Terms & Conditions

NETSYNC

Privacy Policy
Netsync Internet Services Corporation ("Netsync") will not trade, sell, or disclose to any third party any form of customer identifiable information without the consent of the customer. Netsync collects information in various ways from its customers who access the various parts of our Services. We use this information primarily to provide a customized experience as you use our Services and, generally, do not share this information with third parties. However, we may disclose personal information collected if we have received your permission beforehand or in very special circumstances, such as when we believe that such disclosure is required by law or as required by subpoena, search warrant or other legal process or in the case where failure to disclose information will lead to imminent harm to the customer or others. This includes information derived from registration, subscription, and use of Netsync services.

Collection / Use of Information
Netsync shall collect and use customer identifiable information for billing, provisioning of service, to solve problems associated with service, and to inform customers of new products or services that will better meet their needs.

We may periodically conduct both business and individual customer surveys. We encourage our customers to participate in these surveys because they provide us with important information that helps us to improve the types of services we offer and how we provide them to you. Your personal information and responses will remain strictly confidential, even if the survey is conducted by a third party. Participation in our customer surveys is voluntary.

We take the information we receive from individuals responding to our Customer Surveys and combine (or aggregate) it with the responses of other Netsync customers to create broader, generic responses to the survey questions (such as gender, age, residence, hobbies, education, employment, industry sector, or other demographic information). We then use the aggregated information to improve the quality of our services to you, and to develop new services and products. This aggregated, non-personally identifying information may be shared with third parties.

It is Netsync's policy not to use or share the personal information about our customers in ways unrelated to the ones described above without also providing you an opportunity to opt out or otherwise prohibit such unrelated uses. However, Netsync may disclose personal information about our customers, or information regarding your use of the Services, for any reason if, in our sole discretion, we believe that it is reasonable to do so, including: to satisfy laws, such as the Electronic Communications Privacy Act, regulations, or governmental or legal requests for such information; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Acceptable Use Policy or other user policies; to operate the Services properly; or to protect Netsync and our customers.

Security
Netsync has invested and deployed a wide variety of technology and security features to ensure the privacy of customer information on its network. In addition, Netsync has implemented strict operations guidelines to ensure customer privacy is safeguarded at every level of its organization. Netsync will continue to revise policies and implement additional security features as new technologies becomes available.

Unlawful Activity
Netsync may use customer identifiable information to investigate and help prevent potentially unlawful activity or activities that threaten the integrity of service or network integrity or otherwise violate Netsync's Service Level Agreement.

Account Information
Netsync will do its best to honor requests from customers for account information, for example, name, address, company, or billing information. The customer is responsible for ensuring that the information on file with Netsync is current and accurate.

Communications

Netsync will not listen to or disclose to any third parties private conversations or other communications that are transmitted using Netsync services except as required to ensure proper operation of services or as otherwise authorized by law.

Children's Privacy Policy
Netsync does not sell products or services for purchase by children. Netsync does not knowingly solicit or collect customer identifiable information from children or teenagers under the age of eighteen.

Where to Direct Questions About Netsync's Privacy Policy
If you have any questions about this Privacy Policy or the practices described herein, you may contact:

Customer Service Privacy Policy
Netsync Internet Services Corporation
PO Box 279
40 Temple Street
Fredonia, New York 14063

privacypolicy@netsync.net

Revisions to This Policy

Netsync reserves the right to revise, amend, or modify this policy, our Internet Service Agreement and other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.

Rev. 05/26/2005

NETSYNC TERMS OF SERVICE

These Terms of Service constitute the agreement ("Agreement") between Netsync Internet Services Corporation ("we," "us" or "Netsync") and the user ("you," "user" or "Customer") of Netsync's enhanced Residential communications services or enhanced Small Business communications services and any related products or services ("Service"). This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device, ("Device" or "Equipment") used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms and conditions of this Agreement, and you represent that you are of legal age to enter into this Agreement and become bound by its terms. If you have purchased Equipment from Netsync, you will be deemed a "Retail Customer" and will be governed by certain Retail Customer terms and conditions as set forth herein.

1. SERVICE

1.1 Term
Service is offered on a monthly basis beginning on the date that Netsync activates your Service. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give Netsync written notice or by a verbal contact with Netsync's office 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 terminate 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, all of which immediately become due and payable. If service is disconnected within the first twelve months of service, a disconnect fee of $29.99 will be charged. A fee of $180 will be charged, as per Section 5.7, if the ATA provided to you is not returned in like new condition (minus reasonable wear and tear) within 15 business days of service cancellation. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

1.2.1 Residential Use of Service and Device
If you have subscribed to Netsync's Residential services, the Service and Device are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit, including but not limited to home office, business, sales, tele-commuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service or the Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from Netsync in advance. You agree that your use of the Service and/or Device, or the use of the Service and/or Device provided to you by any other person for any commercial or governmental purpose will obligate you to pay Netsync's higher

rates for commercial service on account of all periods, including past periods, in which you use, or used, the Service for commercial or governmental purposes. Netsync reserves the right to immediately terminate or modify the Service, if Netsync determines, in its sole discretion, that Customer's Service is being used for non-residential or commercial use.

1.2.2 Small Business Use of Service and Device - Prohibition on Resale
If you have subscribed to Netsync's Small Business services, the Service and Device are provided to you as a small business user. This means that you are not to resell or transfer the service or device to any other person for any purpose, without express written permission from Netsync in advance. You agree that the Netsync Small Business Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Netsync reserves the right to immediately terminate or modify the Service, if Netsync determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities.

1.2.3 Service Area
Netsync offers this Service in the Service Area(s) as may be determined from time to time by Netsync. For a list of the Service areas please contact your Netsync representative or go to www.iwanttango.com for the current list. Netsync will not provide service nor can Netsync provide 911 access outside its Service Area(s).

1.3 Lawful Use of Service and Device
1.3.1 Prohibited Uses
You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Netsync's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Netsync reserves the right to terminate your service immediately and without advance notice if Netsync, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee of $29.99 during the first twelve months and a fee of $180, as per section 5.7, if any Netsync provided device is not returned within 15 business days of service cancellation, all of which immediately become due and payable and may at Netsync's discretion be immediately charged to your credit card. You are liable for any and all use of the Service and/or Device by yourself and by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless Netsync against any and all liability for any such use. If Netsync, in its sole discretion believes that you have violated the above restrictions, Netsync may forward the objectionable material, as well as your communications with Netsync and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

1.3.2 Use of Service and Device by Customers Outside the United States
While we provide for the use of the Service within the United States to other countries, Netsync does not presently offer or support the Service to customers located in other countries. If you remove the Device to another country and use the Service from there, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the Service and/or Device by yourself or any person making use of the Service or Device provided to you and agree to indemnify and hold harmless Netsync against any and all liability for any such use. Should the removal from the United States of the Device violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless Netsync against any and all liability for such violation. Netsync reserves the right to terminate your Service immediately and without advance notice if it determines that you are using it outside the United States.

1.4 Loss of Service Due to: Power Failure, Internet Service Outage or Termination and/or Suspension by Netsync
You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Netsync) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Netsync terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature. Should Netsync suspend or terminate your Service, the Service will not function until such time as Netsync restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

1.5 Theft of Service
You agree to notify Netsync immediately, in writing or by calling the Netsync customer support line, if the Device is stolen

or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as Netsync receives notice of the theft or fraudulent use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

1.6 Tampering with the Device or Service

You agree not to change the electronic serial number, MAC address or equipment identifier of the Device, which shall remain the property of Netsync, or to perform a factory reset of the Device, without express permission from Netsync in each instance which Netsync may deny in its sole discretion. Netsync reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee and applicable equipment return fee (see section 1.1), all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

1.7 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on Netsync's website(s) are protected by trademark, copyright 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 Netsync are and shall remain the exclusive property of Netsync and nothing in this Agreement shall grant you the right or license to use any of 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 Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that Netsync will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. If you decide to use the Service through an interface device not provided by Netsync, which Netsync reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Netsync against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.8 Service Distinctions

You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by Netsync. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal or State telecommunications regulatory agencies.

1.9 Operator Services and Directory Assistance

Netsync's Service provides access to an Operator by dialing "0". Access to directory assistance is by dialing 411 or 555-1212.

1.10 Ownership and Risk of Loss

You shall be deemed the owner of the Device, and 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 by you pursuant to Section 5.7 and has been received by Netsync.

2. EMERGENCY SERVICES- 911 DIALING

2.1 Availability of Traditional 911 or E911 Dialing Service

You acknowledge and understand that the Service supports traditional 911 or E911 access to emergency services where made available by the county or municipality having authority for such 911/E-911 service. Netsync does offer a 911/E-911 type service available only on Netsync Devices as described herein. Please contact Netsync to see if service in the area you are in accommodates 911/E-911. E-911 service is similar to the service of traditional incumbent landline telephone E-911 service. E-911 calls are directed to the agency in each county that has control of E-911 provisioning. With E-911 calls, the calling telephone number, name and address will be provided to the emergency answering center as directed and proved for by the controlling agency in each county. Netsync will provide to such agency the telephone number, name and address as provided by you (the customer) when signing for the service. If you move your location within the same county and you want the address updated for E-911 purposes you must notify Netsync at 716-679-3804 so that we may update your address for billing and 911 emergency information purposes. Such notification shall be provided by the party responsible for the service. If such notification is not received as described by Netsync, and if the device is moved to a

different address and if a call is made to 911 then the emergency agency receiving the call will most likely receive the address information as originally provided by you, the customer, to Netsync. Where E-911 service is not available, Netsync will NOT provide Service.

2.2 Description of 911-Type Dialing Capabilities

Netsync relies on third parties (those agencies responsible for the provisioning of E-911 data bases and call delivery in each county and or responsible municipality) for the forwarding of information underlying such routing, and accordingly Netsync and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. You acknowledge and understand that the Public Safety Answering Point (PSAP) and emergency personnel may or may not be able to identify your phone number in order to call you back or identify your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement. Neither Netsync nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Netsync. You agree to indemnify and hold harmless Netsync and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to provide Netsync with correct address information and/or any future change of address.

2.3 Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your Netsync equipment in your service request may result in any 911/E-911 communication you make being routed to the incorrect local emergency service provider or that responding emergency personnel may be sent to the wrong address. This address must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

2.4 Requires Notification to Netsync if You Move or Change Location within Netsync's Service Area

If you move to a new address where Netsync provides 911/E-911 service and you fail to notify Netsync of your new address, you acknowledge and understand that 911 dialing may not function properly. Failure to provide the current and correct physical address and location of your Netsync equipment may result in any 911 dialing you may make being routed to the incorrect local emergency service provider and/or emergency personnel being dispatched to the wrong location. You can notify Netsync at 716-679-3804.

2.5 911 and E-911 Does Not Function without Broadband connection and/or Power.

You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Netsync) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Netsync terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911/E-911 calling feature. Should Netsync suspend or terminate your Service, the Service will not function until such time as Netsync restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

2.6 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Although network routing for 911 calls is engineered by the parties responsible for the network to accommodate 911 calls within an acceptable number, you acknowledge and understand that there is a possibility of network congestion and/or reduced speed in the routing of a 911/E-911 communication made utilizing your Netsync equipment. You understand and acknowledge that Netsync relies on third parties for the forwarding of information underlying such routing, and accordingly Netsync and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. Netsync or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Netsync.

2.7 Education of Your household residents, guests and others.

You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 or E911 dialing from your Netsync Service and Device(s) and/or the possibility that the emergency service that answers a 911/E-911 call may not have the appropriate address location and that the caller may be required to give such information at the time of the call, if you have not updated your current address information. You also agree to inform your family, household residents, guests and any other users of the service of the 911/E-911 information and issues as described in this agreement.

3 SERVICE OUTAGE

3.1 Broadband Service / ISP Outage or Termination / Suspension or Termination by Netsync
You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by Netsync will prevent ALL Service including 911/E-911 dialing.

3.2 Power Failure or Disruption
You acknowledge and understand that 911/E-911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911/E-911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911/E-911 dialing.

3.3 Service Outage Due to Suspension of Your Account
You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911/E-911dialing.

3.4 Other Service Outages
You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911/E-911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

3.5 Limitation of Liability and Indemnification
You acknowledge and understand that Netsync's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Netsync, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911/E-911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

4. CHANGES TO THIS AGREEMENT
Netsync may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted onto the "Service Announcements" section of Netsync's website (currently located at http://www.Netsync.net). Such changes will become binding to Customer, on the date posted to the Netsync website and no further notice by Netsync is required. This Agreement as posted 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.

5. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

5.1 Billing
You must provide to Netsync a valid credit card number (Visa, MasterCard, Discover, American Express or any other issuer then-accepted by Netsync) when the Service is activated. Netsync reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise Netsync at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Netsync decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly Service fees, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Netsync reserves the right to bill at more frequent intervals if the amount due at any time exceeds $50. Any usage charges will be billed in 60 SECOND increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Netsync's website.

5.2 Payment
Netsync accepts payments only by credit card as set forth in Section 5.1. Your initial use of the Service authorizes Netsync to charge the credit card account number on file with Netsync, including any changed information given Netsync if the card expires or is replaced, or if you substitute a different card, for Netsync charges as set forth in Section.
5.1. This authorization will remain valid until 30 days after Netsync receives your written notice terminating Netsync's authority to charge your credit card, whereupon Netsync will charge you any applicable disconnect fee and failure to return equipment fee and any other outstanding charges and terminate the Service. Netsync may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with Netsync is declined or reversed, your credit card

expires and you have not provided Netsync with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you FULLY LIABLE to Netsync for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by Netsync in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

5.3 Billing Disputes
You must notify Netsync in writing or verbally within 7 days after receiving your credit card statement if you dispute any Netsync charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address:

Netsync Internet Services Corporation
PO Box 279
40 Temple St.
Fredonia, New York 14063
or
billingdispute@netsync.net
or
716-672-5100

5.4 Taxes
You are responsible for, and shall pay, any applicable federal, state, 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 account as set forth in this Agreement. If you are exempt from payment of such taxes, you shall provide Netsync with an original exemption certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Netsync receives such certificate.

5.5 Termination/Discontinuance of Service
Netsync reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If Netsync discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any Acceptable Use Policy of Netsync or of a third party provider to which Netsync is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus the disconnect fee set forth in Section 5.6, all of which immediately become due and payable.

5.6 Disconnect Fee
Customer will be charged a disconnect fee of $29.99 per voice line upon termination of Service for any reason or for convenience by Customer within the first twelve months of service. The disconnect fee becomes due and payable immediately upon termination and will billed directly to Customer's credit card. If Customer has multiple lines, Customer will be charged a disconnect fee of $29.99 per line for each line disconnected. To receive a credit for the equipment not returned fee, Customer must return the Device(s) undamaged and in original condition within fifteen (15) business days of termination as set forth in Section 5.7. Netsync will not credit Customer if the Device(s) is damaged or not in its original condition as received by the Customer or if Customer has otherwise failed to comply fully with the requirements of Section 5.7.

5.7 Return of Device
Upon termination of service for any reason the Device must be returned to Netsync within fifteen (15) business days of the termination. The Device must be returned with the proof of purchase, original packaging and the Device must be undamaged and in original condition, less reasonable wear and tear. All parts, accessories, documentation and packaging materials must be returned along with a valid return authorization number obtained from Netsync's customer care department. You are responsible for the cost and risk of return shipping of equipment. If you receive cartons and/or Devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact Netsync's customer care department immediately. If the Device is not returned under the conditions of this section, the replacement value of the Device will be billed to your credit card on file. To obtain a return authorization number, you must contact voiporders@netsync.net or 716-672-5100.

5.8 Number Transfer on Service Termination
Upon termination of the Service, Netsync may, at its sole discretion, release a telephone number that was ported in from a

previous service provider to Netsync by you and used in connection with your Service provisioned by Netsync to your new service provider, if such new service provider is legally and technically able to accept such number, and provided that (i) your account has been terminated; (ii) your Netsync account is completely current including payment for all charges, disconnect fees and equipment return fees as applicable; and (iii) you request the transfer upon terminating your account.

5.9 Charges for Directory Assistance Calls
Netsync will charge for each call made to Netsync directory assistance as per Netsync's then current rates.

6. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

6.1 Limitation of Liability
Netsync shall 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.) 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, strikes, fire, war, riot, 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 Customer;
8) outage of Customer's ISP or broadband service provider;
9) act or omission of Customer or any person using the Service or Device provided to Customer; or
10) any other cause that is beyond Netsync's 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 degradation of voice quality. Netsync's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Netsync's performance or nonperformance hereunder or (iii) any Netsync act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.

6.2 Indemnification
Customer agrees to defend, indemnify, and hold harmless Netsync, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911dialing, or the Device. This paragraph shall survive termination of this Agreement.

6.3 No Warranties on Service
NETSYNC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE 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, NETSYNC DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER NETSYNC NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO NETSYNC'S OR CUSTOMER'S 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 NETSYNC'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY NETSYNC OR NETSYNC'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

6.4 Disclaimer of Damages
IN NO EVENT SHALL NETSYNC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO 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 BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. 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 NETSYNC WAS INFORMED OF

THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

6.5 No Warranties, or Limited Warranties, for Devices

If Customer received the Device new from Netsync and the Device included a limited warranty at the time of receipt, Customer 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. If Customer's Device did not include a limited warranty from Netsync at the time of receipt, Customer agrees that it accepts its Device "as is" and that Customer is not entitled to replacement or refund in the event of any defect, except that for Retail Customers only, Netsync will provide a limited warranty on the Device as to manufacturing defects only for a period of one (1) year from the date of purchase. This Retail Customer limited warranty shall not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, shall not apply to any defect caused by damage in transit, retailer handling or Retail Customer handling. Retail Customer's sole remedy for any breach of this Retail Customer limited warranty is to obtain a repaired or replacement Device, by following the return procedures set forth in Section 5.7. Retail Customer must include with the returned Device a letter stating that the Retail Customer is returning the Device for warranty repair or replacement and stating the nature of the defect. This Retail Customer limited warranty shall also apply in lieu of the limited warranty included with the Device if such included limited warranty is less favorable to Retail Customer than that contained herein.

OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, NETSYNC MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS 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.

6.6 Content

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Netsync reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if Netsync determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Netsync's ability to provide Services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. Netsync's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold Netsync against any and all liability arising from the content transmitted by or to you or to Users using the Services.

6.7 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.

7. GOVERNING LAW / RESOLUTION OF DISPUTES

7.1 Entire Agreement

This Agreement, for Services provided in this agreement, and the rates for Services found on Netsync's website constitute the entire Agreement between you and Netsync and govern your use of the Service, superseding any prior written and/or verbal agreements between you and Netsync and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Netsync unless and until posted in accordance with Section 4 hereof.

7.2 Severability

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

7.3 Mandatory Arbitration

Any dispute or claim between Customer and Netsync arising out of or relating to the Service or Device 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 arbitration shall take place in Buffalo, New York. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the

arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

7.4 Governing Law

The Agreement and the relationship between you and Netsync shall be governed by the laws of the State of New York 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 7.3, you and Netsync agree to submit to the personal and exclusive jurisdiction of the courts located within the state of New York and waive any objection as to venue or inconvenient forum. The failure of Netsync to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within ninety (90) days after such claim or cause of action arose or be forever barred.

8. PRIVACY

Netsync Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Netsync is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to you.

9. Promotional Codes and Special Offers

By entering a promotional code or accepting a special offer, you agree to be held by any and all requirements, restrictions and/or obligations set forth by that promotion or special offer.

By signing below you agree that you have read, understand and will abide by the above Terms and Conditions. In particular, you agree that you have read and understand all sections relating to E-911 service and the description of how it functions and the possibility that 911 calls may not be completed 100% of the time as describe herein. You also agree to inform, educate and instruction other persons who may utilize the Service that you purchase from Netsync and who may have occasion to dial 911 of the possibility that 911 calls may not be delivered to the appropriate answering agency for a variety of reasons.

_____

Customer Name (Print)

_____

Customer Signature

_____

Date