grant RingGenius and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

25. **LIMITED END USER LICENSE.** Any software used by RingGenius to provide the Service and any software provided to Customer in conjunction with providing the Service is protected by copyright law and international provisions. Customer may not copy the software or any portion of it. RingGenius grants Customer and its end users a limited, personal, revocable, nonexclusive, non-sub-licensable, non-assignable, non-transferable, non-resellable license to use the software and hardware provided in conjunction with the Services during the Term in strict accordance with these Terms and Conditions, related RingGenius policies, and other agreements between RingGenius and Customer, and solely for Customer's own internal business use. In the event of any expiration or termination of your subscription to RingGenius services or termination of these Terms

and Conditions, all license rights granted herein or in connection with any software or hardware immediately terminate. Any intellectual property rights, including but not limited to any patent, trademark, copyright, trade secrets, or other proprietary rights relating to intangible property in the Services or in any technology used in the provision thereof ("Intellectual Property Rights") are and shall remain the sole and exclusive property of RingGenius and its licensors.

All rights not expressly granted herein are reserved and retained by RingGenius and its licensors, and no Intellectual Property Rights or other rights or licenses are granted, transferred, or assigned Customer or its end users, or any other party by implication, estoppel, or otherwise. Customer acknowledges and agrees that misuse of the Services may violate third party Intellectual Property Rights in the software and/or hardware provided in conjunction with the Services.

Customer may not use or disclose any Intellectual Property Rights in the Services or any hardware or software related to the same except as expressly contemplated by this Section. Customer agrees that all rights, title and interest in and to all Intellectual Property in the Services, any software or hardware used in conjunction with the Services, and any materials provided in connection with the Services are owned exclusively by RingGenius and/or its licensors. Except as expressly provided herein, the limited license granted to Customer under the Services does not convey any ownership or other rights, express or implied, in the Services, any materials provided in connection with the Services, or convey any Intellectual Property Rights.

Customer represents, warrants, covenants and agrees that Customer shall not disclose or use any of the intellectual property in the Services, any software or hardware used in conjunction with the Services, or any marketing materials for any purpose following termination of the Services or the limited license granted thereunder to use the Services.

RingGenius, in its sole and exclusive discretion, reserves the right to add, remove, or modify features or functions, and to provide fixes, updates and upgrades to the Services without notification to you. Customer acknowledges and agrees that RingGenius has no obligation to make available any subsequent versions of the Services; provided, however, RingGenius shall make available to Customer any such features, functions, fixes, updates and upgrades and subsequent versions of the Services that RingGenius makes generally available at no additional charge to customers who subscribe to the same edition of the Services purchased by Customer. In addition, Customer and RingGenius acknowledge that no third party has any obligation whatsoever to furnish maintenance or support services with respect to the Services and that RingGenius is solely responsible for the provision of maintenance and support as provided in these Terms and Conditions and to the extent such maintenance support is required under applicable law.

26. EQUIPMENT WARRANTY. Unless otherwise specified, all equipment comes with the manufacturer's warranty from the date of purchase. The terms of the limited warranty are disclosed by the equipment manufacturer. Equipment purchased that does not have a manufacturer's warranty is provided "as is" and without warranty of any kind, including implied warranties of merchantability and fitness for a particular use. Customer must obtain authorization from RingGenius before returning any equipment for any reason.

27. LIMITATIONS ON TECHNICAL SUPPORT. RingGenius provides technical support to Customers via telephone and e-mail for the Services and the equipment provided hereunder and in related agreements. Support for other applications and uses is not provided or implied and RingGenius has no obligation to provide such additional technical support.

Where RingGenius provides such support, RingGenius will make support available to Customer and your end users via its call center, which will be available to attempt to resolve technical issues with and answer questions regarding the implementation or use of the Services. Such support shall not include and RingGenius shall have no obligation hereunder to perform any of the following: (i) on-site support; (ii) implementation of any software or hardware; (iii) configuration of any device; (iv) providing a dedicated representative support; or (v) network or third-party equipment support. If you have a customer support issue, you may call RingGenius technical support at 1-866-519-9944, option 2 or visit [www.ringgenius.com](http://www.ringgenius.com) for additional support options.

Time and material charges will be charged to Customer if Customer requests that RingGenius perform on-site support, and it is determined that the cause of the support request was due factors other than RingGenius Service.

28. DISCLAIMER OF WARRANTY. Unless specifically noted otherwise, RingGenius provides Services and any software and equipment hereunder on an "as is" basis, and Customer's use thereof is at its own risk. RingGenius does not make and hereby disclaims, any and all express and implied warranties, including, but not limited to, warranties of merchantability, fitness of a particular purpose, non-infringement and title, any warranties arising from a course of dealing, usage or trade practice. RingGenius does not warrant that Services will perform, will be uninterrupted, will be error-free or completely secure.

29. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES. IN NO EVENT SHALL RINGGENIUS OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY PARTY FOR ANY DAMAGES RESULTING FROM LOSS OF BUSINESS OR PROFITS (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA), OR THE INTERRUPTION OR LOSS OF USE OF SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR INDIRECT OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT. RINGGENIUS AND CUSTOMER AGREE THAT IF RINGGENIUS SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF RINGGENIUS TO PERFORM ANY OF THE OBLIGATIONS HEREIN, RINGGENIUS'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO ONE MONTH OF CUSTOMER'S MONTHLY RECURRING SERVICE CHARGES AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSSES OR DAMAGES, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULT DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF RINGGENIUS, ITS AGENTS, ASSIGNS OR EMPLOYEES.

30. INDEMNIFICATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RINGGENIUS, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS AND ANY UNDERLYING CARRIER, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES OR DAMAGES (INCLUDING ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, ARISING FROM, INCURRED AS A RESULT OF, OR IN ANY MANNER RELATED TO (A) CUSTOMER'S USE OF THE SERVICES, (B) ANY OTHER PERSON'S USE OF ANY ACCOUNT CUSTOMER MAINTAINS, REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED BY CUSTOMER, OR (C) CUSTOMER'S PROMISES OR STATEMENTS MADE IN THIS AGREEMENT. CUSTOMER HEREBY AGREES TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFECTIVENESS OF THE FOREGOING RELEASES. NOTWITHSTANDING THE FOREGOING, CUSTOMER SHALL NOT BE LIABLE FOR CLAIMS, EXPENSES OR DAMAGES ARISING FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACTS OF RINGGENIUS OR ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES. THIS INDEMNIFICATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

32. FORCE MAJEURE. RingGenius shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of RingGenius as may occur in spite of RingGenius' best efforts.

33. PRIVACY POLICY. RingGenius shall act pursuant to the Privacy Policy included herein and in accordance with federal and state privacy regulations. Customer agrees to the terms of the Privacy Policy which becomes part of this Agreement.

34. ELECTRONIC RECORDING. Customer accepts responsibility for compliance with federal and state statutes governing the use of electronic, mechanical or other device recordings. RingGenius is not legally responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of recording services by Customer or other party whether legal or illegal. Customer will indemnify and hold RingGenius harmless for any claims, damages, fines, or penalties arising out of Customer's failure to adhere to applicable electronic recording laws.

35. DISPUTES OVER ACCOUNT OWNERSHIP AND CONTROL. The Account owner is the legal entity (e.g., corporation, partnership, or individual) that signs up for the RingGenius Services. If no legal entity is provided by Customer at account initiation, the account owner shall be the owner of the credit card used to open the account. Subsequent changes to ownership must be supported by appropriate written legal documentation deemed acceptable at the sole discretion of RingGenius. Customer agrees that in no event shall RingGenius be obligated to or requested to participate in—or act as the arbiter, adjudicator, or intermediary with respect to—any claim or dispute relating to the ownership or control of Customer's Service(s), account, any numbers assigned to an account, or any account data or other information related thereto ("Account Disputes"). In the event of any Account Dispute, RingGenius is authorized to take any course of action that it deems in its sole discretion to be appropriate, including but not limited to declining to take any action.

RingGenius may, as legally permitted, access, monitor, use or disclose Customer's account data, communications, and/or personal information to: (i) comply with the law or respond to lawful requests or legal process; (ii) protect the rights or property of RingGenius and its agents, members, customers, and others, including to enforce RingGenius agreements, policies and terms of use; (iii) respond to emergencies; (iv) initiate, render, bill, and collect for Services; or (v) facilitate or verify the appropriate calculation of taxes, fees, or other obligations or government requirements. Customer releases, discharges and holds harmless RingGenius from and against any and all liability relating to or arising from their acts or omissions related to any Account Dispute or in seeking to comply with any law or legal process.

36. CHOICE OF LAW, DISPUTE RESOLUTION, MEDIATION AND BINDING ARBITRATION. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the law of the State of Michigan and the United States without regard to conflicts of law's provisions thereof. Any waivers or amendments shall be effective only if made in writing and signed by an executive officer of RingGenius who is authorized to enter into such amendments. In the event of a dispute between the parties ("Dispute"), and prior to commencing arbitration, any Customer seeking to resolve such Dispute shall provide a summary of the Dispute and designated representative at the Vice President level or above to RingGenius at the Notice contact herein. After receipt of such summary, RingGenius shall appoint a designated representative at the Vice President level or above and the parties shall make good faith efforts to resolve such Dispute for a minimum of thirty (30) days. Only after the parties have completed these steps, either party may submit the Dispute to binding arbitration. CUSTOMER AGREES IT WILL NOT DEMAND ARBITRATION UNLESS CUSTOMER HAS FIRST FOLLOWED THESE PROCEDURES AND THIS SECTION MAY BE PLEADED AS A FULL AND COMPLETE BAR AND DEFENSE TO, AND MAY BE USED AS A BASIS FOR, AN INJUNCTION AGAINST ANY ARBITRATION, ACTION, SUIT, OR OTHER PROCEEDING INSTITUTED IN BREACH OF THIS SECTION. Binding arbitration shall be the sole and exclusive remedy for resolution of Disputes between the parties. Such Dispute shall be submitted for arbitration in Oakland County, Michigan, under the rules of the American Arbitration Association ("AAA"). The arbitrator's decision will be final and entered into any court of competent jurisdiction. The prevailing party will be entitled to recover its attorney's fees and costs in connection with such arbitration. Should either party bring a Dispute in a forum other than AAA, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such proceedings or in otherwise enforcing compliance with this Dispute resolution provision. Customer understands that Customer would have had a right to litigate Disputes through a court, and the Customer has expressly and knowingly waived that right and agreed to resolve any Disputes through binding arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this Section, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, or the breach, termination, applicability or validity thereof.

37. STATUTE OF LIMITATIONS. Customer agrees that regardless of any statute or law to the contrary, any suit or arbitration arising out of or relating to these Terms and Conditions and/or the use of the Services must be filed within one (1) year after the earlier of (a) the date when such claim or cause of action arose or (b) termination of Services to Customer pursuant to these Terms and Conditions or be forever barred.

38. CHANGES TO SERVICES, YOUR ACCOUNT AND THESE TERMS AND CONDITIONS. RingGenius may change these Terms and Conditions from time to time upon delivery of electronic or written notices to Customer. RingGenius generally provides written notice of changes to your Services and account, including these Terms and Conditions and any other legal agreements, via email, electronic notice on the RingGenius website or your account page, or on your billing statements, or as otherwise required by applicable law. You agree to carefully read and review



each such RingGenius notice and/or billing statement fully regarding any such notices of changes to these Terms and Conditions, your Services, and/or your account.

Subject to applicable law, such modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of these Terms and Conditions and become binding on you on the later of the date they are posted on the RingGenius website or as otherwise indicated in the notice to you. Customer agrees to be solely responsible for: (i) making sure that your registered email account is current and functional; (ii) checking your registered email account regularly; (iii) checking the RingGenius website and your account page regularly; and (iv) making sure that RingGenius communications are not blocked or rendered undeliverable by you, your computer, any software installed on your computer, your Internet service provider, or for any other reason. Continued use of the Services will constitute Your acceptance of the modified terms, including but not limited to modifications to these Terms and Conditions.

If the terms of these Terms and Conditions are, in RingGenius' sole discretion, materially amended and Customer does not wish to accept the modified terms, Customer may terminate Service as provided herein.

39. CUSTOMER NETWORK AND INTERNET CONNECTION. Customer is responsible for its own high performance and duly configured enterprise grade local computer network and broadband internet connection. RingGenius may as a courtesy, troubleshoot problems in our service caused by your internet connection, local computer network or third-party products, devices or services; however, responsibility for network and broadband interconnection performance is that of the customer and/or its broadband internet connection provider.

## Financed Equipment Terms and Conditions

The following terms and conditions ("Financed Equipment Agreement") apply to the financing of certain telephone hardware from RingGenius (i.e., financed equipment), which financing shall be known as RingGenius Financed Equipment (each device a "Financed Device" and collectively "Financed Devices"). The Financed Equipment Agreement incorporates the terms and conditions of the Agreement and the SOA, provided that if there is any conflict, the specific terms of the Financed Equipment Agreement supersede any conflicting terms of the Agreement. This Financed Equipment Agreement also supersedes any previous terms and conditions between the parties specifically applicable to Financed Devices.

1. **BILLING OF FINANCED DEVICES.** This Financed Equipment Agreement is for the financing of certain telephone hardware from RingGenius (each device a "Financed Device" and collectively, "Financed Devices") and is entered into by Customer and RingGenius when Customer places an order with RingGenius that includes Financed Devices. RingGenius charges a recurring monthly financing fee for each Financed Device (collectively, the "Financed Fees") for the term detailed within the SOA. Customer agrees to pay, as a part of your recurring RingGenius invoice, the Financed Fees for all Financed Devices. The same payment method and payment period will apply as for your payments for RingGenius Services. RingGenius will pro-rate the Financed Fees for any equipment that is financed, for the initial period from the start of the rental period until the end of then-current billing period for Services, and the start of the rental will begin on the date a Financed Device is recorded as delivered by a designated courier (the "Financed Activation Date").

2. **TERM AND TERMINATION DATE FOR FINANCED EQUIPMENT.** The Term of this Financed Equipment Agreement shall be coterminous with the agreement for other RingGenius Services under this Agreement and the SOA. The Financed Equipment Agreement with respect to a Financed Device shall commence on the Financed Activation Date and terminate when RingGenius receives full payment for the Financed Device(s) from Customer pursuant to the terms and conditions herein.

3. **ADDITIONAL CHARGES, TAXES AND FEES.** RingGenius' charges for the Financed Devices are exclusive of any and all additional services you may select, and also do not include taxes, fees, international usage, and other additional services. Sales tax varies by jurisdiction of purchase or rental and may be calculated based on full retail price or RingGenius cost price, as determined by the tax law in the jurisdiction of purchase or rental.

4. **OWNERSHIP OF FINANCED DEVICES.** No ownership interest in any Financed Device shall transfer to Customer unless and until RingGenius is in receipt of full payment for Services and Financed Devices Fees as detailed in the SOA as well as any outstanding charges for international calling, overdue charges, taxes, regulatory fees and any other amounts due from Customer to RingGenius resulting from the Agreement, and title is conveyed to Customer in writing. Customer shall not: (a) grant any third party any right to use, possess, or control any Financed Device; (b) sublease any Financed Device; (c) attempt to dispose of any Financed Device; (d) grant any right or interest in a Financed Device to any third party; and/or (e) otherwise do anything that undermines, discredits, or calls into question RingGenius' ownership of any Financed Device. RingGenius, as the owner of the Financed Devices may, without notifying you, assign RingGenius' interest in any Financed Device. In such event, RingGenius' assignee will have all of RingGenius' rights in the Financed Device under this Agreement, but none of RingGenius' obligations. You agree not to interfere with the transfer in any way and not to assert against RingGenius' assignee any claims, offsets, or defenses you may have against RingGenius. Upon RingGenius' request, you will execute and deliver to RingGenius any documents or forms for protecting RingGenius' ownership and interest in each Financed Device, including finance statements under the Uniform Commercial Code.

6. **LOSS OR DAMAGE TO FINANCED DEVICES.** Upon receipt of any Financed Device, Customer agrees to examine each Financed Device. Customer hereby agrees that if Customer does not notify RingGenius, within five (5) business days of your receipt of a Financed Device, of any issue with a Financed Device, each Financed Device is deemed to be in good working order at the time of receipt. If any Financed Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause. Customer will immediately notify RingGenius in writing and shall pay RingGenius within ten (10) business days a purchase price equal to the Manufacturer's List Price, as defined herein. This obligation does not apply to any damage to a Financed Device that is covered by the manufacturer's warranty.

7. **CUSTOMER USAGE OF FINANCED DEVICES.** Customer agrees to ensure that each Financed Device shall only be used in a reasonable, normal, careful and proper manner. Customer agrees that each Financed Device shall only be used exclusively in connection with RingGenius Services and, under no circumstances, shall a Financed Device be used with any other service; provided; however, that this requirement to use each Financed Device only with RingGenius Services shall not apply as to any Financed Device duly purchased according to the terms of this Financed Equipment Agreement and owned by Customer. Customer further agrees that: (a) each Financed Device will not be defaced or modified; (b) each Financed Device will not be used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each Financed Device must remain within the United States and may not be exported or re-exported to any country in any manner, including but not limited to in a contravention of U.S. export laws; (d) any legal, regulatory or certification or other markers affixed to a Financed Device shall not be removed, defaced, or otherwise obstructed; and (e) each Financed Device will only be repaired subject to RingGenius' express written authorization and in accordance with RingGenius' specific instructions and requirements.

Customer agrees that you shall, before returning any Financed Device or hardware that has data in its memory, transfer all files you wish to retain to another file source. Once such Financed Device or hardware is returned, Customer's files cannot be recovered. Customer hereby releases RingGenius of any liability for any lost, damaged, or destroyed files, data, or other information.

8. **OPTIONAL CUSTOMER PURCHASES.** At any time after (60) days after the Financed Activation Date, Customer may purchase a Financed Device. You agree to purchase the Financed Device at the Financed Device's Manufacturer's List Price, as defined herein, and RingGenius will adjust the amount of the Monthly Recurring Billing to reflect such purchase.

9. **UPDATES, CHANGES AND VERSIONS.** RingGenius may, in its discretion, update or change any of the terms and conditions of this Financed Equipment Agreement. The version of this Financed Equipment Agreement applicable to each Financed Device, is the version of this Financed Equipment Agreement in effect on the Financed Activation Date of use for that Financed Device, including the start of the financing for an upgraded Financed Device.

## Privacy Policy

This Privacy Policy identifies and describes the way RingGenius uses and protects the information we collect about Customers and Users. All use of RingGenius' products and services, as well as visits to our websites, are subject to this Privacy Policy.

### The Information We Collect, How We Collect It, And How We Use It

We may collect different types of personal and other information based on your use of our products and services and our business relationship with you. Some examples include:

- Contact Information that allows us to communicate with you – including your name, address, telephone number, and e-mail address;
- Billing information related to your financial relationship with us — including your payment data, credit history, credit card number, bank account number, Social Security numbers, security codes, and service history;
- Equipment, Performance, RingGenius' Website Usage, Viewing and other Technical Information about your use of our network, services, products or websites.

We collect information in three primary ways:

- You give it to us when you purchase or interact with us about a product or service we offer or provide;
- We collect it automatically when you visit our websites or use our products and services;
- We obtain it from other sources, such as credit agencies.

We may use the information we collect in a variety of ways, including to:

- Provide you with the best customer experience possible;
- Provide the services you purchase, and to respond to your questions;
- Communicate with you regarding service updates, usage tips, offers, and promotions;
- Deliver customized content and advertising that may be of interest to you;
- Address network integrity and security issues;
- Investigate, prevent or take action regarding illegal activities, violations of our Terms and Conditions or Acceptable Use Policies; and
- Provide local directory and directory assistance.

### Information Sharing

Subject to applicable legal restrictions, such as those Federal Communications Commission rules, orders and regulations that exist for Customer Proprietary Network Information ("CPNI"), the RingGenius companies may share your Personal Information with each other to make sure your experience is as seamless as possible, and you have the full benefit of what RingGenius has to offer.

We share your Personal Information only with non- RingGenius companies that perform services on our behalf, and only as necessary for them to perform those services.

- We require those non-RingGenius companies to protect any Personal Information they may receive in a manner consistent with this policy.
- We do not provide Personal Information to non-RingGenius companies for the marketing of their own products and services without your consent.

We may provide Personal Information to non-RingGenius companies or other third parties for purposes such as:

- Responding to 911 and/or E911 calls and other emergencies;
- Complying with court orders and other legal process;
- To assist with identity verification, and to prevent fraud and identity theft;
- Enforcing our agreements and property rights; and
- Obtaining payment for products and services that appear on your RingGenius billing statements, including the transfer or sale of delinquent accounts to third parties for collection

### Anonymous & Aggregate Information

- We collect some information on an anonymous basis. We also may anonymize the personal information we collect about you.
- We obtain aggregate data by combining anonymous data that meet certain criteria into groups.

- When we employ non-RingGenius companies to anonymize or aggregate data on our behalf, the requirements for sharing Personal Information with non-RingGenius companies apply.
- We may share aggregate or anonymous information in various formats with trusted non-RingGenius entities and may work with those entities to do research and provide products and services.

#### Safeguarding Your Information: Our Policy on Data Protection and Security

- We do not sell your Personal Information to anyone for any purpose. Period.
- We maintain information about you in our business records while you are a customer, or until it is no longer needed for business, tax, or legal purposes.
- We have implemented encryption or other appropriate security controls to protect Personal Information when stored or transmitted by RingGenius.
- We require non-RingGenius companies acting on our behalf to protect any Personal Information they may receive in a manner consistent with this Policy. We do not allow them to use such information for any other purpose.

#### Customer Privacy Controls and Choices

- You can review and correct your Personal Information collected by us.
- You can limit certain types of solicitation communications from RingGenius, including marketing contacts made via telephone, e-mail and text messaging.
- We will provide you with notice of changes to this policy.

## 911 Statement

1. ACKNOWLEDGEMENT. CUSTOMER ACKNOWLEDGES THAT RINGGENIUS'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 AND/OR E911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911, E911 AND OTHER EMERGENCY DIALING AND FUNCTIONS WORK. THE DIFFERENCES ARE DETAILED BELOW, AND CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911, E911, AND OTHER EMERGENCY LIMITATIONS DESCRIBED HEREIN.
2. ALTERNATIVE MEANS. RINGGENIUS ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911, E911 AND OTHER EMERGENCY SERVICES.
3. ELECTRICAL POWER. CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.
4. INTERNET ACCESS. CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF END USER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.
5. NON-VOICE SYSTEMS. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, TTY EQUIPMENT, AND ENTERTAINMENT OR SATELLITE TELEVISION SYSTEMS. END USER HAS NO CLAIM AGAINST RINGGENIUS FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.
6. REGISTRATION. CUSTOMER'S WHO SUBSCRIBE TO RINGGENIUS SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT WITH RINGGENIUS BY CALLING CUSTOMER SERVICE AND AGREE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. CUSTOMER ACKNOWLEDGES THAT RINGGENIUS'S ONLY MECHANISM FOR ROUTING 911, E911, OR ANY OTHER EMERGENCY CALLS TO THE CORRECT EMERGENCY CENTER (PUBLIC SAFETY ANSWERING POINT OR "PSAP") IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY RINGGENIUS WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO RINGGENIUS BY CUSTOMER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, RINGGENIUS MAY ATTEMPT TO ROUTE A 911, E911 OR ANY OTHER EMERGENCY CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH THE CUSTOMER'S ACCOUNT OR INITIAL ORDER.
7. CUSTOMER ALSO ACKNOWLEDGES THAT RINGGENIUS E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE RINGGENIUS E911 SERVICES UNSUITABLE FOR SOME CUSTOMERS. BECAUSE CUSTOMER CIRCUMSTANCES VARY WIDELY, CUSTOMERS SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON RINGGENIUS E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET END CUSTOMER'S EMERGENCY CALLING NEEDS AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH RINGGENIUS'S E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:
  - I. RINGGENIUS'S E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S PHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE SERVICE, INCLUDING FOR E911 PURPOSES.
  - II. THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING RINGGENIUS E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE RINGGENIUS E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE RINGGENIUS NETWORK, THERE IS A POSSIBILITY THAT A RINGGENIUS 911, E911, OR OTHER EMERGENCY CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911, E911, OR OTHER EMERGENCY CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.
  - III. IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE RINGGENIUS EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, RINGGENIUS 911 AND/OR E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR (PUBLIC SAFETY ANSWERING POINT OR "PSAP").
8. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT RINGGENIUS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING RINGGENIUS SERVICE OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911, E911 AND OTHER EMERGENCY SERVICE DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RINGGENIUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD

PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO DIALING OF 911, E911 OR OTHER EMERGENCY SERVICES OR FUNCTIONS.