

ABA Net Customer Service Agreement – All Jurisdictions

Introduction

This ABA Net Customer Service Agreement (“Agreement”) sets forth the rates, charges and terms and conditions that apply to the international, interstate and intrastate telecommunications services provided to you by ABA Net, LLC and its affiliates (“ABA Net”).

By becoming a customer of ABA Net, as described herein, you (“the purchaser of long distance Services”) have agreed to the following terms and conditions related to the Services provided by ABA Net, including any changes that may be made to the Agreement as provided herein.

If you have any questions about the Agreement, contact ABA Net’s Customer Service Department toll-free at 1-866-862-7232 regarding those questions.

If you do not agree to the rates, charges and terms and conditions of the Agreement, you may cancel the Services by calling the ABA Net Customer Service Department at the above number.

Definitions

“You” and “Your” mean the purchaser of Service(s) as a customer of ABA Net.

“ABA Net”, “We”, “Our” and “Us” mean ABA Net, LLC and any ABA Net affiliates authorized to provide the Services.

“Service” or “Services” mean the international, interstate (state to state calling) or intrastate (in state calling) telecommunications services you register to use or pay for that ABA Net provides under this Agreement and any new or additional telecommunications services that you register to use or pay for that ABA Net provides.

“Standard Rate Schedule” contains the specific rates and charges, service descriptions and other terms and conditions not set forth herein or in ABA Net Tariffs that apply to your Services.

“Tariffs” for intrastate Services are filed in accordance with state utility regulatory commission rules and contain the specific rates and charges, service descriptions and other terms and conditions not set forth herein that apply to your Services.

This Agreement incorporates herein by reference the ABA Net Standard Rate Schedule and applicable ABA Net Tariffs.

1. Commencement of Service

Registering to use, using or paying for the Services offered by ABA Net will indicate your acceptance of the terms and conditions of this Agreement, as well as your acknowledgement that you are responsible for all charges related to the use of the Services.

2. Rates, Charges and Payment

ABA Net will invoice you for Services at rates and charges set forth in ABA Net's Standard Rate Schedule and applicable Tariffs, as well as for taxes, fees, and surcharges that ABA Net is required by law to collect, including, but not limited to, Universal Service Fund and local and state telecommunication taxes.

Service rates and charges may include a one-time connection fee of \$4.99 and a monthly recurring charge of \$4.99 for access to international and interstate Services. For Services that incur the monthly recurring charge, such charge will be offset by a \$4.99 credit when the monthly international and interstate usage charges, excluding taxes, fees and surcharges, exceed \$50.00. Service rates and charges may also include monthly fees, monthly minimums, carrier access charges and other surcharges assessed by ABA Net as determined by your use of the Services. ABA Net's Service rates and charges, reflected in the Standard Rate Schedule and applicable state Tariffs, are available online at www.abanet.us. If Services are accessed via a toll paid number, you are solely responsible for any charges from your underlying toll carrier.

International and Interstate usage charges are calculated as reflected in the Standard Rate Schedule. Intrastate usage charges are calculated using a six (6) second increment with a minimum per call, which minimum shall be no more than sixty (60) seconds. ABA Net's Service usage calculations, rates and charges are subject to change without prior notice; including, but not limited to, as required to align usage calculations and rate increases with those from the Company's underlying wholesale carrier(s). ABA Net will pass through any changes to taxes, fees or surcharges that are imposed by local, state or federal authorities on Services to which you subscribe. All state and/or local charges will be calculated based on your mailing address. Once adjusted rates and charges appear on your invoice, your failure to cancel your Service prior to the end of the next billing cycle will indicate your agreement to accept the adjustments or modifications to Service rates and charges. ABA Net will determine the format of the invoice and reserves the right to change that format from time to time. With the exception of the initial billing period, which may reflect a partial month of Service, ABA Net will invoice you on a monthly basis. In addition to the Service rates and charges and related taxes, surcharges and fees, ABA Net, at its sole discretion, may assess incremental charges in the event you fail to abide by the terms of this Agreement:

- A late payment charge of 1.5%, or the maximum interest allowed by law if less than 1.5%, applies to any balance carried forward to the next month's bill;
- A charge of \$30.00, or the maximum allowed by law, applies for any check returned due to insufficient funds;
- A charge of \$30.00, or the maximum allowed by law, applies for uncollectibles;
- A reconnect charge of \$20.00.

All bills are due upon receipt. Should you believe that any of the amounts charged on your bill are erroneous, you must contact ABA Net in writing within thirty (30) days of the invoice date or the amounts charged shall be deemed correct and not subject to further dispute. Notwithstanding the foregoing, all invoiced amounts; including amounts disputed, must be paid when due and are not subject to withholding. ABA Net will review the dispute and contact you in writing stating the resolution of the dispute and the reason for its decision. Disputed amounts found in your favor will be credited on the next invoice following such resolution.

In the event that your Service is terminated by you or ABA Net, you will be responsible for all unpaid amounts due, including late payment charges, if any, up to and including the date the Service is terminated, as well as all expenses (including attorney's fees and court costs) that ABA Net may incur in attempting to collect such outstanding amounts.

3. Credit Check

Prior to the commencement of Service, ABA Net may require a credit check. Depending on the information contained in such credit check, ABA Net may require a security deposit or a pre-payment. Interest shall accrue on such security deposit or pre-payment to the extent required and in conformity with applicable law and ABA Net Tariffs.

4. Unauthorized Use of Service

ABA Net's Services are being provided to you on the specific terms to which you and ABA Net have agreed as set forth herein. You acknowledge that your use of the Services must comply with the provisions of this Agreement and all applicable laws and regulatory requirements. You also agree not to use the Services for any unlawful or abusive purpose or in any way that damages ABA Net's property, or interferes with or disrupts ABA Net's systems or the services provided to other ABA Net customers. You acknowledge that you may not, consistent with this Agreement, transmit any communication that violates any laws, court orders, or regulations or that would be offensive, abusive or injurious to the recipient. Further, you agree that you will not share the Services and that you will utilize the Services in a manner that is consistent with their commercial intent and viability. You may not resell any of ABA Net's Services without ABA Net's prior written consent. If you believe that unauthorized calls are being made on your account, or you suspect fraudulent use of the Service, you must notify ABA Net immediately of such activity. Until such report is made to ABA Net, you will be responsible for all calls made on your account. Notwithstanding the above, to protect you against fraudulent Service usage, ABA Net may, in its sole discretion, suspend Service in the event that activity on your account exceeds \$100.00 in any billing cycle unless you have requested a higher amount by contacting ABA Net in advance by phone at 1-866-862-7232 or by mail at 11510 Georgia Avenue, Suite 101, Silver Spring MD 20902.

5. Confidentiality

All information obtained by ABA Net stemming from its role in providing Services is confidential and will not be disclosed by ABA Net to any third parties, without your expressed consent, other than:

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- Another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- A third party Agent retained by ABA Net to evaluate your credit worthiness, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
- A public authority or agent of a public authority as required by law;
- A third party sales or marketing representative, contractor or agent with whom ABA Net has a relationship.

Expressed consent may be taken to be given by you where you provide:

- Written consent;
- Oral confirmation by an independent third party;
- Electronic confirmation through the use of a toll-free number;
- Electronic confirmation through the use of dial number (toll paid or toll-free) to access ABA Net Service;
- Consent through other methods as long as an objective documented record of your consent is created by you or an independent third party.

6. Limitation of Liability

ABA Net is not liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or facility supplier, by unavailability or discontinuation of services to ABA Net or to other services utilized by ABA Net, by network problems, lack of connections or network problems, equipment failure or incidents in the course of upgrade or modification, Acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility unavailability or relocation, or causes beyond our reasonable control, including without limitation the failure of an incoming or outgoing call, failure of 9-1-1 service or location services, priority access or secured call service. EVEN IF ABA NET HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ABA NET IS NOT LIABLE FOR ANY TO YOU, YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION: INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE; LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS, COST OF REPLACEMENT PRODUCTS AND/OR SERVICES, SUSPENSION OR TERMINATION OF SERVICES OR OUR INABILITY TO USE THE SERVICE, THE CONTENT OF ANY MESSAGE OR COMMUNICATION TRANSMITTED TO OR RECEIVED BY YOU; OR LOSSES RESULTING FROM PURCHASE OF GOODS OR SERVICES THROUGH USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES. WHERE THAT IS SO, THE ABOVE EXCLUSIONS OR LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

THE MAXIMUM AGGREGATE LIABILITY OF ABA NET TO YOU, AND THE EXCLUSIVE REMEDY IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE SHALL BE A REFUND OR REBATE OF THE PRORATED PERIODIC OR OTHER SERVICE CHARGES YOU HAVE PAID OR OWE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF MONEY DAMAGES.

7. Customer Service

If you have any problems with your Service or if you have complaints, recommendations or suggestions, you are urged to contact ABA Net's Customer Service Department toll free at 1-866-862-7232 or by mail at 11510 Georgia Avenue, Suite 101, Silver Spring MD 20902.

8. Termination

This Agreement will remain in effect until such time as you cancel your Service by contacting the ABA Net Customer Service Department directly using the contact information provided in Section 7 for cancellation instructions. Notwithstanding any other terms herein, ABA Net reserves the right to terminate this Agreement and discontinue providing the Services at any time in the event that you breach the terms of this Agreement for any reason, including, but not limited to, failure to pay amounts invoiced for your use of the Service and fraudulent use of the Services. Should ABA Net have reason to believe that your long distance service provider has been switched without your knowledge or approval (a practice known as "slamming") ABA Net may, in its sole discretion, contact you to confirm that you have authorized the change.

9. Agreement

This Agreement in combination with ABA Net's Standard Rate Schedule and applicable Tariffs fully represent the terms agreed to by you and ABA Net; and they supersede all prior conversations, discussions, correspondence and agreements between you and ABA Net concerning ABA Net's Services. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. No delay or omission by ABA Net to exercise any right or power accruing upon any non compliance or default by you with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Notwithstanding the foregoing, ABA Net reserves the right to modify or change this Agreement, its Standard Rate Schedule or its Tariffs from time to time.

To the extent there is a conflict between material terms of this Agreement and any applicable state Tariff or the Standard Rate Schedule, the controlling material term(s) for Services provided shall be in order as follows; first, the applicable state Tariff; second, the Standard Rate Schedule; and third, the Agreement.