

1. Service Agreement This is an agreement ("Agreement") between FSN BroadBand L.P. ("we", "us" or "FSN-BB") and you, an end user ("you" or "user") of FSN-BB's Broadband Phone Service (the "Service") as described herein. By establishing, activating, using, or paying for the Service, you acknowledge that you have read and understood these terms, you agree to the terms and conditions in this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms, **including those pertinent to 911 Emergency Dialing**, and to the prices, charges, and conditions provided to you in association with your enrollment, including marketing materials and the FSN-BB websites, which are incorporated herein by reference. This Agreement governs the Service and any devices - such as a VoIP phone, analog telephone adaptor, multimedia terminal adapter or other Internet connection device or computer operating software enabling the Service (each alone or all collectively known as "Equipment") - website, or software used in conjunction with the Service.

2. SERVICE DESCRIPTION.

2.1 Service Requirements. The Service requires Equipment obtained through FSN-BB or a third party that allows you to place and receive calls by using a high-speed Internet connection. FSN-BB will provide and support your high-speed Internet connection (under this Agreement), which you will need for broadband phone service. **Since the Service depends on high-speed internet, the correct configuration of the Equipment, and an adequate power supply, FSN-BB does not guarantee continuous availability.** You acknowledge and understand that the Service will not function in the absence of electrical power or if there is an interruption of your high-speed Internet connection. A power failure may require you to reset or reconfigure your Equipment or other equipment in order to restore the Service.

2.2 Service Limitations. You understand and acknowledge that the Service may not be compatible with all non-voice communications equipment, including but not limited to, **home security systems, medical monitoring equipment, fax machines, satellite television systems, and computer modems.** You waive any claim against FSN-BB for interference or disruption of such services and equipment.

2.3 Term. Service is offered on a monthly basis for a term that begins on the date that FSN-BB activates your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis unless you give us written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to disconnect Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite ten-day notice of disconnection prior to the expiration of the then-current term. Expiration of the term or disconnection of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement. Notwithstanding the foregoing, if you disconnect FSN-BB service after the Money Back Guarantee period (see section 10.0), but within the first twelve months, FSN-BB charges a disconnection fee of \$39.99 per line.

2.4 Prohibited Uses. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation,

unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, FSN-BB will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

2.5 Inappropriate Conduct. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, FSN-BB will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, FSN-BB reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

2.6 Tampering with the Device or Service Prohibited. You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

2.7 Theft of Service. You shall not use the Service in a manner calculated to avoid FSN-BB policies and procedures. You shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. FSN-BB reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

2.8 Return of Device You must return the device when you are finished using the Service. FSN-BB will provide you with the address to send the equipment. Shipping is at your expense. **Each device must be returned in good and working condition, normal wear and tear expected, within fourteen days or a \$99. per device charge applies for each device not returned within fourteen (14) days.** Example: this Service typically requires two devices (a terminal adapter and DSL modem) as such two devices must be returned to FSN-BB within fourteen (14) days of cancellation or you will be charged \$198. total. FSN-BB will credit some services fees if you adhere to section 10.0 and cancel during the Money Back Guarantee period.

2.9 Number Transfer on Service Disconnection. Upon the disconnection of your Service, we may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if: such new service provider is able to accept such number; your account has been properly disconnected; your account is completely current, including payment for all charges and applicable disconnection fees; and you request the transfer upon disconnecting your account. We may charge a fee for this service.

2.10 Service Distinctions. The Service is not a telecommunications service and we provide it on a best efforts basis. Things beyond our control may affect the Service, such as power outages, fluctuations in the internet, your underlying broadband service. Other things may affect Service, such as maintenance. FSN-BB will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

2.11 Risk of Loss. You will bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

2.12 No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.13 No Directory Listing. The phone numbers you obtain from us will not automatically be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, retain the listing automatically. In certain areas we may offer to list your number for you. This service is not available in all areas.

2.14 Incompatibility With Other Services.

(a) Home Security Systems. The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

(b) Certain Broadband, Cable Modem, and Other Services. You acknowledge that the Service presently is not compatible with AOL cable broadband service, certain versions of TiVO, and there may be other services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide

modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

2.15 Your Responsibility. You acknowledge and agree that you are fully responsible for all use on your account, and you accept full liability and responsibility for the actions of anyone who uses the Service via your account with or without your permission. You should safeguard your usernames and passwords, as well as the identifier of the Equipment (referred to as the "MAC address") which FSN-BB uses to authenticate usage on your account. Some of your calls may be transmitted over the public Internet, and you acknowledge that you are aware that the Internet is not a secure network, and that third parties may be able to intercept, monitor, or corrupt information you transmit over the Internet.

2.16 Resale and Transfer. You are expressly prohibited from reselling or transferring the Service, Equipment, and/or software to any other person for any purpose, without express written permission from FSN-BB in advance.

2.17 Residential Use. The Service is intended for normal residential use. You are expressly prohibited from using the Service for autodialing, telemarketing (including without limitation charitable or political solicitation or polling), continuous or extensive call forwarding, fax broadcast, fax blasting, or any other activity that results in excessive usage inconsistent with normal residential or home office usage patterns. If FSN-BB determines, in its sole discretion, that you are reselling the Service, allowing persons residing outside of your household to regularly use the Service, or that your Service is being used for any of the aforementioned activities, FSN-BB reserves the right to immediately terminate without notice or modify the Service and to assess additional charges for each month in which excessive usage occurred.

2.18 Local Number Portability. If you transfer to FSN-BB an existing phone number which is currently subscribed to a carrier other than FSN-BB, the following terms and conditions apply: (1) you hereby authorize FSN-BB to notify your local telephone company of your decision to switch your local services to FSN-BB and to transfer your telephone number, and represent that you are authorized to take this action; (2) you acknowledge and agree that you must successfully install and activate your Equipment prior to the date that the number switch becomes effective; and (3) FSN-BB has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number. You remain solely responsible for any charges you incur with the telephone company from which the number is being transferred during the period of the transfer, regardless of delays in completing the transfer caused by any reason by any party.

2.19 Network Integrity and Security. You are expressly prohibited from any use of the Service or any other action that, in FSN-BB's sole discretion, is deemed to present a risk to the network integrity or security of FSN-BB or its vendors, whether directly or indirectly. FSN-BB, in its sole discretion, may terminate your Service without advance notice if it determines your actions could cause a network disruption or security breach.

2.20 Telephone Number. You may not sell any telephone number assigned by FSN-BB ("Number"). Upon termination of the Service, FSN-BB may, in

its sole discretion, release a Number that was ported in from a previous service provider to FSN-BB by you and used in connection with your Service provisioned by FSN-BB to your new service provider, if such new service provider is able to accept such Number, provided that your entire account has been terminated, that you have paid all charges due to FSN-BB, and that you request the transfer upon terminating your account.

2.21 Use Outside the United States. The Service is intended for use in the United States. If you remove the Equipment to a country other than the United States, you do so at your sole risk, including the risk that such activity violates local laws in the country where you do so. Use of the Service is expressly prohibited wherever its use violates local laws, and you are personally liable for any such violations. FSN-BB reserves the right to terminate your Service immediately and without notice if it determines that you are using the Service in violation of applicable local laws.

3. CHARGES, PAYMENTS, TAXES, SUSPENSION, AND DISCONNECTION

3.1 Billing. Services are billed monthly and are due by the due date on the monthly invoice. We reserve the right to require a valid email address and an approved billing method: credit card or debit card number from a card issuer that we accept or checking account information. We reserve the right to stop accepting credit or debit cards from one or more issuers. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is cancelled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, applicable taxes and surcharges in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your approved payment method including but not limited to: Activation fees; monthly Service fees; usage charges; international usage charges; advanced feature charges; premium services/Add-Ons, equipment purchases; regulatory recovery fee; Emergency 911 Cost Recovery; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published on our website and may change from time to time. Notification of monthly invoices will be sent to you. We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$50. FSN-BB bills usage charges in full minute increments that are rounded up to the next full minute unless otherwise set forth in the rate schedules found on our website. FSN-BB bills fractional usage charges in full cents that are rounded up when the value is \$.005 or more and down when the value is less than \$.005, unless otherwise set forth in the rate schedules found on our website.

The above fees are defined as follows: Activation Fee - This fee covers charges for setting up your account and activating you on our system. Monthly Service Fee - This is the basic charge associated with your monthly service. This fee includes the calling charges for areas defined by your plan; the features associated with your plan and basic account services. Usage Charges - If you exceed the number of calling minutes on your plan, FSN-BB will bill you for the minutes you use above your allowance. FSN-BB also bills for calls to directory assistance and other information services. International Usage Charges - These are the additional fees associated with calls to locations outside of the US, Canada and Puerto Rico. Advanced Features, Add-Ons, Premium Services - FSN-BB charges additional fees for enhanced features and services such as Virtual Phone Number, SoftPhone, and inside Wire Maintenance. Equipment Purchases - In most instances, we will loan you the equipment associated with your FSN-BB service in exchange you agree to return it good and working condition when your service is discontinued. You will insure it against loss or theft at your expense and authorize us to charge your approved payment method for such

loss or non-return. Regulatory Recovery Fee - A regulatory recovery surcharge of \$0.99 applies to each phone number. FSN-BB uses this fee to pay our regulatory-related fees and expenses, including taxes, number portability charges, and related legal fees.

Federal Universal Service Fund - This charge will generally be applied to your bill at the present rate as posted on our website. Emergency 911 Cost Recovery of \$0.99 applies to each line of service. This fee is used to recover costs directly associated with developing, implementing and maintaining a nationwide E911 in compliance with FCC regulations, FSN-BB 911 dialing and the FSN-BB national 911 emergency call center. Taxes - FSN-BB is required to bill and collect local, state and federal taxes imposed on FSN-BB customers by the various taxing authorities. FSN-BB passes all taxes it collects on to the appropriate taxing authority. 911 Fees - State and/or local governments may assess fees on FSN-BB to pay for emergency services in your community. FSN-BB bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. FSN-BB is committed to supporting public safety services and resources in your State. For more information, and to learn more about the fees collected in your community for emergency services, contact your state or local elected official.

3.2 Billing Disputes. You must notify us in writing within seven days after receiving your charges (credit or debit card or bank statement) if you dispute any FSN-BB charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to either the address where payment is due or Customer Care Billing Department FSN-BB 1314 E Las Olas Blvd Fort Lauderdale, FL 33301

3.3 Late Payment Charge. We may add interest charges and late payment fees at the rates as posted on your invoice and our website. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit or debit card, we will charge you an additional \$25.00. If the state where you receive the Service requires a different fee, we will charge you that amount.

3.4 Suspension, Disconnection, Discontinuance of Service. We reserve the right to suspend or discontinue the Service generally, or to disconnect your Service, or to change your Service such that it may be limited as to the phone numbers you may dial. We may do this at any time, and any number of times, for the reasons of non-payment, chargeback, abuse of the service, violation of this Agreement, violation of the law, to preserve the integrity of our system, or for any other reason whatsoever that we deem necessary in our sole and absolute discretion without any prior notice to you.

If we discontinue the Service generally, or disconnect your Service without a stated reason, you will only be responsible for charges accrued through the last date of the month in which the disconnection takes place, without limitation, unbilled charges, plus the disconnection fee, if applicable, all of which will immediately become due and payable. FSN-BB will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

3.5 Taxes. State and local governments may assess taxes, surcharges and/or fees on your use of FSN-BB service. These charges may be a flat fee or a percentage of your FSN-BB charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges

now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

3.6 Disconnection Fee. You will be charged a disconnection fee of \$39.99 per line if your Service is disconnected for any reason after the Money Back Guarantee period and within the first year following the activation of your Service.

3.7 Service Interruption. You acknowledge and agree that credit allowances for interruption of the Service will not be provided.

3.8 Charges for Directory Calls (555-1212 & 411). We will charge you \$0.99 for each call made to directory assistance.

4. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

4.1 Limitation of Liability. We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: (1) an act or omission of an underlying carrier, service provider, vendor or other third party; (2) equipment, network or facility failure; (3) equipment, network or facility upgrade or modification; (4) force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; (5) equipment, network or facility shortage; (6) equipment or facility relocation; (7) service, equipment, network or facility failure caused by the loss of power to you; (8) outage of, or blocking of ports by, underlying ISP or broadband service provider or other impediment to usage of the Service caused by any third party; (9) any act or omission by you or any person using the Service or Device provided to you; or (10) any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded. Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

4.2 Disclaimer of Liability for Damages. IN NO EVENT WILL FSN-BB, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

4.3 Indemnification and Survival.

(a) Indemnification. You shall defend, indemnify, and hold harmless FSN-BB, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Device. **(b) Survival.** The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

4.4 No Warranties on Service. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER FSN-BB NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF FSN-BB'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY FSN-BB OR FSN-BB'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

4.5 Device Warranties.

(a) Limited Warranty. Except as set forth herein, if you received a Device from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

(b) No Warranty. IF A LIMITED WARRANTY DID NOT COME WITH YOUR DEVICE, YOU ARE ACCEPTING THE DEVICE "AS IS". YOUR DEVICE IS NOT ELIGIBLE FOR REPLACEMENT, REPAIR OR REFUND AFTER THE MONEY BACK GUARANTEE PERIOD.

(c) Disclaimer. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS

"ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

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

4.7 Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

MISCELLANEOUS

5.1 General Provisions. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement. Failure by FSN-BB to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. This Agreement, and all other aspects of the use of the Service and the FSN-BB website, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use or pay for the Service. This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements, or proposals concerning the Service, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor FSN-BB is relying on any representations or statements by the other party or any other person that are not included in this Agreement. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.2 Events Beyond Our Control. FSN-BB will not be responsible to you for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

5.3 Assignment. We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Service without our prior written consent.

5.4 Governing Law. The Agreement and the relationship between you and us is governed by the laws of the State of Florida without regard to its conflict of law provisions. To the extent court action is initiated to enforce

an arbitration award or for any other reason consistent with Section 5.2, you shall submit to the personal and exclusive jurisdiction of the courts located within the Commonwealth of Pennsylvania and waive any objection as to venue or inconvenient forum.

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

5.6 Copyright, Trademark, and Unauthorized Use. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and materials on FSN-BB's website are protected by copyright, trademark, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of FSN-BB are and shall remain the exclusive property of FSN-BB and nothing in this Agreement shall grant you the right or license to use such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software strictly in accordance with the terms and conditions of the Agreement, and that the Equipment is exclusively for use in connection with the Service.

5.7 Audit and Law Enforcement. FSN-BB reserves the right to audit your use of the Service to enforce the provisions of this Agreement. FSN-BB reserves the right to track and monitor your Service and usage subject to the requirements of the United States Patriot Act and other laws and appropriate law enforcement processes. You acknowledge and agree that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable federal or state law.

5.8 DISPUTE RESOLUTION BY BINDING ARBITRATION

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

YOU ACKNOWLEDGE THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL

Any dispute or claim between you and FSN-BB arising out of or relating in any way to the Service or the Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision shall be final and binding. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms. Without limiting the foregoing, the parties agree that no arbitrator has the authority to award relief in excess of what this Agreement provides.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT, INCLUDING PUNITIVE OR EXEMPLARY DAMAGES OR ATTORNEYS' FEES. YOU AND FSN-BB BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

The arbitration shall be conducted in English in either the State of Florida or the Commonwealth of Pennsylvania (at our choice) and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or FSN-BB may seek any interim or preliminary relief from a court of competent jurisdiction in the Commonwealth of Pennsylvania, necessary to protect the rights or property of you or FSN-BB pending the completion of arbitration.

6. FUTURE CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date mailed to you. Such changes will become binding on you on the date they are deposited in the mail to you and no further notice by us is required upon your continued use of the Service. The Agreement supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

7. PRIVACY

FSN-BB Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. FSN-BB is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy at www.FSN-BB.com for additional information.

8.0 Survival. The provisions of this Agreement relating to indemnification (including those relating to 911 Emergency Dialing), limitations on liability, warranty limitations, billings, and your obligations to pay for the Service provided, including any additional usage charges, shall survive any termination of this Agreement or termination of the Service.

9.0 Non-Waiver. Failure by FSN-BB to insist upon strict performance of any terms or conditions of this Agreement or failure or delay to exercise any rights or remedies provided herein or by law shall not release you from any of the warranties of obligations of this Agreement, and shall not be deemed a waiver of any right of FSN-BB to insist upon strict performance hereof or any of its rights and remedies.

10.0 Money Back Guarantee; Limitations and Conditions.

FSN-BB provides a thirty one (31) day money back guarantee from the date of your application for Service ("Money Back Guarantee Period.") As long as you disconnect service within the Money Back Guarantee Period and return your equipment with a valid return authorization number ("ETP#") to FSN-BB within fourteen (14) days of obtaining an ETP# from us, FSN-BB will issue one disconnection fee credit to your account. Application under this section is deemed to have occurred when you electronically approved your order for service. The money back guarantee applies only to the first-ordered line per account, not to additional or secondary lines. We will refund the Monthly Charge for the first month of Service and any

disconnection fee (if applicable) provided that: (1) You have not exceeded 500 minutes of usage, (2) You cancel your Service within the thirty-one (31) day period exactly as outlined herein, (3) Prior to returning the Device to us, you obtain a valid return authorization number by calling our customer service number and receiving a valid return authorization number (typically a seven digit number with a prefix "ETP" eg: ETP 1234567), (4) You return the Device to us at your expense, in original condition, normal wear and tear excluded, within fourteen (14) days after the date you receive your ETP number, and (5) The Device is returned and is accompanied by all components, accessories, parts, manuals, registration cards and other documentation **with the ETP# written on the outside of the shipping box.** FSN-BB may not be able to refund all or any other applicable taxes depending on your jurisdiction. You will be responsible for any charges for toll, international usage and directory assistance and fees. We reserve the right to discontinue this money back guarantee at any time, without prior notice.

11. 911 EMERGENCY DIALING

BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF FSN-BB 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS. You agree to notify any user who may place calls using your Service, including any household residents or guests who may be present in your household, of the limitations of FSN-BB 911 Emergency Dialing.

11.1 FSN-BB 911 Service. FSN-BB 911 Emergency Dialing is not available in all areas. To activate this service where available, you must register the physical location of your Equipment with FSN-BB, and **that location must be within the geographic serving area of a Public Safety Answering Point ("PSAP") to which FSN-BB has enabled for this service.** If you fail to activate and properly configure 911 Emergency Dialing, the Service will not support 911 Emergency Dialing, and you acknowledge and agree to this requirement. **911 Emergency Dialing may not function for up to ten (10) business days after FSN-BB activates your Service,** and you acknowledge and agree to this requirement.

11.2 Service Address. You must provide the address which will be associated with the Service ("Service Address") during the registration process. The service address you provide must be in the same rate center as the Household (primary) number you have selected. Failure to provide the correct and proper Service Address may result in misdirecting 911 calls to the incorrect PSAP or emergency operator and/or the failure to reach the correct location and render emergency service when requested. You acknowledge that 911 dialing will not function properly if you move your Equipment to another Service Address, either temporarily or permanently, unless the new Service Address has been properly recorded and is in an area for which FSN-BB provides 911 Emergency Dialing. You may change your Service Address by following the procedures specified on the FSN-BB website. Change of Service Address will take a minimum of ten business days to properly update the 911 emergency databases.

11.3 Authorization to disclose information. You authorize us to disclose your name and address to third-parties involved with providing 911 dialing to you, including, without limitation, call routers, call centers and local emergency centers.

11.4 Notify All Users. You should inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of FSN-BB 911 as compared with traditional 911 or E911. The documentation that accompanies each Device that we loan you or you purchase will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department.

11.5 Service Outages.

(a) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing. **(b) Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service.** Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning. **(c) Service Outage Due to Disconnection of Your FSN-BB Account.** Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning. **(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that FSN-BB is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement. **(e) Other Service Outages.** If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

11.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

11.7 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

11.8 Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties

to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither FSN-BB nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless FSN-BB, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

11.9 Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

11.10 Acknowledgement. You understand and acknowledge that FSN-BB 911 Emergency Dialing has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. **These characteristics may make FSN-BB unsuitable to some users.** You should carefully evaluate your circumstances when deciding to activate FSN-BB Service. You acknowledge that it is your responsibility to determine the technology or combination of technologies best suited to meet your emergency calling needs, and to make the necessary provisions for access to emergency calling services, such as maintaining a conventional phone line or wireless phone as a backup means of completing emergency calls.

[v1.0 08-07-2007]