



Terms of Use

AGREEMENT BETWEEN YOU AND GOTVOICE, INC.

Welcome! The GotVoice Service is made up of various Web sites, Web pages, and services operated by GotVoice, Inc.,(the "GotVoice Service"). This Terms of Service applies to the GotVoice Service and does not apply to the content of third parties.

The GotVoice Services are offered to You conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the GotVoice Services constitutes your agreement to all such terms, conditions, and notices. Your use of a particular GotVoice Service included within the GotVoice Services may also be subject to additional terms outlined elsewhere in this agreement (the "Additional Terms"). Additionally, the GotVoice Services may themselves contain additional terms, codes of conduct or guidelines that govern use of those sites, including without limitation, particular features or offers (for example, sweepstakes or chat areas).

In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular GotVoice Service, then these terms shall control.

MEMBER ACCOUNT, PASSWORD, AND SECURITY

If a particular GotVoice Service, or any product or service offered on any GotVoice Service requires You to open an account, You must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You then will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, You are entirely responsible for any and all activities that occur under your account. You agree to notify GotVoice immediately of any unauthorized use of your account or any other breach of security. GotVoice will not be liable for any loss that You may incur as a result of someone else using your password or account, either with or without your knowledge. However, You could be held liable for losses incurred by GotVoice or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. Your wireless carrier may charge fees for voicemail delivery, text messaging (including receiving/sending instant messages and e-mail), web browsing and other services that require the use of airtime and wireless data services, and You agree that You are solely responsible for any and all such fees. GotVoice may provide information about selected wireless carriers for your convenience only and we recommend that You check with your wireless carrier to verify what fees may apply to your wireless device plan.

GotVoice does not endorse or recommend the services of any wireless carrier. The wireless carrier is solely responsible for the services it provides to You. Voicemail, E-mail and instant message alerts that You receive on your device may be delayed during transmission over the Internet, or by other causes. The accuracy and timeliness of any GotVoice Service is not

guaranteed or warranted by GotVoice or its suppliers. Please be sure to refer to the appropriate alert terms for a specific GotVoice Service included in the Additional Terms if You have questions about specific alerts.

CHARGES

Please check www.gotvoice.com for our latest published prices and the prices that will apply to your Account. When using GotVoice, calls to you are diverted to a voicemail box operated by us or an Associated Person. Your Carrier may charge you for this diverted call. You may also choose to dial into your GotVoice voicemail box and your Carrier will charge you for this call. If you are roaming, your Carrier may also charge you roaming charges in addition to any other charges that may be applicable.

In respect of all charges levied by your Carrier, we recommend that you check their tariffs for each of the above services. GotVoice is not responsible for any charges levied by your Carrier. Unless otherwise specified, our prices are quoted exclusive of sales tax, or any similar tax, which will be additionally charged as appropriate.

We charge you for each message sent to our service using the Account. If a message exceeds a single SMS in length, we will deliver the message as a series of consecutive SMS messages transcribing up to 90 seconds of audio. We normally limit the total length of delivered messages to 3 SMS messages in total, which means that a long voice message may not be converted in its entirety.

GotVoice reserves the right to limit use of the Service if unreasonable usage occurs on any account at any time.

Where we are unable to convert a message to text due to poor dictation, noisy environment, poor phone connection or drop-outs, language or unacceptable content, we will reasonably attempt to advise you so that you can choose to access the audio file containing the attachment or dial-in and listen to the voice message yourself.

MODIFICATION OF THESE TERMS OF USE

GotVoice reserves the right to change the terms, conditions, and notices under which the GotVoice Service are offered, including but not limited to the charges associated with the use of the GotVoice Service. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the GotVoice Service constitutes your agreement to all such terms, conditions, and notices.

USE LIMITATION

The Service is made available to You for your use only. Due to the Children's Online Privacy Protection Act of 1998, You must be at least thirteen (13) years of age to use this Service. You may not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the GotVoice Service.

Without the advance express written permission of GotVoice, You may not 'metasearch' the GotVoice Service, send, or cause to be sent, any automated queries of any sort to the GotVoice Service, or use the GotVoice Service in any commercial manner. "Automated queries" shall include but not be limited to using any software that sends queries to any GotVoice Service to determine how a web site "ranks" on any GotVoice Service.

Permitted Usage of Unlimited Plan

The Unlimited Plan is intended for usage by a sole individual (hereinafter "Account Holder"). Account Holders are not permitted to use their Unlimited Plan such that the voicemail box covered by the Unlimited Plan a) is a general voicemail box for a multi-employee business or one assigned to a multi-employee department in a business, rather than one assigned specifically to the Account Holder; b) is used to receive calls to persons other than the Account Holder; or c) is otherwise used by the Account Holder in a manner deemed by GotVoice in its reasonable discretion to be abnormal or unreasonable. GotVoice reserves the right to terminate any Unlimited Plan that is used in a manner that is not Permitted Usage.

LINKS TO THIRD PARTY SITES

The GotVoice Service may contain images of and links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of GotVoice and GotVoice is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. GotVoice is not responsible for webcasting or any other form of transmission received from any Linked Site nor is GotVoice responsible if the Linked Site is not working appropriately. GotVoice is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by GotVoice of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Any dealings with third parties (including advertisers) included within the GotVoice Service or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between You and the advertiser or other third party. GotVoice shall not be responsible or liable for any part of any such dealings or promotions.

PRIVACY AND ADVERTISING

As a condition to using the Service, You agree to the terms of the GotVoice Privacy Policy as it may be updated from time to time. GotVoice understands that privacy is important to You. You do, however, agree that GotVoice may monitor, edit or disclose your personal information, including the content of your voicemails, if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms of Use and the GotVoice Privacy Policy. Personal information collected by GotVoice may be stored and processed in the United States or any other country in which GotVoice Inc. or its agents maintain facilities. GotVoice and its partners may use the content of Your messages to improve message processing capabilities. By using GotVoice, You consent to any such transfer of information outside of your country.

As consideration for using the Service, You agree and understand that GotVoice will display ads and other information adjacent to and related to the content of your voicemail. GotVoice serves relevant ads using a completely automated process that enables GotVoice to effectively target dynamically changing content, such as voicemail. No human will screen or listen to the content of your voicemail in order to target such advertisements without your consent, and no voicemail content or other personally identifiable information will be provided to advertisers as part of the Service.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the GotVoice Service, You will not use the GotVoice Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the GotVoice Service in any manner that could damage, disable, overburden, or impair any GotVoice Service (or the network(s) connected to any GotVoice Service) or interfere with any

other party's use and enjoyment of any GotVoice Service. You may not attempt to gain unauthorized access to any GotVoice Service, other accounts, computer systems or networks connected to any GotVoice Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the GotVoice Service.

USE OF SERVICES

The GotVoice Service may contain voicemail services, email services, chat areas, personal web pages, calendars, file cabinets and/or other message or communication facilities designed to enable You to communicate with others (collectively, "Communication Services"). You understand and agree that the Service may include content-targeted ads or other related information, as further described below and in the GotVoice Privacy Policy. In addition, You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. GotVoice disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. GotVoice also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to You, other than the refund of any unused amounts You may have paid for the Service. You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, You agree that when using a Communication Service, You will not:

- Use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk voicemail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes.
- Upload, or otherwise make available, files that contain sounds, voices, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consents to do the same.
- Use any material or information, including sounds or voices which are made available through the GotVoice Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Use of meta tag searches on the web sites.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Download any file posted by another user of a Communication Service that You know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of a GotVoice Service or other user or usage information or any portion thereof.

GotVoice has no obligation to monitor the Communication Services. However, GotVoice reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. GotVoice reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

GotVoice reserves the right at all times to disclose any information as GotVoice deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in GotVoice 's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Service. GotVoice does not control or endorse the content, messages or information found in any Communication Service and, therefore, GotVoice specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized GotVoice spokespersons, and their views do not necessarily reflect those of GotVoice. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination; You are responsible for adhering to such limitations if You download the materials.

OFFICE PHONE SYSTEMS

As a condition of your use of the Communications Services in conjunction with an Office Phone System You represent that you have the authority to provide access to the information necessary for GotVoice to activate Your phone within Your Office Phone System, and you agree to indemnify GotVoice for any damages it may sustain in any action brought against it relating to the provision or activation of such Office Phone System. As a condition of activating Your Office Phone you agree to pay any and all amounts billed you as set forth in the Office Phone System billing amendment, incorporated herein by this reference. An Office Phone System shall be considered activated when all voicemail messages on the test voicemail account provided have been successfully retrieved and You have been so notified.

MATERIALS PROVIDED TO GOTVOICE OR POSTED TO ANY GOTVOICE SERVICE

GotVoice does not claim ownership of the materials You provide to GotVoice (including feedback and suggestions) or post, upload, input or submit to any public arena of a GotVoice Service or its associated services, or by the members of any public or private group, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission You are granting GotVoice, its companies necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all GotVoice Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of a GotVoice Service.

No compensation will be paid with respect to the use of your Submission, as provided herein. GotVoice is under no obligation to post or use any Submission You may provide and GotVoice may remove any Submission at any time in its sole discretion. By Posting a Submission You warrant and represent that You own or otherwise control all of the

rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for You to provide, post, upload, input or submit the Submissions.

INTELLECTUAL PROPERTY RIGHTS

All content and software (if any) that is made available to view and/or download in connection with the GotVoice Service, excluding content and/or software that may be made available by endusers through a Communication Service, ("Software") is owned by and is the copyrighted work of GotVoice and/or its suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless You first agree to the License Agreement terms.

For any Software not accompanied by a license agreement, GotVoice Corporation hereby grants to You, the user, a revocable personal, nontransferable license to use the Software for viewing and otherwise using the particular GotVoice Service in accordance with these Terms of Use, and for no other purpose provided that You keep intact all copyright and other proprietary notices. Any reproduction or redistribution of the content and/or Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CONTENT OR SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. You acknowledge that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE GOTVOICE SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE GOTVOICE SERVICE AND TO THE INFORMATION THEREIN. GOTVOICE AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE GOTVOICE SERVICE AT ANY TIME. GOTVOICE CORPORATION AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE GOTVOICE SERVICE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. GOTVOICE AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT. YOU SPECIFICALLY AGREE THAT GOTVOICE SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH AN GOTVOICE SERVICE. YOU SPECIFICALLY AGREE THAT GOTVOICE IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT GOTVOICE IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN ANY GOTVOICE SERVICE BY ANY THIRD PARTY.

IN NO EVENT SHALL GOTVOICE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE GOTVOICE SERVICE, WITH THE DELAY OR INABILITY TO USE THE GOTVOICE SERVICE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE GOTVOICE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE GOTVOICE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF GOTVOICE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE GOTVOICE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE GOTVOICE SERVICE. STORAGE SPACE AND OTHER LIMITATIONS

You agree that GotVoice may establish limits concerning use of any GotVoice Service offered on an GotVoice Service, including without limitation the maximum number of days that voicemail messages will be retained by any GotVoice Service, the maximum number of voicemail messages that may be sent from or received by an account on any GotVoice Service, the maximum size of a voicemail message that may be sent from or received by an account on any GotVoice Service, the maximum disk space that will be allotted on GotVoice 's servers on your behalf either cumulatively or for any particular service, such as for storing digital voice, and the maximum number of times and duration You may access any GotVoice Service in a given period of time.

You agree that GotVoice has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any GotVoice Service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any GotVoice service may change at any time. You acknowledge that GotVoice reserves the right to sign out, terminate or delete your accounts for any particular Web site or service within GotVoice that are "inactive" for an extended period of time. "Inactive" means that You have not signed in to a particular service for an extended period of time, as determined by GotVoice, in its sole discretion. The amount of time that GotVoice currently considers as an "extended" period of time is determined based on the particular GotVoice Service or GotVoice Service within GotVoice to which it pertains, and may be viewed in the FAQ, or other user information relating to the particular service. GOTVOICE MAKES NO WARRANTY THAT ANY GOTVOICE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TERMINATION/ACCESS RESTRICTION

GotVoice reserves the right, in its sole discretion, to terminate your access to any or all GotVoice Service and the related services or any portion thereof at any time, without notice. GotVoice may also terminate or suspend your access to GotVoice Service for inactivity, as set forth, above, in "Storage Space and Other Limitations." GotVoice shall have no obligation to maintain any content or to forward any unread or unsent messages to You or any third party.

NO SPAM; DAMAGES

GotVoice may immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any 'spam' or other unsolicited bulk voicemail. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then You agree to pay GotVoice liquidated damages of five dollars (US\$5.00) for each piece of 'spam' or unsolicited bulk voicemail transmitted from or otherwise connected with your account. Otherwise You agree to pay GotVoice's actual damages; to the extent such actual

damages can be reasonably calculated. You agree that GotVoice may charge such damages to your selected Payment Method, as set forth in the GotVoice Billing section, below.

GENERAL

Claims for enforcement, breach or violation of duties or rights under this agreement shall be adjudicated under the laws of the State of Washington, without reference to conflict of laws principles. All other claims, including without limitation claims under or for violation of state consumer protection laws, unfair competition laws, and in tort, shall be adjudicated under the law of your state of residence. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in King County, Washington, U.S.A. in all disputes arising out of or relating to the use of the GotVoice Service. You agree that no joint venture, partnership, employment, or agency relationship exists between You and GotVoice as a result of this agreement or use of the GotVoice Service. You agree to indemnify and hold GotVoice, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the GotVoice Service. GotVoice reserves the right to disclose any personal information about You or your use of the GotVoice Service, including its contents, without your prior permission if GotVoice has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of GotVoice or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. GotVoice's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of GotVoice's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the GotVoice Service or information provided to or gathered by GotVoice with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and GotVoice with respect to the GotVoice Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and GotVoice with respect to the GotVoice Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

COPYRIGHT AND TRADEMARK NOTICES:

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TRADEMARKS.

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NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice

and Procedure for Making Claims of Copyright Infringement.

GOTVOICE BILLING

Charges on your Billing Account

GotVoice bills You through an online account (your "Billing Account") for services and items obtained under this Agreement (the "Services"). You agree to pay GotVoice all charges at the prices then in effect for any Services ordered by You or other persons (including your agents) using your Billing Account, and You authorize GotVoice to charge your chosen payment method (your "Payment Method") for such Services. You agree to make payment using that selected Payment Method. GotVoice reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT IN ORDER TO RECEIVE THE SERVICES ORDERED. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY GOTVOICE IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT <http://WWW.GOTVOICE.COM>. IF YOU FAIL TO PROVIDE GOTVOICE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT GOTVOICE MAY CONTINUE CHARGING YOU FOR ANY PRODUCT PROVIDED UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR SUCH PRODUCT (CONFIRMED IN WRITING UPON REQUEST).

Currency exchange settlements will be based on your Payment Method and may be determined by agreements between You and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If GotVoice does not receive payment from your Payment Method Provider, You agree to pay all amounts due on your Billing Account upon demand.

Prices for all Services exclude all applicable taxes and telecommunication charges, unless expressly stated otherwise. To the extent permissible by law, You agree to be responsible for any applicable taxes and telecommunication charges, whether or not such amounts are charged to your Billing Account or Payment Method. You agree that GotVoice may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

GOTVOICE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING UPON REQUEST) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE GOTVOICE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO <http://www.GOTVOICE.COM>.

Your non-termination or continued use of the Services on your Billing Account reaffirms that GotVoice is authorized to charge your Payment Method. GotVoice may submit those charges for payment and You will be responsible for such charges. Those submissions will not waive GotVoice's right to seek payment directly from You. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when You initially ordered the applicable Product.

Refund Policies

Subject to any withdrawal right You may have under applicable law, charges are non-refundable

unless the price plan terms expressly say otherwise. Except as otherwise required by law, the costs of any returns if permitted will be at your expense.

Due Date: Late Charge; Collection Costs

The amount due to GotVoice for your Billing Account must be paid in full by your Payment Method Provider on the date such payment is requested by GotVoice, not later than 30 days after the billing date; You are not entitled to carry forward a balance. You agree to pay late charges that may be assessed by GotVoice on amounts due but not timely paid. The late charge will be 1% per month (or 12% per annum) on the total amount due but not paid; but if such rate is in excess of any allowable rate under applicable laws, then You will instead be charged the maximum rate that is permitted by law. GotVoice reserves the right to refer your Billing Account to a third party for collection in the event of default. You agree to pay all costs incurred in the enforcement of this Agreement and in collection of any delinquent amounts due, including reasonable attorneys' fees and costs.

Default

If GotVoice does not receive payment for any charge to your Billing Account, You will be in default and GotVoice may suspend or cancel your Billing Account and your access to any or all GotVoice Services. If your Payment Method Provider seeks return of payments previously made to GotVoice, but GotVoice in good faith believes that You are liable for the charge and applicable law allows the Payment Method Provider to seek payment from You, You will also be in default and GotVoice may cancel your Billing Account and your access to any or all Services. CANCELLATION OR SUSPENSION FOR DEFAULT MAY BE MADE WITHOUT PRIOR NOTICE TO YOU AND UPON SUCH CANCELLATION OR SUSPENSION, GOTVOICE MAY STOP DELIVERY OF ANY PRODUCT, AND ANY INFORMATION YOU HAVE STORED ON A GOTVOICE SERVICE MAY NOT BE RETRIEVED AT A LATER DATE.

Termination, Cancellation or Suspension

GotVoice may, in its discretion, terminate, cancel, or suspend an accepted order if GotVoice is notified that your Payment Method has expired or has been canceled, or if GotVoice has reason to believe that any Billing Account information provided to GotVoice is untrue, inaccurate, not current or incomplete. Termination, cancellation or suspension, whether by You or GotVoice, will not alter your obligation to pay all charges made to your Billing Account before such termination, cancellation or suspension (including charges made after termination by You but before GotVoice could reasonably act on your termination notice). You will not be entitled to any refunds upon termination, cancellation or suspension unless the applicable agreement expressly so provides.

General

You represent and warrant that: (1) You are at least 18 years of age or the age required or allowed under applicable law for making a legal and binding contract (2) all information that You submit is true and accurate (including without limitation information relating to your Payment Method); and (3) You are an individual (or in the case of an entity, an agent of the entity) authorized to use the designated Payment Method. You agree to pay for all charges (including charges by other persons) and to comply with your responsibilities and obligations as stated in this Agreement. If You are an agent of an entity user, You represent and warrant that You are duly authorized to legally bind the entity to all terms and conditions of this Agreement and that You have made the entity aware of them. You agree not to assign, transfer or sublicense any rights in your Billing Account. GotVoice may: (1) generate print copies of its electronic records and introduce them in evidence as original documents; and (2) prove your agreement or consent in any manner, including without limitation, by showing that a procedure existed by which You must have provided consent or engaged in conduct to obtain the applicable Services.