

Pin2Talk, Inc. Terms & Conditions

Last Updated: November 15, 2019

1. Introduction

READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE PIN2TALK SERVICES.

These Terms and Conditions constitute an agreement (this "Agreement") between Pin2Talk, Inc. ("Pin2Talk", "we", "us", or "our") and each of our customers ("customer", "you", or "your"). This Agreement governs your purchase or rental and use of equipment and licensing of software and firmware from us and governs our provision of services to you and your use of those services.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 16 FOR MORE INFORMATION).

THIS AGREEMENT CONTAINS YOUR CONSENT FOR US TO CONTACT YOU VIA TELEPHONE OR SMS messages (including text messages) USING THE PHONE NUMBERS AND E-MAIL ADDRESSES YOU PROVIDE TO US, INCLUDING VIA AUTOMATED DIALING OR TEXTING SYSTEMS (SEE SECTION 19 FOR MORE INFORMATION).

YOU REPRESENT TO US THAT YOU HAVE THE AUTHORITY TO ENTER THIS AGREEMENT AND THAT YOU HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AND PIN2TALK AGREE THAT CHECKING THE 'I ACCEPT' BUTTON REPRESENTS YOUR ELECTRONIC SIGNATURE TO THIS AGREEMENT, AND YOU INTEND SUCH ACTION BY YOU TO AUTHENTICATE THIS DOCUMENT AND TO HAVE THE SAME FORCE AND EFFECT AS A MANUAL SIGNATURE.

You make this representation and agreement when you order equipment or services from us at our website or over the phone or through a retailer and each time you activate or use a service from Pin2Talk.

ANY AND ALL REFERENCES ON PIN2TALK PACKAGING, IN SPONSORED ADVERTISING, ON THE PIN2TALK WEBSITE, IN THIRD PARTY MARKETING MATERIALS AND/OR IN ANY OTHER CONTEXT OR LOCATION THAT REFER TO THE PROVISION OF "FREE" CALLING AND/OR "SERVICE FOR LIFE" AND/OR "UNLIMITED" SERVICE AND/OR "FREE HOME PHONE SERVICE" SHALL BE NARROWLY CONSTRUED AS PROVIDING THE CUSTOMER WITH THE ABILITY TO MAKE CALLS WITHIN THE CALLING AREA OF THE SERVICE WITHIN REASONABLE LIMITS UP TO THE LIFE OF THE EQUIPMENT, AND SUBJECT TO THE ACCEPTABLE USE POLICY, SUBJECT TO PAYMENT OF APPLICABLE TAXES AND FEES AND SUBJECT TO THE TERMS AND LIMITATIONS OF THIS AGREEMENT.

Pin2Talk may revise, amend, or modify this Agreement at any time and in any manner by posting such changes on our website. You should review this Agreement regularly for changes, and can easily identify if changes have been made by checking the "last updated" date at the top of this page. Your continued use of our Equipment and Services for a reasonable period of time following the posting of any changes to this Agreement means you accept such changes. This Agreement may not be amended or modified by you.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT PURCHASE, RENT OR USE OUR EQUIPMENT OR SERVICES. BY PURCHASING, RENTING OR USING OUR EQUIPMENT OR SERVICES, YOU CONSENT TO OUR COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY.

2. Definitions

(a) "911 Alerts" means the Pin2Talk feature that delivers real-time text and e-mail alerts to users when 911 is dialed from their Pin2Talk phone number.

(b) "911 Dialing" means 911 emergency calls that you place from your home or office via certain Equipment, including an Pin2Talk Hub™, Pin2Talk Telo™, or Pin2Talk Office Base Station™. 911 emergency calls cannot be made from the Pin2Talk Mobile Service.

(c) "Basic Residential Service(s)" includes calling within the United States subject to the acceptable residential usage limitations (see the Residential Service Acceptable Use Policy) and subject to payment of applicable taxes and fees as set forth herein or on our website and to the terms and limitations of this Agreement.

(d) "Bundled Residential Service(s)" includes calling within the United States subject to the acceptable residential usage limitations (see the Residential Service Acceptable Use Policy) and subject to payment of applicable taxes and fees and any minimum initial term requirements of Other Service(s) as set forth herein or otherwise provided to you by Pin2Talk and to the terms and limitations of this Agreement.

(e) "Commercial Service(s)" is for customers that exceed the acceptable small business use limits set forth in this Agreement (see the Small Business Service Acceptable Use Policy). Our Commercial Service, and the price we charge, are subject to change from time to time without notice. Descriptions and pricing of our Commercial Service are published on our website, and those descriptions and prices may be modified without notice and are incorporated by reference into this Agreement.

(f) "Content" includes Internet, e-mail, text, photos, videos, games, music, graphics, sound, applications and other materials that may be accessed or sent by using certain Pin2Talk Equipment that enables LTE Service.

(g) "Equipment" refers to a base unit such as the Pin2Talk Hub™, Pin2Talk Telo™, or Pin2Talk Office Base Station™ as well as one or more Pin2Talk Scout™ devices, Pin2Talk Handsets, Pin2Talk Linx, Pin2Talk 4G Adapter, Pin2Talk Phone Genie, Pin2Talk Smart Cam, sensors, alarms, cameras or other equipment offered through our website or through our authorized retailers or other approved third parties, whether or not branded as Pin2Talk products or third-party products. Descriptions of our Equipment and the prices for the Equipment are published on our website, and those descriptions and prices may be modified without notice and are incorporated by reference into this Agreement.

(h) "High-Speed Internet" refers to an Internet connection capable of data speeds of at least 180 kilobits per second in both the upstream and downstream direction.

(i) "LTE Service" uses certain Pin2Talk Equipment to wirelessly connect to a third-party carrier's 4G LTE cellular data network and is subject to acceptable residential or small business usage limitations, as applicable (see the Residential Service Acceptable Use Policy and the Small Business Service Acceptable Use Policy); data charges for

non-Pin2Talk traffic, if applicable; the payment of applicable taxes and fees as set forth herein or in your subscription agreement; and to the terms and limitations of this Agreement.

(j) "Non-Residential Service(s)" is for customers that exceed the acceptable residential use limits set forth in this Agreement (see the Residential Acceptable Use Policy). Our Non-Residential Service, and the price we charge, are subject to change from time to time without notice. Descriptions and pricing of our Non-Residential Service are published on our website, and those descriptions and prices may be modified without notice and are incorporated by reference into this Agreement to the extent permitted by applicable law.

(k) "Other Service(s)" are the additional enhanced features, services and subscription packages for a one-time or annual or monthly fee and from time to time Pin2Talk may offer additional features, services and packages. At any time we may alter or eliminate such features, services and packages. Our Other Services, and the prices we charge for them (including any promotional pricing or trial or promotional periods), are subject to change from time to time without notice to the extent permitted by applicable law. Descriptions and pricing of Other Services that appear on our website are incorporated into this Agreement.

(l) "Residential Services" are any combination of Basic Residential Service and Bundled Residential Service.

(m) "Service(s)" are any combination of Basic Residential Service, Bundled Residential Service, LTE Service, Non-Residential Service, Small Business Service, Commercial Service and Other Services.

(n) "Small Business Service(s)" including calling to the United States and Canada subject to the applicable small business usage limitations (see the Small Business Service Acceptable Use Policy) and subject to payment of monthly service charges and applicable taxes and fees as set forth herein and to the terms and limitations of this Agreement.

3. Customer Representations

You hereby represent and warrant:

(a) Power and Authority: You are of legal age and mental sufficiency to enter into this Agreement and are authorized to change or modify your telephone service with your local telephone company.

(b) Alternative Access to 911: If you do not maintain a wireline or wireless telephone service, you will not be able to call 911 if Pin2Talk Service is unavailable.

(c) Accurate Information: Your name, contact information, service address and all other information related to your Pin2Talk account is correct and up-to-date at all times.

(d) Unacceptable Use: You will not use the Pin2Talk Equipment and Services where a power, Internet, Service or other outage may lead to damage, injury or death, or to use the Pin2Talk Equipment and Services in an unacceptable, illegal, or prohibited manner that is in violation of our Acceptable Use Policies (see Section 8) and all other Pin2Talk policies and procedures defined herein.

(e) Financial Responsibility: You will pay for all charges for use of your Pin2Talk Equipment and Services, including the authorized and unauthorized use of your account.

(f) Purchase or Rental of Equipment: You have purchased or rented Equipment direct from Pin2Talk or through an authorized dealer, reseller, retailer or other authorized third party of Pin2Talk.

(g) Risk of Loss: You bear all risk of loss of, theft of, casualty to or damage to the Equipment from the time that we ship it to you, whether purchased or rented, until the time (if any) that it is returned to us in accordance with this Agreement. If the Equipment is damaged, lost, or stolen you will no longer be able to use Pin2Talk Services and will be required to purchase or rent new Equipment.

(h) Theft of Equipment or Service: You shall notify us immediately, in writing or by calling our customer support line, if the Equipment is stolen or if you become aware at any time that your phone service is being stolen, fraudulently used, or otherwise 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 Equipment, the fraudulent use, or unauthorized use of Services. Failure to do so in a timely manner may result in the disconnection of your Equipment 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 costs and damages (including reasonable attorneys' fees) related to the fraudulent or unauthorized use of Equipment and Services, whether or not it involves stolen equipment. Pin2Talk reserves all of its rights at law and equity to proceed against anyone who uses the Equipment illegally or improperly.

(i) Restrictions and Limits Apply: You agree to the limits and restrictions on use of the Equipment and Service, as set forth herein.

(j) High-Speed Internet Requirement: You will, at your sole expense, maintain a High-Speed Internet connection of sufficient speed for use with our calling services unless you otherwise purchase, rent and/or subscribe to Equipment and Services that enable calling via a cellular data network.

(k) Landline Requirement: If you wish to use your Equipment with your existing landline telephone service, and your Equipment is capable of doing so, you will, at your sole expense, maintain the landline service. You agree to properly provision the line with your service provider yourself. You will be responsible for paying for any reconfiguration fees and/or monthly payments charged by your landline service provider.

4. End User License and Restrictions

(a) Equipment License: With your purchase or rental of the Equipment, Pin2Talk grants to you a limited, revocable, non-transferrable, non-sublicensable, non-resellable license and right to use firmware or software embedded in the equipment in object code form strictly in accordance with this Agreement. Pin2Talk does not grant any license to use the firmware in any other manner, and you expressly agree that the Equipment is exclusively for use in connection with Services offered by Pin2Talk, described in this Agreement.

(b) Software License: Upon activation of an Pin2Talk Service, Pin2Talk grants to you a limited, revocable, non-transferrable, non-sublicensable, non-resellable license and right to use our software and applications strictly in accordance with this Agreement. Pin2Talk does not grant any license to use its software, applications or firmware in any other manner.

(c) No Modifications: You shall not modify, re-use, reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code or create derivative works from the binary code of the Pin2Talk firmware, software or applications. You agree not to modify, intercept, capture, decode, simulate or redirect communication protocols used by Pin2Talk for any purpose or make use of the Services in a manner inconsistent with its intended purpose.

(d) No Tampering: You hereby represent and warrant that you will not open the housing of the Equipment or tamper with the components of the Equipment in any manner, including changing physical or electronic identification information or any other reverse engineering.

(e) No Hacking: You hereby represent and warrant that you will not make any effort to compromise the integrity or privacy of the communications of others;

(f) No Theft: You hereby represent and warrant that you will not use the Equipment or any Services in any manner to avoid Pin2Talk's charges or its policies.

(g) No Intellectual Property Rights: All intellectual property rights, including patents, copyrights, trademarks, service marks or other intellectual property rights, remain the sole and exclusive property of Pin2Talk. Nothing in this Agreement shall be construed as granting any of these rights to you.

(h) No Resell Rights: You shall not sell, rent, lease, distribute, or provide service to a third party using our Equipment or Services without Pin2Talk's prior written approval.

(i) New Versions of Software: Pin2Talk has no obligation to, but may at its sole discretion, provide fixes, updates or upgrades to its firmware, software or applications.

5. Marketing, Pricing and Promotions

(a) Usage Analysis: You agree that Pin2Talk may store, analyze and use, on an aggregate basis, its customers' (including your) calling destinations and patterns, product and feature usage, online activity, and other information (i) to customize products or services that Pin2Talk may market to you and others; and (ii) to comply with applicable laws, rules and regulations. You also agree that Pin2Talk may publicly disclose such aggregate calling information about its customers.

(b) E-mail Marketing: You agree that Pin2Talk may, from time to time, send you new product and feature announcements, marketing materials and promotional offers via e-mail. You may opt-out of such communication by contacting customer service.

(c) Promotional Offers: Pin2Talk may offer promotional pricing and free trials of Services to its customers from time to time. Such offers may only be offered to new customers and you may not be eligible for some or all of the offers. These offers are not guaranteed and can be modified, extended, altered, or cancelled by Pin2Talk at any time without notice. Pricing of promotional offers for Services is considered Pin2Talk confidential information and you shall not share or disclose the terms of the promotion with a third-party without the express written consent of Pin2Talk.

(d) Trial Expiration: If you are enrolled in a free trial of an Pin2Talk Service, you will be notified via e-mail when the trial period is due to expire. Should you fail to notify Pin2Talk of your intention to cancel the use of these Services beyond the trial period, you will be deemed to have subscribed to such Services and may be charged the associated fees for continued usage of such Services.

(e) Information Accuracy: Pin2Talk attempts to describe its products, services, pricing and availability as accurately as possible, but does not warrant that all such information on its website, packaging, brochures, flyers, advertising, e-mail communications and other marketing materials is correct, up-to-date, and error-free.

6. Services and Term

(a) Basic Residential Service: Subject to the terms and limitations in this Agreement and payment of applicable taxes and fees, purchase of certain Pin2Talk Equipment includes Basic Residential Service which includes the capability to make calls within the United States using the Equipment subject to acceptable residential usage limitations (see the Residential Service Acceptable Use Policy). Any and all references on Pin2Talk packaging, in sponsored advertising, on the Pin2Talk website, in third party marketing materials and/or in any other context or location that refer to the provision of "free" calling and/or "service for life" and/or "unlimited" service and/or "free home phone service" shall be narrowly construed as providing the customer with the ability to make calls within the United States within reasonable limits up to the life of the equipment, and are subject to acceptable residential usage limitations and subject to the terms and limitations of this Agreement including those pertaining to Service Charges, Billing and Payment set forth in Section 11 of this agreement. These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

(b) Bundled Residential Service: Subject to the terms and limitations in this Agreement and payment of applicable taxes and fees, purchase of certain Pin2Talk Equipment includes the capability to make calls within the United States using the Equipment subject to acceptable residential usage limitations (see the Residential Service Acceptable Use Policy). These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

(c) LTE Service: Subject to the terms and limitations in this Agreement and payment of applicable service charges, taxes and fees, purchase rental of certain Pin2Talk Equipment provides you with and/or enables you to subscribe to LTE Service, which provides the capability to connect Pin2Talk Equipment wirelessly to a third-party's cellular data network. LTE Service is subject to acceptable residential or small business usage limitations, as applicable (see the Residential Service Acceptable Use Policy and the Small Business Service Acceptable Use Policy) and data limits for non-Pin2Talk services. Any and all references on Pin2Talk packaging, in sponsored advertising, on the Pin2Talk website, in third party marketing materials and/or in any other context or location that refer to the provision of "free" calling and/or "service for life" and/or "unlimited" service and/or "free home phone service" shall be narrowly construed as providing the customer with the ability to make calls within the United States within reasonable limits up to the life of the equipment, and are subject to the requirements of the minimum initial term, acceptable usage limitations and the terms and limitations of this Agreement including those pertaining to Service Charges, Billing and Payment set forth in Section 11 of this Agreement. Our LTE Service and Equipment may allow you to access Content or send Content elsewhere. We have no control over the Content that you access on your Equipment. You are solely responsible for evaluating the Content accessed by you or anyone through your Equipment or LTE Service. Content may be (i) unreliable or inaccurate; (ii) offensive, indecent, or objectionable; or (iii) unsuitable for children or minors. Content from third parties may harm your Equipment or its software. We are not responsible for any Content, any damage caused by any Content that you access through your LTE Service, or that you load onto your Pin2Talk Equipment. Content stored on any Pin2Talk Equipment, transmitted over third-party networks, or stored by Pin2Talk may be deleted, modified, or damaged.

(d) Small Business Service: Subject to the terms and limitations in this Agreement and payment of applicable service charges, taxes and fees, purchase or rental of certain Pin2Talk Equipment includes Small Business Service which includes the capability to make calls within the United States and Canada using the Equipment subject to acceptable small business usage limitations (see the Small Business Service Acceptable Use Policy). Any and all references on Pin2Talk packaging, in sponsored advertising, on the Pin2Talk website, in third party marketing materials and/or in any other context or location that refer to the provision “unlimited” service shall be narrowly construed as providing the customer with the ability to make calls within the United States and Canada, and are subject to acceptable small business usage limitations and subject to the terms and limitations of this Agreement including those pertaining to Service Charges, Billing and Payment set forth in Section 11 of this agreement. These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

(e) Calling Area: Calls within the United States do not include international calls, or calls to the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, American Samoa, Wake Island, the Midway Islands, Kingman Reef, Johnston Island, Canada and certain other locations within the North American Numbering Plan area, nor do they include calls to content providers (e.g., 900, 976), premium services (such as 411) or operator assisted calls (such as 0+, 00+). Calls to Canada do not include the Northwest Territories/Yukon Territory. Pin2Talk may choose to block toll calls or charge the customer for reimbursement of charges associated with calls if such calls result in atypical termination costs and/or surcharges, including, but not limited to, calls to “free” phone conferencing services, “free” call management services, phone chat services, 900 numbers, or recorded messages (such as those promoted in connection with reality TV shows, radio contests, or celebrity-sponsored recordings). Your ability to continue to make calls is contingent upon your continuing to subscribe to a High-Speed Internet service or subscribing to LTE Service to enable calling over a third-party cellular data network.

(f) Assignment of Phone Number: If you are using your Equipment without a landline and you have requested a phone number for your Equipment, you will have the option to choose a phone number or we will assign you a new phone number. This phone number may or may not be in your local calling area. If the phone number is not in your local calling area, please be aware that others in your local calling area may incur charges when calling you and that the toll charges to call you from another calling area may be different than at your old landline number. The number assigned will be unique to the Equipment and will transfer with any sale of the Equipment. If, at any time, you cease to use the Equipment, please notify us immediately so that we can re-use your phone number. If, for whatever reason, you cease to use the Equipment for five months, we reserve the right to reassign your phone number to someone else’s equipment. In the event you wish to re-activate your Equipment, we will re-issue you a new phone number, and you may incur re-activation charges. If you select a second phone number during an introductory trial period and, at the conclusion of such trial period, you do not subscribe to our Premier Service, this second phone number will be cancelled and re-assigned.

(g) Term: The term for each Service will begin on the date it is activated and will continue until the Service is terminated by you or by us, as is more fully set forth herein. Notwithstanding the preceding sentence, in some cases, the description of the Services or the pricing for the Services may provide for or require a minimum initial term. Likewise, the sale of an item of Equipment at a particular price may require, as a condition, a minimum initial term for one or more Other Service(s) which requires an additional monthly service fee. The minimum initial term, the required Other Service(s), and the cost of Other Service(s) may be described on our website, or where you purchase or rent the Equipment or when you activate the Service(s). The provision for any such minimum initial term is incorporated into this Agreement.

(h) Service Distinction: Important distinctions exist between a telecommunications service and our Equipment and Services, and our Equipment and Services are subject to different regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

(i) Right to Change: Our Services are subject to our business policies, practices and procedures, which can change at any time without notice. Unless otherwise prohibited by applicable law, we can change this Agreement or any other terms and conditions of your Services at any time, with or without notice. Changes may include features, prices and usage limits of the Services. Pin2Talk may, without prior notice, stop providing certain features of the Service or the Services themselves, to you or to users generally. If we do give you notice about the Terms and Conditions of your services or about changes in the Terms and Conditions of your services, it may be provided on the Pin2Talk website, your account web page, in a newsletter, by e-mail, by telephone or other communication permitted under applicable law. This Agreement may not be amended or modified by you.

(j) Notice: Except as stated otherwise in this Agreement, when a notice is required from us to you, we may provide that notice by e-mail to the e-mail address provided by you when you established your account with us. You are responsible for keeping that e-mail address up-to-date. When you are required to give us notice, you must do so, except as stated otherwise in this Agreement, by using the notice facility on your account page provided on our website or by speaking with a member of our customer support team.

7. Service Availability

(a) Service Availability: The Services and any telephone calls placed using the Equipment use the public Internet and third party networks and are provided on a commercially reasonable efforts basis. The Services are intended to be accessed and used for non-time-critical information and control of Pin2Talk Equipment. Things beyond our control may affect the reliability and availability of Equipment, Services, and telephone connections. Such events could include a loss of power at your location, the loss of your High-Speed Internet service, changes in the coverage of third-party cellular data networks, and fluctuations in the quality of service of the public Internet. Other things may also affect availability of Equipment and Services, such as maintenance. Pin2Talk will act in good faith to minimize disruptions to your use of and access of the Equipment, but will not provide any credits or compensation for potential business loss due to interruptions of Service or hardware failures.

(b) Outages Due to Power Failure or Disruption: All Services, including 911 Dialing and 911 Alerts and Home Security, will not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Equipment and all Services, including 911 Dialing and 911 Alerts and Home Security, will not function until power is restored. Following a power failure or disruption, or if you move the Equipment, you may need to reset or reconfigure the Equipment prior to utilizing 911 Dialing and 911 Alerts and Home Security.

(c) Service Outages Due to Internet Disruption: Service outages, service disruptions, poor quality of service, suspensions, or disconnections of service by your High-Speed Internet will prevent all Services, including 911 Dialing and 911 Alerts and Home Security, from functioning.

(d) Outages Due to Status of Your Pin2Talk Account: Outages due to suspension, disconnection or termination of your Pin2Talk account will prevent the Equipment and all Services, including 911 Dialing and 911 Alerts and Home Security, from functioning.

(e) Outages Due to Blocking of Ports, or Other Acts: Your High-Speed Internet Provider, or other third party, may block the communication ports over which the telephone connection is made, or otherwise impede the usage of the Equipment. If you suspect this has happened, you should alert us to this situation and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Equipment is impeded, your Equipment and all Services, including 911 Dialing and 911 Alerts and Home Security, may not function. You acknowledge that Pin2Talk is not responsible for the blocking of ports by any third party.

or any other impediment to your usage of the Equipment, and any loss of capabilities of our Equipment and Services, including 911 Dialing and 911 Alerts and Home Security, which may result.

(f) Other Outages: If there is an outage for any reason, such outage may prevent all Equipment and Services, including 911 Dialing and 911 Alerts and Home Security, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

(g) Landline Backup: If there is a disruption of the Equipment's calling capability, and your Equipment is connected to a landline, you may be able to complete calls using the landline. This may result in charges by your landline long-distance carrier for calls completed using your landline while the Equipment's calling capability is unavailable. If you do not hear the special dial tone associated with your Pin2Talk Services, you will not have access to the calling capability we provide. The Pin2Talk tab or logo on the Pin2Talk Hub or Pin2Talk Telo or Pin2Talk Office Base Station will display a red light under such circumstances, indicating an Internet connection failure.

(h) LTE Service Availability: The LTE Service only provides 4G LTE Internet services and does not include other Internet networks, such as 3G or 2G. The LTE Service only works on bands 25, 26, 41, and roaming bands 2 and 5. You can see LTE Service coverage at <https://www.Pin2Talk.com/smart-home-devices/4g-lte-high-speed-cellular-coverage-map-usa/>, which shows coverage estimates under optimal conditions. Coverage is not available everywhere, is not guaranteed, and is subject to change without notice. LTE Service speeds are not guaranteed, and depend on factors such as your location, structures, buildings, weather, geography, topography, server speeds of the websites you access, network problems, network or Internet congestion, software, signal strength, and actions of third parties.

(i) Number Porting: Pin2Talk will use reasonable efforts to facilitate the transfer of phone numbers from your current phone service to Pin2Talk. Number porting is subject to availability and coverage will vary from time to time. To complete the number porting process, Pin2Talk depends and relies on the third parties outside of Pin2Talk's control. You agree that Pin2Talk will not be liable for any change in availability, delay or failure in the processing of your number transfer, or for the unauthorized transfer of a number you use with the Pin2Talk service.

(j) Number Changes: Pin2Talk may, from time to time, need to change a telephone number that is assigned to you. Pin2Talk will not be liable for any damages should you need to be assigned a new phone number.

(k) Storage of Information: Pin2Talk stores your call logs, voicemails, security device data, call recordings and other information related to your account as a convenience to you. You agree that Pin2Talk has no obligation, responsibility or liability for the storage, deletion or failure to store any of the aforementioned information. You agree that Pin2Talk may establish limits, at its sole discretion, as to the amount of messages, information and recordings it retains and the duration for which it is retained.

(l) HIPAA: You acknowledge and agree that the use of the Services are not designed, intended, or recommended for use as a repository or means by which to store "protected health information", as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and similar legislation in other jurisdictions, and the regulations promulgated pursuant thereto (such laws and regulations, "HIPAA") on a non-temporary basis, and you represent and warrant that neither the Services nor any ancillary product or service that is a part thereof will be used for such purpose. PIN2TALK SPECIFICALLY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT YOUR SERVICES, THE ACCOUNT(S), OR THE EQUIPMENT (OR THE USE OF ANY OF THE FOREGOING BY ANY PARTY) COMPLIES OR WILL COMPLY WITH HIPAA OR ANY OTHER LAW OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA OR ANY OTHER LAW.

(m) Third Party Service Providers: Subject to the terms and limitation of this Agreement, the Equipment, if capable, may be used with third party calling service providers where available and pursuant to any terms or limitations that such providers may require as a condition of providing such services.

8. Acceptable Use Policy

(a) General Acceptable Use Policy: You shall not use the Equipment and Services in a manner that is illegal, fraudulent, improper, abusive or in any way that prevents or interferes with Pin2Talk's ability to provide Services to its customers. You acknowledge that Pin2Talk may, at its sole discretion, suspend or terminate service to your Equipment and charge you applicable usage and service fees for the time periods in which your use of the Equipment was inconsistent with our acceptable usage policy.

(b) Residential Service Acceptable Use Policy: We provide the Equipment and Services to you solely for single family, normal residential use. The Equipment and Services may only be registered to a single phone number and are not transferable. Single family refers to you and those of your immediate family members who reside in your personal residence – such as spouse, domestic partner, and/or children. If you use the Equipment in a manner that is inconsistent with normal residential, non-commercial use, including in a manner that is inconsistent with the terms and limitations in this Agreement, Pin2Talk may terminate all Service to the Equipment and you will be required, at Pin2Talk's sole discretion, to pay the rates for the Non-Residential Service plan and/or other fees and charges as published on our website at <https://www.Pin2Talk.com/legal/rates/> for any time period in which your use of the Equipment was inconsistent with normal residential, non-commercial usage. The use of the term "unlimited" in conjunction with Pin2Talk's Residential Service offering as it appears on Pin2Talk packaging, in sponsored advertising, on the Pin2Talk website, and in third party marketing materials, or in any other location refers to normal residential phone usage as defined herein. You agree to use the Equipment only in a manner consistent with normal residential usage patterns. Unlimited voice calling is intended for continuous, live conversation between two individuals. Lack of continuous conversation, unusual calling patterns, excessive caller and calling destinations and/or excessive usage (e.g. 5,000 minutes per Equipment per month or more) will be considered as indicators that your use of the Equipment may be inconsistent with normal residential usage. It may also indicate that the Equipment is being used in a manner not allowed by your Service plan and may result in review of your account and usage history. The purchase or rental and use of multiple Pin2Talk base units to circumvent these usage rules shall also be considered indicators that use of the Equipment may be inconsistent with normal residential, non-commercial usage and may result in review of your account and usage history. Failure to contact Pin2Talk in response to our notification and/or failure to bring usage levels to normal levels in a timely fashion will result, in Pin2Talk's sole discretion, in immediate mandatory transfer to the Non-Residential Service plan and/or suspension or termination of Service to the Equipment. You acknowledge that if Service to your Equipment is terminated for abnormal usage patterns, you are subject to all Non-Residential Service plan charges for the time periods in which your use of the Equipment was inconsistent with normal residential, non-commercial usage. Below are some examples (but not exhaustive) of use that is considered inconsistent with normal residential, non-business, non-commercial use:

(i) Commercial, not-for-profit, government use or other similar use

(ii) The use of the base unit at a multi-residential address for more than one single residence

(iii) The use of the Service by or for others, who do not reside in your personal residence

(iv) Calls without constant live dialogue, including as a monitor, intercom or for transcription

(v) Unusual calling patterns such as excessive number of calls, excessive number of unique numbers called or excessive short duration calls

(c) **Small Business Service Acceptable Use Policy:** We provide the Equipment and Services for normal small business usage within your place of business. The use of the term “unlimited” in conjunction with Pin2Talk’s Small Business Service offering as it appears on Pin2Talk packaging, in sponsored advertising, on the Pin2Talk website, and in third party marketing materials, or in any other location refers to normal small business phone usage as defined herein. You agree to use the Equipment only in a manner consistent with normal small business usage patterns. Unlimited voice calling is intended for continuous, live conversation between two individuals. Lack of continuous conversation, unusual calling patterns, excessive caller and calling destinations and/or excessive usage (e.g. 5,000 minutes per line of service per month or more) will be considered as indicators that your use of the Equipment may be inconsistent with normal small business usage. It may also indicate that the Equipment is being used in a manner not allowed by your Service plan and may result in review of your account and usage history. Failure to contact Pin2Talk in response to our notification and/or failure to bring usage levels to normal levels in a timely fashion will result, in Pin2Talk’s sole discretion, in immediate mandatory transfer to a Commercial Service calling plan that charges significantly higher per minute usage rates. You acknowledge that if Service to your Equipment is terminated for abnormal usage patterns, you are subject to all applicable usage and service fees for the time periods in which your use of the Equipment was inconsistent with normal small business usage. If you use the Pin2Talk Office Multi-Site feature, usage and services fees will be based on the location of your main office, as indicated on the Administrator’s (as defined below) Pin2Talk Office Manager, and calculated in accordance with the rates published at <https://www.Pin2Talk.com/legal/rates/>.

(d) **LTE Service Acceptable Use Policy:** This LTE Service Acceptable Use Policy incorporates by reference all terms and conditions of the Residential Service Acceptable Use Policy or the Small Business Acceptable Use Policy, as applicable. Furthermore, you cannot use the LTE Service: (1) with server devices or host computer applications or other systems that drive continuous, heavy traffic or data sessions or automatically consume unreasonable amounts of network capacity; (2) as a substitute or backup for private lines or frame relay connections; or (3) any other unintended use as we determine in our sole discretion. You also cannot use data services in a manner that is unlawful or unduly interferes with the use of third-party cellular data networks. LTE Service may not be used to disrupt e-mail use by others using automated or manual routines, including, but not limited to “auto-responders” or cancel bots or other similar routines; or for activities adversely affecting the ability of other people or systems to use either the third-party cellular data network or other parties’ Internet-based resources. We may limit, suspend, constrain, or terminate your LTE Service for use that violates this policy or for any heavy, continuous data usage or usage that adversely impacts network performance, hinders access to networks, or that we determine is necessary to protect our or third-party networks from harm or degradation. You agree we have the right to terminate your LTE Service and charge you all applicable usage and service fees if we conclude you are using the LTE Service for a prohibited use. You further acknowledge that you may incur additional charges if your use of voice or data in the LTE Service exceeds the amount provided in your service plan.

(e) **General Prohibited Use:** You are prohibited from using the Equipment for auto-dialing, predictive-dialing, continuous or extensive call conferencing, trunking or continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), operating a call center, resale of service, fax or voicemail spamming, broadcasting or blasting. Unusually high usage may interfere with Pin2Talk’s ability to provide Services to its customers and may indicate unauthorized use of Services. You agree we have the right to terminate your Service and charge you all applicable usage and service fees if we conclude you are using the Service for a prohibited use.

(f) **Unlawful and Inappropriate Use or Conduct:** You shall use the Equipment and Services only for lawful purposes. You shall not use the Equipment or a Service in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, or in any similar manner. If we believe that you have used the Equipment or any of our Services for unlawful or inappropriate purposes or have attempted theft or fraud, 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 those authorities. In addition, we will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, in order to protect our rights and property, or where we believe that failure to disclose the information may lead to imminent harm to you or others.

(g) **Unsolicited Advertisements and TCPA Compliance:** Certain communication practices – including without limitation, the placing of unsolicited calls; the placing of commercial messages; the sending of unsolicited facsimile, Internet facsimile, SMS, or other messages; and the use of certain automated telephone equipment to place certain calls – are regulated in the United States by the Federal Telephone Consumer Protection Act of 1991 (also known as the “TCPA”) (available at <http://www.fcc.gov/document/telephone-consumer-protection-act-1991>), the Junk Fax Prevention Act of 2005, and under a number of similar state, municipal or local laws, regulations, codes, ordinances and rules, and in Canada by the Canadian Radio-television and Telecommunications Commission pursuant to Canada’s Anti-Spam Law (“CASL”) (available at <http://laws-lois.justice.gc.ca/eng/acts/E-1.6/index.html>). You agree, represent and warrant that:

(i) You are the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound communications made using Services (“Customer Communication”);

(ii) All content, communications, files, information, data, and other content provided for transmission through your account or the Services will be provided solely for lawful purposes, and in no event shall any Customer Communication or any content thereof be in violation of the TCPA, Junk Fax Prevention Act, CASL, or any other law; and

(iii) No unsolicited advertisements, commercial messages, solicitations, marketing or promotional materials will be transmitted or distributed in the form of facsimiles or Internet facsimiles through the Services.

At Pin2Talk’s sole option and without further notice, Pin2Talk may use technologies and procedures, including without limitation, filters, that may block or terminate such unsolicited advertisements without delivering them. You agree to indemnify and hold harmless Pin2Talk, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of your violation or alleged violation of the TCPA, Junk Fax Prevention Act, CASL, or any similar regulation or legislation; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that you may send and/or receive using the Services.

(h) Privacy and Data Protection Laws: Pin2Talk Equipment and Services are primarily intended for purely personal, household, and business use. Nonetheless, data protection and privacy laws where you live may impose certain responsibilities on you and your use of the Equipment and Services. For certain video, audio, and facial recognition data that you collect using Equipment and Services (e.g., video and audio signals and data from the Pin2Talk Smart Cam, Pin2Talk Call Recording, etc.), you are the controller of certain data these Equipment and Services collect, and Pin2Talk is the processor of that data, under applicable laws. For more information, see Pin2Talk's Privacy Policy. You agree that you (and not Pin2Talk) are responsible for ensuring that you comply with any applicable laws when you use the Equipment and Services, including, but not limited to, (i) any laws relating to the recording or sharing of video or audio content that includes third parties or public spaces, or (ii) any laws requiring notice to third parties, or consent or explicit consent of third parties with respect to your use of the Equipment.

9. Emergency Services

(a) Disclaimer of Liability and Indemnification: WE DO NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING OUR 911 DIALING SERVICES ARE ANSWERED OR ADDRESSED BY ANY EMERGENCY RESPONSE CENTER. WE DISCLAIM ALL RESPONSIBILITY FOR THE ABILITY OF ANY OF THE EQUIPMENT TO CONNECT TO AN EMERGENCY RESPONSE CENTER, THE CONDUCT OF THE EMERGENCY RESPONSE CENTER AND THE NATIONAL EMERGENCY CALLING CENTER. WE RELY ON THIRD PARTIES TO ASSIST US IN ROUTING 911 CALLS TO 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. WE DO NOT HAVE ANY CONTROL OVER THE ACTIONS OR OMISSIONS OF YOUR ALERT CONTACTS (AS DEFINED BELOW), OR THE INTERNET CONNECTION OR MOBILE TELEPHONE CARRIER SERVICES UTILIZED BY YOU OR YOUR ALERT CONTACTS, NOR WHETHER YOU REGISTER ANY OF THE EQUIPMENT, ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING ANY OF THE EQUIPMENT ONLINE, TEST THE FUNCTION AND RANGE OF ANY OF THE EQUIPMENT AND THE PIN2TALK SERVICES, OR CHARGE THE EQUIPMENT, IF APPLICABLE. NEITHER PIN2TALK 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 OR OUR 911 ALERT SERVICE. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR PIN2TALK EQUIPMENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY-NOTIFICATION SYSTEM OR TRADITIONAL 911 SERVICE. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS PIN2TALK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND ASSIGNS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE EQUIPMENT OR SERVICES, 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 EQUIPMENT (INCLUDING 911 DIALING AND 911 ALERTS AND HOME SECURITY, INCORRECTLY ROUTED 911 DIALING CALLS AND INCORRECTLY ROUTED 911 ALERT E-MAILS OR TEXT MESSAGES, INCORRECTLY ENTERED E-MAIL ADDRESSES OR MOBILE TELEPHONE NUMBERS FOR THE ALERT CONTACTS), FAILURE OF ANY EMERGENCY SERVICE PERSONNEL TO CALL BACK DIRECTLY TO THE NUMBER FROM WHICH A 911 CALL WAS MADE, AND/OR THE INABILITY OF ANY USER OF THE EQUIPMENT TO BE ABLE TO USE 911 DIALING, 911 ALERTS, OR ACCESS OR RECEIVE CALLBACKS FROM EMERGENCY SERVICE PERSONNEL. YOU SHOULD HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES. IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS OF THE 911 ALERTS SERVICE, YOU SHOULD NOT ENABLE AND/OR USE THE FEATURE.

(b) Limitations on Emergency Calling: Internet-only 911 Dialing is different than traditional 911 service and is generally referred to as enhanced 911 or E911. E911 service is subject to availability within your calling jurisdiction. With E911 service, when you dial 911, your telephone number and the service address you registered with Pin2Talk are simultaneously sent to the local emergency center assigned to your location. Customers in locations where the emergency center is not equipped to receive, capture, or retain your telephone number and address have basic 911 or limited E911. In addition, if you dial 911 before your registered location has been entered in the emergency operator's database, your call will be routed to a national emergency call center. With basic 911 or limited E911, the local emergency operator answering the call may not have your call-back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. Certain customers may not have access to either basic 911 or E911. If you do not have access to basic 911 or E911, your 911 call will be sent to a national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number, and location of the customer calling 911, and will contact the local emergency center for such customer in order to send help. Examples of situations where 911 calls will be sent to the national emergency call center include when there is a problem validating a customer's address or the customer is located in an area that is not covered by the landline 911 network. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to the national emergency call center. You authorize us to disclose your name and address to third-parties involved with providing 911 emergency services to you, including but, not limited to, call routers, call centers, and local emergency centers.

(c) Reduced Speed for Routing or Answering 911 Dialing Calls: There can be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing Equipment as compared to traditional 911 dialing over traditional public telephone networks.

(d) Registration of Physical Location Required: For each phone line or user account that you utilize with the Internet-only service, you must register with Pin2Talk the physical location where you will be using the Equipment with that phone line or user account. Your initial location will be registered as a part of new Equipment registration when you receive a new phone number from us. It is incumbent on you to confirm the accuracy of your physical address via your online account if you make any changes, additions, or transfer phone numbers to your account. If we cannot validate the address you provide during the registration process, your 911 call will be sent to the national emergency call center as described in Section 9(b) above. If we continue to fail to validate the address you provide during the registration process, we will terminate your account. If you move the Equipment to another location, you MUST update your physical address in order to ensure proper 911 Dialing function. If you do not update your location, any 911 calls you make may be routed to an emergency center near your old address and may result in help being sent to the wrong location. Should you choose to use the Pin2Talk system outside of the United States, you will not have access to emergency calling.

(i) Pin2Talk Residential Service: If you are an Pin2Talk Residential Service customer, you may update a location by logging into your online account or contacting a member of our customer support team at 1-888-711-6662 during working hours. For purposes of 911 Dialing, you may only register one location at a time for each Equipment. Pin2Talk reserves the right to charge you for penalties that we incur when 911 response personnel are sent to the wrong address because you have not updated your physical location.

(ii) Pin2Talk Small Business Service: If you are an Pin2Talk Small Business Service customer, the customer who registers the Equipment location and who will have administrative access to the Pin2Talk Office Manager site is the administrator of the Business Service account (the "Administrator"). The Administrator may update your main office location by logging into the online Pin2Talk Office Manager. If you utilize the Pin2Talk Office Multi-Site feature, you must register with Pin2Talk each physical location for each respective user account. As the Administrator, you agree and understand it is your responsibility to confirm the accuracy of the physical address for each user account and to make any changes or additions needed for each user account. If you are assigned a user account, it is your responsibility to notify the Administrator of any changes or inaccuracies to the physical address associated with your user account.

(e) Notify All Users: You should inform all household residents, guests, users and other third persons who may be present at the physical location where you utilize Services of the important distinctions and limitations of E-911 as compared with traditional 911. You should inform all Alert Contacts (defined below) of the key aspects of the 911 Alerts feature and that their e-mail and/or mobile phone number is listed as a contact for the service.

(f) Landline 911 Emergency Calling: If you have a landline connected to your Pin2Talk Equipment, 911 will be directed through your local telephone service line provided by your local telephone service company. In such case, your 911 calls will be handled by your local telephone service company, not by Pin2Talk.

(g) 911 Alerts Feature: The 911 Alerts feature is available in certain Residential Service packages and is subject to the restrictions and limitations of the 911 Dialing services as described herein. To use the 911 Alerts feature, subscribers with access to E911 Dialing must: (i) select the option to enable 911 Alerts in the Preferences tab in your My Pin2Talk Account; (ii) enter up to three e-mail addresses or mobile phone numbers (the "Alert Contacts") into the 911 Alerts area of the "My Pin2Talk" online control panel; (iii) save the changes; and (iv) test the 911 Alerts to make sure the service works for you. You may also enter a custom message that will be included in the alert, but in any event the alert message is limited to 256 characters. YOU UNDERSTAND AND AGREE THAT PIN2TALK IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY FOR, RELATED TO, OR ARISING OUT OF, YOUR FAILURE TO (I) ENABLE THE 911 ALERT FEATURE, (II) ENTER IN THE CORRECT INFORMATION FOR THE ALERTS CONTACTS, OR (III) TEST THE 911 ALERTS SERVICE. Do not test the 911 Alerts feature by dialing 9-1-1, as this will trigger a call to your local emergency dispatch center. To test the 911 Alerts feature, use the Equipment to dial 6-1-1. You will hear a recorded message that tells you that a test call has been placed. Your Alert Contacts should then check their e-mail inbox and/or phone to make sure the alert was sent and received properly. Double-check that the address included in the alert is up-to-date. By using the 911 Alerts feature, you authorize us to send e-mails and text messages to your Alert Contacts. YOU UNDERSTAND AND AGREE THAT YOUR MOBILE CARRIER, AND THE MOBILE CARRIER(S) OF YOUR ALERT CONTACTS, MAY APPLY ADDITIONAL CHARGES TO SEND AND RECEIVE TEXT MESSAGES. In the event an Alert Contact experiences a power failure or disruption, outage of Internet service or mobile telephone service, or any other disruption, the 911 Alerts will be delayed or never received by the e-mail inbox or mobile phone of that Alert Contact.

10. Additional Terms of Equipment and Service

(a) No Life Safety or Critical Uses of the Products and Services: You acknowledge and agree that the Equipment and Services, whether standing alone or when interfaced with third-party products or services, are not certified for emergency response. Pin2Talk makes no warranty or representation that use of the Equipment or Services with any third-party product or service will affect or increase any level of safety. YOU UNDERSTAND THAT THE EQUIPMENT AND SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL PIN2TALK DISPATCH EMERGENCY SERVICES TO YOUR HOME IN THE EVENT OF AN EMERGENCY.

(b) Reliability of Services: You acknowledge that the Services, including remote access and mobile notifications, are not error-free or 100% reliable and 100% available. Proper functioning of the Services relies and is dependent on, among other things, the transmission of data through your Wi-Fi network, enabled wireless device (such as a phone or tablet) and High-Speed Internet access, or optional cellular backup service, for which neither Pin2Talk nor any wireless or data carrier is responsible, and may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency (collectively, "Service Interruptions"). You understand that Service Interruptions may result in the Services being unreliable or unavailable for the duration of the Service Interruption. We cannot and do not guarantee that you will receive notifications within any given time, or at all. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR PIN2TALK EQUIPMENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY-NOTIFICATION SYSTEM. There is no way for Pin2Talk to provide specific information relating to a situation in your home or elsewhere. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

(c) Service Interruptions; no refund or rebate: The Services may be suspended temporarily, without notice, for security reasons, systems failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Pin2Talk does not offer any specific uptime guarantee for the Services.

(d) Privacy and Security: The calling capability and our Services use the public Internet, third party networks, and inside wiring in customers' premises to transmit communications. We have engineered our Equipment and Services to minimize the risk of any loss in privacy when using such systems. You acknowledge, however, that we cannot guarantee that your communications are completely secure. We respect your privacy and treat the content of all communications as private, except as may be required by law. Please refer to the Privacy Policy on our website at <https://www.Pin2Talk.com/legal/privacy-policy/> for additional information.

(e) Compatibility with Third-Party Home Security and Medical Alert Systems: PLEASE NOTE: Our Services, the Equipment, and calling capability may not be compatible with certain home security and medical alert systems that communicate with the home security provider or medical alert provider by dialing a number using your local telephone service line. You may be required to maintain and pay for a separate landline or cellular telephone service from your local telephone company in order to use such systems. You are responsible for contacting the home security or medical alert company to determine the compatibility of its system with our Equipment and Services. YOU HEREBY WAIVE ANY CLAIM AGAINST PIN2TALK FOR THE INTERFERENCE OR DISRUPTION OF THESE THIRD-PARTY SERVICES AND EQUIPMENT. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT THAT YOUR HOME SECURITY AND/OR MEDICAL ALERT SYSTEM IS DISRUPTED. YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTIONS ARISING FROM OR RELATING TO THE COMPATIBILITY OF OUR SERVICES, EQUIPMENT, AND/OR ALARM SYSTEM MODE, WITH CERTAIN THIRD-PARTY NON-VOICE COMMUNICATION EQUIPMENT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS PIN2TALK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND ASSIGNS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE EQUIPMENT OR SERVICES, 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 FAILURE, INTERFERENCE OR DISRUPTION OF THIRD PARTY SERVICES AND EQUIPMENT (INCLUDING, WITHOUT LIMITATION, HOME SECURITY AND MEDICAL ALERT SYSTEMS) DUE TO COMPATIBILITY OR INCOMPATIBILITY WITH PIN2TALK'S SERVICES, EQUIPMENT, AND/OR ALARM SYSTEM MODE.

(f) International Usage: The Pin2Talk system has been designed to support installation and use in the United States with a U.S. High-Speed Internet service provider. We currently only provide U.S. phone numbers and cannot guarantee installation, performance, or use of Pin2Talk Equipment and Service outside the United States. If you choose to install and use the Pin2Talk system outside of the United States, you will be solely responsible for any violation of any export laws, tax laws, tariff agreements, U.S. or foreign regulatory rules, U.S. or local laws, or violation of your High-Speed Internet provider's terms of service. You will also be accountable for payment of any

taxes, fees, penalties, and/or surcharges associated with use of the Pin2Talk system outside of the United States. Pin2Talk reserves the right to suspend Service to any non-U.S. based system at any time.

(g) Voice-to-Text Limitations: Some Pin2Talk Services provide a function that allows voicemails to be converted to text. You understand and agree that this voice-to-text conversion may not be accurate and you are responsible for listening to the original voicemail to verify the accuracy of the conversion. Certain Services utilize human-aided conversions and, as a result, the privacy of your message and its content cannot be guaranteed. You hereby release all claims against Pin2Talk and its third-party providers with respect to the voice-to-text service.

(h) May Not Support x11 Calling: The Equipment, if not connected to a landline, may not support 311, 511 and/or other x11 services in one or more (or all) service areas (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement, and 711, which is used to access telecommunications relay services). To keep all of these services, please have your Equipment, if your Equipment is capable of doing so, connected to a landline.

(i) No 0+ or Operator Assisted Calling: The Equipment, if not connected to a landline, does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls).

(j) No Directory Listing for Residential Services: The phone numbers you get from us will not be listed in any telephone directories. As a result, someone with your phone number cannot use a reverse directory to lookup your address.

(k) Third-Party Products and Services: We assume no obligation to provide support services for any third party products or services, or for problems with our service caused by third party products or services.

11. Service Charges, Billing and Payment

(a) Service Charges, Taxes and Fees: We may charge you certain Service fees and other taxes and fees, which may include, but are not limited to, fees for Services; activation fees; usage charges; international usage charges; advanced feature charges; data charges; premium services/add-ons; Equipment purchases or rentals; 911 service fee; regulatory compliance fee(s); Federal Universal Service Fee; federal, state, and/or local taxes; 911 fees; reconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published on our website at <https://www.Pin2Talk.com/rates> and are incorporated by reference herein, and may change from time to time and, in the case of rental fees, published on our website at <https://www.Pin2Talk.com/office/rental/>. Failure to pay any Service fees, other taxes or fees may result in suspension or termination of your account without notice.

(b) Valid Credit or Debit Card Required: In order to purchase or rent Equipment or activate Services from us, you are required to provide us with a valid e-mail address and a credit or debit card number from a card issuer that we accept ("Issuer"), together with the billing address for the card. 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 and provide new credit or debit card information or we may terminate Service to you. You acknowledge and agree that you authorize us and that we do not need to obtain any additional authorization from you for any recurring payments, automatic billing options or updated credit card or debit card information provided by your credit card or debit card company to us. Your account will be automatically terminated if you put a stop payment on your account with a financial institution in connection with payment of any of your monthly or annual charges.

(c) Payments: We accept payment only by credit or debit card. Your purchase or rental of Equipment or activation of Services from us authorizes us to charge your credit or debit card. This authorization will remain valid until 30 days after we receive written notice of your intent to terminate our authority to charge your credit or debit card. If you provide such notice, we will charge your credit or debit card for any applicable termination fee and any other outstanding charges and terminate your Services.

(i) Collection: If your Services are terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorneys' fees.

(ii) Notices: You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E of the United States Federal Reserve to receive ten days advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

(iii) Late and Partial Payments: We may add late-payment charges to any past-due amounts at the lower of 1.5% per month of the past-due amounts or the maximum rate allowed by law. Our 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 the charges. If charges cannot be processed through your credit or debit card, we may add a processing fee of \$15 or any lesser amount if limited by state law.

(d) Automatic Billing: Certain of our Services, including but not limited to our Premier Service, Home Security, International Bundle and prepaid billing deposits, feature automatic rebilling. In such circumstances, for your convenience, your credit card will be automatically billed at the end of each term which will renew your membership for another like term. You may terminate automatic rebilling at any time by contacting our Customer Care Department using the contact information posted on the website at least thirty (30) days before rebilling is to take place that you are terminating the Service. Failure on your part to notify us of your desire not to be re-billed, will result in your account being re-billed and you agree to hold harmless and indemnify us from any and all claims of wrongful billing.

(e) Prepaid Services: For international or directory assistance calls, you must first prepay a certain amount and the calls, along with associated taxes and/or fees, are then charged against the prepaid balance. Once the prepaid amount is exhausted, you will no longer be permitted to continue such calls until a new prepaid balance is established. Usage charges, if any, will be billed as set forth on our website at <https://www.Pin2Talk.com/rates>.

(f) No Service Credit: You acknowledge that Services are provided on a commercially reasonable efforts basis using the public network and third-party networks. Therefore, Pin2Talk will not provide any credits, refunds or other compensation for interruptions of Service or failure of Equipment.

(g) Billing Disputes: If you dispute any charges from us, you must notify us in writing within 30 days after notification to you of the charges (or within any greater period required by law); otherwise, you will be deemed to have waived any right to contest such charges. During the period of a billing dispute, our receipt and acceptance of a partial payment shall not be construed as a payment in full of the contested amount, as set forth below. All notices of disputed charges should be sent to: Pin2Talk, Inc., c/o Billing Department, 525 Almanor Ave., Suite 200, Sunnyvale, CA 94085, or via e-mail at customeradvocate@Pin2Talk.com.

(h) **Reactivation and Number Change Fee:** You agree that we may charge you a fee for reactivation after a period of non-use or to change the phone number associated with the Equipment.

(i) **Number Porting Fee:** You agree that we may charge you a fee for porting your phone number from another provider. This fee is set forth on our website at <https://www.Pin2Talk.com/rates/>. Number porting is subject to availability and other restrictions in certain geographic areas, and to policies of the provider from whom the phone number port is requested. You should allow up to 21 days, or longer depending upon your provider, for number porting to be completed, and should not cancel your existing phone service until the number port is completed.

(j) **Collect Calls and Third-Party Billing:** Should you incur charges for collect calls or other third-party service billed to your Pin2Talk phone number, Pin2Talk will charge you the cost of the call or service, as determined by the billing party, plus an additional service charge calculated as a percentage of the billing party amount. Failure to pay for these charges may result in suspension or termination of your account.

12. Return of Equipment and Refunds

(a) **Purchases Directly from Pin2Talk:** If you bought your Equipment directly from Pin2Talk, you may return the Equipment to us within 30 days of the date you received the Equipment (or as otherwise required by law) and we will refund the purchase price to you, provided that you:

(i) Return all of the equipment that you purchased from us within 14 days of termination of your account, in original condition, original packaging preferred;

(ii) Terminate your account with us within the same 30-day period;

(iii) Return original proof of purchase with the Equipment, together with all parts, and accessories;

(iv) Obtain a valid return authorization number from our customer care department prior to returning the Equipment to us by calling 888-711-6662; and

(v) Pay all costs of shipping the Equipment back to us. You may return Equipment for a refund only once. We reserve the right to charge a return charge or restocking fee as may be posted on our website from time to time.

(b) **Retail Customers:** If you bought your Equipment from a retail store, dealer, or other provider ("Retailer"), rather than directly from Pin2Talk, you may not return the Equipment to us. If permitted by the Retailer, you may return the Equipment to the Retailer, in which case the return will be subject to the Retailer's return policy. If you return your Equipment to the Retailer, your Services will terminate and you will lose any phone numbers assigned to your account.

(c) **Rental Customers:** If you rent your Pin2Talk Equipment and you terminate your Service for any reason within 12 months from the date you commenced the rental, you will be charged a return charge per item of rented Equipment rented at the rates published on our website at <https://www.Pin2Talk.com/office/rental/>. Within 14 days of termination, you agree to return at your own expense all Equipment to Pin2Talk or you will be charged \$50 per item of Equipment rented, in addition to the return charge.

(d) **No Refunds on Unused Services:** Subject to applicable law, there are no refunds for unused service terms and all Service charges, taxes, fees and prepaid balances are non-refundable.

13. Termination of Services

(a) **By You:** You may terminate any or all Services by contacting our Customer Care Department using the contact information posted on the website. You may make the termination effective at any time after five (5) working days from your termination request, except for Services where a minimum initial term is specified, in which case the termination may be effective on any date after the minimum initial term expires, plus five (5) working days. There are no refunds for unused service terms.

(b) **By Us:** We may terminate any or all of your Services or use of your Equipment at any time if any charge by us to your credit or debit card is declined or reversed, if your credit or debit card expires or is cancelled and you have not provided us with a valid replacement credit or debit card, or if you otherwise fail to pay any charges, taxes, or fees. Any attempt to use or use of a stolen credit or debit card will result in termination of all of your Services and use of your Equipment. We may terminate your use of the Equipment or of any or all Services if you fail to pay undisputed charges after they are due or within five (5) business days after we have notified you that, in our sole but reasonable discretion, such disputed charges are valid and should be paid. We may terminate or modify your use of the Equipment or of any or all Services immediately if we determine, in our sole and absolute discretion, that you violated any of your obligations in this Agreement or that you violated the license granted in Section 4. We may terminate any element of the Services provided to you (but not your use of the Equipment for unlimited calling) for any other reason or no reason by providing notice to you of at least ten (10) working days.

(c) **Phone Number:** The phone number assigned to your account may be re-assigned if your Services are terminated by you or by Pin2Talk, including when your services are terminated because you returned your Equipment to a Retailer, as set forth in Section 12(b). If you wish to transfer your phone number to another service, you must do so prior to your Services being terminated, otherwise your phone number may not be available for transfer.

(d) **Responsibility for Charges and Reconfiguration of Telephone Line:** You will be required to pay for all Service charges, taxes, and fees through the date of termination. You will also be required to pay any termination charges for a terminated Service, unless we terminate the Services pursuant to the last sentence of Section 13(b). You will be responsible for arranging with your local telephone service company for any reconfiguration of your local telephone service line and for paying any charges from your local telephone service company for such reconfiguration. If you terminate our Instant Second Line Service, you must remove the "call forward on busy" feature on your telephone service line or redirect the call forwarding to a different telephone number.

(e) **Reactivation:** If you wish to reactivate a terminated account, and we agree at our sole discretion to reactivate the account, you will be required to pay the reactivation fee as set forth on our website at <https://www.Pin2Talk.com/legal/rates/>.

14. Warranties

(a) **Limited Equipment Warranty:** We provide a limited warranty on the Equipment as to manufacturing defects for a period of ONE (1) year from the date of purchase or rental (the "Limited Warranty"). This Limited Warranty does not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, does not apply to any defect caused by damage in transit, damage by a Retailer, damage from dropping, abuse, water damage, electrical or lightning,

or from other types of customer handling. Your sole remedy for any breach of this limited warranty is to obtain a repaired or replacement item of Equipment. You must include with the returned Equipment a letter stating that you are returning the equipment for warranty repair or replacement and state the nature of the defect. The capability to use the Equipment to make calls, as described and qualified herein, will continue with any Equipment obtained from us to replace the original Equipment under this warranty. This Limited Warranty does NOT cover cost of shipment. You must be registered with Pin2Talk as the primary account holder of record to exercise rights under this paragraph.

(b) Option to extend Limited Equipment Warranty: During the first year of coverage for purchased Equipment, the customer has the option to extend the Limited Warranty for additional periods for a one-time charge, as more fully described on our website and incorporated by reference herein. Separate terms and conditions apply to that extended limited warranty.

(c) Requests for Replacement Equipment: To request replacement Equipment under the terms of this paragraph, the customer is required to call and speak with a member of Pin2Talk Customer Support at 1-888-711-6662. The customer must provide a valid credit card (American Express, Discover, MasterCard, or Visa). Pin2Talk will ship replacement Equipment along with a shipping label to return the damaged or broken Equipment. The customer is required to return the damaged or broken Equipment within fourteen (14) days of receipt of the replacement Equipment or the credit card on file will be charged. Should Pin2Talk determine that the damaged or broken Equipment is not covered under the terms of this paragraph, the customer will have fourteen (14) days to return the replacement Equipment or the credit card on file will be charged for the full retail price of the replacement Equipment plus any associated taxes, shipping and handling fees.

(d) No Other Warranties: OTHER THAN THE LIMITED EQUIPMENT WARRANTY EXPRESSLY SET FORTH ABOVE, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ON THE EQUIPMENT, USE OF THE EQUIPMENT, OR ON ANY SERVICE. THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE EQUIPMENT OR ANY SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION, OR THAT THE FIRMWARE OR SOFTWARE IS ERROR FREE. ANY STATEMENTS AND DESCRIPTIONS CONCERNING THE EQUIPMENT OR SERVICES BY PIN2TALK OR ITS AGENTS OR REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

(e) No Warranties Against Occurrences: YOU UNDERSTAND AND AGREE THAT SOME OF THE EQUIPMENT AND SERVICES ARE NOTIFICATION, SIGNALING AND DETECTION EQUIPMENT AND SERVICES. THE EQUIPMENT AND SERVICES DO NOT ELIMINATE OCCURRENCES OF EVENTS, SUCH AS FIRES, FLOODS, BURGLARIES, ROBBERIES, AND MEDICAL ISSUES. FURTHER, YOU UNDERSTAND AND AGREE THAT THE EQUIPMENT AND SERVICES MAY NOT AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES, AND, THEREFORE, PIN2TALK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) THAT THE EQUIPMENT AND SERVICES WILL SO AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES.

15. Limitations of Liability and Indemnification

(a) Direct Damages: YOU UNDERSTAND AND AGREE THAT PIN2TALK IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY FOR, RELATED TO, OR ARISING OUT OF, YOUR FAILURE TO (I) REGISTER THE EQUIPMENT, (II) ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING THE EQUIPMENT ONLINE, (III) TEST THE FUNCTION AND RANGE OF THE EQUIPMENT AND THE PIN2TALK SERVICES, OR (IV) CHARGE THE EQUIPMENT, IF APPLICABLE. PIN2TALK'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF PIN2TALK RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO THE SERVICES OR 911 DIALING, SHALL BE LIMITED IN AMOUNT TO THE TOTAL OF PIN2TALK'S CHARGES COLLECTED FROM YOU DURING THE ONE (1) MONTH PERIOD PRECEDING THE ACT OR OMISSION AND SHALL BE FURTHER LIMITED TO RECOVERY OF ACTUAL DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH, PROXIMATELY CAUSED BY PIN2TALK'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. PIN2TALK SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO), ACTS OF NATURE, STRIKES, FIRE, WAR, RIOTS, ACTS OF TERRORISM, GOVERNMENT ACTIONS; LOSS OF POWER TO YOU; INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES, OR ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE EQUIPMENT OR SERVICES PROVIDED TO YOU; EQUIPMENT, NETWORK OR FACILITY FAILURE, SHORTAGE, UPGRADE, RELOCATION OR MODIFICATION; AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR OTHER THIRD PARTY, INCLUDING BLOCKING OF PORTS BY YOUR HIGH-SPEED INTERNET SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE EQUIPMENT OR SERVICES CAUSED BY ANY THIRD PARTY; OR ANY OTHER CAUSE THAT IS BEYOND OUR REASONABLE CONTROL.

(b) Indirect, Consequential Damages: PIN2TALK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, ASSIGNS, OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU OR US IN CONNECTION WITH THE SERVICE, SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES ARISING FROM OR IN CONNECTION WITH PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, OR THE USE OR INABILITY TO USE THE SERVICE OR ANY OF THE EQUIPMENT, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE, OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES INCLUDING 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. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(c) Indemnifications: In addition to the indemnification provisions above, you shall defend, indemnify, and hold harmless Pin2Talk, its officers, directors, employees, affiliates, agents, assigns, and any other service provider who furnishes services to you or us in connection with the use of the Equipment and Services, from any and all claims, suits, actions, judgments, losses, damages (direct, indirect and consequential), fines, penalties, costs, and expenses (including, without limitation, attorney's fees) by or on behalf of you or any third party (other than your local telephone service company) relating to:

(i) The use of your Equipment and Services;

- (ii) Any violations of your obligations under this Agreement;
- (iii) The violation of applicable laws, regulations or the terms of this Agreement,
- (iv) The transmission of any messages, content, images or other information,
- (v) Any claims for infringement of any intellectual property rights arising from or in connection with use of the Services, or
- (vi) Any harm to any person resulting in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data).

16. Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM PIN2TALK. In the unlikely event that Pin2Talk has not been able to resolve a dispute it has with you, any member of your household, or any of your guests or any user of your Equipment or Services arising out of or relating to use of the Equipment or Services after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any Pin2Talk claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms and Conditions, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in Santa Clara County, California, unless you and Pin2Talk agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Pin2Talk from seeking injunctive or other equitable relief from the courts as necessary to protect any of Pin2Talk's proprietary interests. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS TERMS OF SERVICE, YOU AND PIN2TALK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

17 U.S. Export Controls

You agree to comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security (the "U.S. Export Controls"). Without limiting the generality of the foregoing, you expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Equipment or Services or any direct product or technical data thereof to any destination, company, or person restricted or prohibited by U.S. Export Controls. You further represent and warrant that you (or if acting on behalf of a business, the business and its officers, directors and shareholders) are not listed on any Specially Designated Nationals or other denied parties list issued by any agency of the U.S. Government.

18. Copyright Infringement; Digital Millennium Copyright Act (DMCA) Notice

Materials may be made available via the use of the Equipment and Services by third parties not within our control. We are under no obligation to, and do not, review content posted, published, or broadcast through our Services for illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to be posted, published, or otherwise broadcast through our Services. If you believe any of the materials we knowingly post, publish, or broadcast regarding our Services and Equipment infringe a copyright, you should provide us with written notice that, at a minimum, contains: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing, or to be the subject of infringing activity, that is to be removed or disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All DMCA notices should be sent to our designated agent as follows: Pin2Talk Legal Department, 525 Almanor Ave., Suite 200, Sunnyvale, CA 94085.

19. TCPA Consent & Privacy

You expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your Services, at any telephone number, or physical or electronic address you provide. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using an automatic telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, with information or questions about your Services. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any e-mail address you have provided to us or that you provide to us in the future.

Your agreement with this Section 19 is not a condition of doing business with Pin2Talk. If you would like to opt-out of this provision, please contact Pin2Talk at customeradvocate@Pin2Talk.com.

We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for training and quality monitoring purposes.

20. Miscellaneous

- (a) 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.
- (b) 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. For the purposes of clarity, Pin2Talk's officers, directors, employees, affiliates, agents, assigns, service providers, and any of their respective directors, officers, shareholders, members, employees, affiliates, agents and assigns, are intended to be and are considered third party beneficiaries of this Agreement.
- (c) Governing Law: This Agreement and the relationship between you and us are governed by the laws of the state of California without regard to its conflict of law provisions. To the extent court action becomes necessary to enforce an arbitration award or for any other reason consistent with Section 16, such action shall only be brought in a federal or state court of competent jurisdiction located in Santa Clara County, or the related appellate courts and you shall submit to the personal and exclusive jurisdiction of the courts located within the state of California and waive any objection as to venue or inconvenient forum.
- (d) Copyrights, Service Marks, and Trademarks: The Equipment and each of our Services and any firmware or software used to provide the Services or provided to you in conjunction with our Services, or embedded in the Equipment, and all Services, information, documents, and materials on our website are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our Marks.
- (e) Entire Agreement: Materials on our website which are not specifically referred to in these Terms and Conditions are not incorporated into this Agreement. This Agreement, the Privacy Policy and the Pin2Talk Mobile HD End User License Agreement (if applicable), including any future modifications of those agreements by Pin2Talk, and the charges for Equipment and Services, and other related materials found on our website constitute the entire Agreement between you and us and governs the use of the Equipment and Services by you, members of your household, and guests. This Agreement supersedes any prior agreement between you and us and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- (f) 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.
- (g) No Waiver Rights: Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.
- (h) Assignment: Pin2Talk may assign this Agreement and any of its right or obligations hereunder at any time. You may not assign your rights or delegate any of your duties under this Agreement, and any attempted assignment or delegation without our consent will be void. This agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
- (i) Performance of Work: Pin2Talk may subcontract any work, obligations or other performance required of Pin2Talk under this Agreement without your consent.
- (j) No Agency: Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship.
- (k) Notice: Except as stated otherwise in this Agreement, when a notice is required from us to you, we may provide that notice by e-mail to the e-mail address provided by you when you established your account with us or as otherwise updated. You are responsible for keeping that e-mail address up to date. When you are required to give us notice, you must do so, except as stated otherwise herein, by sending your notice to: Pin2Talk, Inc., c/o Billing Department, 525 Almanor Ave., Suite 200, Sunnyvale, CA 94085, or via e-mail at customeradvocate@Pin2Talk.com.