



## Speakeasy | Onelink™ Voice Terms of Service

For customers who purchased Speakeasy services before October 1, 2010.

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### OneLink™ Voice and Home VoIP Terms of Service

SPEAKEASY OFFERS A 911 EMERGENCY DIALING SERVICE. HOWEVER, THIS 911-TYPE DIALING IS DIFFERENT IN A NUMBER OF WAYS FROM TRADITIONAL 911, INCLUDING BUT NOT LIMITED TO:

1. 911 service is only available at the address provided by you at time of order.
2. You must NOT change the address location of the equipment.
3. In most instances, your phone number and address will be provided automatically to emergency personnel. However, in some cases, you may have to provide this information verbally.
4. Outages or disruptions of broadband service will disrupt Speakeasy Voice 911 Emergency Dialing capabilities, these may include for example: power failure or disruption, broadband service outage, broadband service suspension or termination.

If you cancel your service before completing your first 12 months of service, you will be charged a \$45.00 Disconnection Fee.

Non-voice communications equipment such as home security systems and medical monitoring devices are not compatible with Speakeasy Voice Service, and fax machines and modems may not be compatible with Speakeasy Voice Service.

**Please read the entire Voice Service Subscriber Agreement below for additional information and other important details.**

### Speakeasy Voice Service Subscriber Agreement

This Agreement ("Agreement") is between Speakeasy, Inc. its subsidiaries including Speakeasy Broadband Services, LLC., and a user of Speakeasy, Inc.'s enhanced voice communications services as described below. This Agreement governs both the services described below and any devices provided by Speakeasy, Inc. for use in conjunction with the services, including but not limited to the "Speakeasy Equipment" (as defined herein). In this Agreement, "you" and "your" mean the customer of the Speakeasy, Inc. services defined below, and "Speakeasy," "we," "our," and "us" mean Speakeasy, Inc., and any Speakeasy affiliates authorized to provide you with Speakeasy services. BY BREAKING THE SEAL ON THE PACKAGE ("SEAL"), ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THOSE PERTINENT TO 911



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EMERGENCY DIALING, AND TO THE PRICES, CHARGES, TERMS AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS, INCLUDING IN MARKETING MATERIALS ASSOCIATED WITH YOUR OFFER, AND ON THE SPEAKEASY VOICE SERVICE WEB SITE, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE AFOREMENTIONED TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING SPEAKEASY AT 1-800-556-5829 FOR FURTHER DIRECTIONS.

### Term

Service is offered on a monthly basis for a term which begins on the date that Speakeasy activates your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give Speakeasy notice of non-renewal. If you terminate Service prior to the end of a monthly term, you will be responsible for the month's charges to the date of termination, including without limitation unbilled charges, plus a disconnect fee if applicable, all of which immediately become due and payable.

Expiration of the term or termination of Service does not excuse you from paying all unpaid, accrued charges due in relation to the Agreement.

### Service Description

Speakeasy Voice Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ("IP") and carried, in part, over high-speed internet access, also known as broadband internet service. This service may be generically referred to as "voice over IP". It is separate and distinct from standard Local, Local Toll and Long-Distance services. "Service" or "Services" is defined to include Voice over IP unlimited local and nationwide direct dialed calling within the United States and Canada and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which Speakeasy, in its sole discretion, may add, modify, or delete from time to time.

Speakeasy's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Speakeasy's Service may not support 900, 311, 511 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas. Speakeasy's Service does not connect calls to phone numbers in Area Code/Prefix combinations used by third party Reverse Billing Services. A complete list of blocked Reverse Billing Service Area Code/Prefix combinations can be found at [Blocked Area Code/Prefix Combinations](#). This list is subject to change by Speakeasy without notice to Customer.



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

### Service Requirements

Speakeasy Voice Service requires: (a) specialized customer premises equipment called a telephone adapter ("TA", "Device" or "Speakeasy Equipment") obtained through Speakeasy or a third party that allows connectivity from a regular telephone handset (which you need to supply) to your broadband connection and which you are responsible for installing yourself pursuant to instructions provided to you by Speakeasy; and (b) a broadband connection via cable modem (2-way cable) or DSL with broadband capability of at least 90 Kbps upstream speed that you have a right to use at your own expense. Since voice over IP is dependent on the broadband connection, the availability of an adequate power supply and correct TA configuration, Speakeasy does not guarantee that the service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

### Speakeasy Voice Service 911 Emergency Dialing

**PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY.** BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE SPEAKEASY VOICE 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR ENHANCED 911 ("e911") CALLS.

YOU ACKNOWLEDGE AND UNDERSTAND THAT SPEAKEASY OFFERS A 911 EMERGENCY SERVICE AS DESCRIBED HEREIN AND THAT SUCH 911 DIALING IS DIFFERENT IN A NUMBER OF IMPORTANT WAYS (SOME, BUT NOT NECESSARILY ALL, OF WHICH ARE DESCRIBED IN THIS AGREEMENT) FROM TRADITIONAL 911 SERVICE, AND THAT WE HAVE TOLD YOU THAT THE SPEAKEASY SERVICE DOES NOT SUPPORT TRADITIONAL 911 OR E911. SPEAKEASY 911 DIALING CANNOT BE USED IN CONJUNCTION WITH A SOFT PHONE APPLICATION AND IS ONLY AVAILABLE ON SPEAKEASY PROVIDED DEVICES OR EQUIPMENT. YOU AGREE TO INFORM ANY HOUSEHOLD RESIDENTS, GUESTS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE SERVICE OF THE NON-AVAILABILITY OF TRADITIONAL 911 OR E911 DIALING FROM YOUR SPEAKEASY SERVICE AND



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DEVICE(S) AND TO INFORM THEM OF THE IMPORTANT DIFFERENCES AND LIMITATIONS OF SPEAKEASY 911 DIALING SERVICE AS COMPARED WITH TRADITIONAL 911 OR E911 DIALING THAT ARE SET FORTH IN THIS AGREEMENT.

### **911-Type Dialing Capabilities with Speakeasy Voice Service**

WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING SPEAKEASY VOICE SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL 911 DIALING. THE DISPATCHER MAY BE LOCATED AT A PUBLIC SAFETY ANSWERING POINT (PSAP) DESIGNATED FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY ANSWERING SERVICES. SPEAKEASY RELIES ON THIRD PARTIES FOR THE FORWARDING OF INFORMATION UNDERLYING SUCH ROUTING, AND ACCORDINGLY SPEAKEASY AND ITS THIRD PARTY PROVIDER(S) DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH INFORMATION OR ROUTING IS INCORRECT. IN ADDITION, SPEAKEASY VOICE 911 SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL 911 OR E911 SERVICE AS FOLLOWS:

### **Speakeasy 911 Emergency Dialing Is Only Available At The Physical Street Address Registered With Speakeasy For The Particular Area Code And Phone Number**

You acknowledge and agree that 911-type associated with the particular Area Code and Phone Number assigned to you. You further acknowledge and agree that 911-type Services will not be available to a particular customer and neither Speakeasy nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 Services to you in the event of the assignment of a Area Code and Phone Number to you located outside of the Exchange Area associated with your physical street address or relocation of the telephone device to which an Area Code and Phone Number has been assigned to a location other than your physical street address as registered with Speakeasy.

### **Failure To Designate The Correct Physical Street Address**

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR SPEAKEASY EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR THE SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where the Device will be located, not a post office box, mail drop or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Speakeasy Device to a different street address. Any change of the devices physical address must be coordinated with Speakeasy for the service and 911 to work properly.



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### **Automated Number & Location Identification**

THE PSAP RECEIVING SPEAKEASY VOICE 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. Speakeasy's system is configured in most instances to send the automated number identification information and to transmit identification of the address that you have registered with Speakeasy to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911; however, one or more telephone companies, not Speakeasy, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number and location in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

### **Power Failure, Outages or Disruptions of Service**

YOU ACKNOWLEDGE AND ACCEPT THAT SPEAKEASY VOICE 911 SERVICE WILL NOT FUNCTION IF YOUR TA FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR SPEAKEASY VOICE SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION INCLUDING SUSPENSION OR TERMINATION OF SERVICE BY YOUR BROADBAND PROVIDER AND/OR ISP OR BY SPEAKEASY FOR ANY REASON INCLUDING BILLING ISSUES OR FOR OTHER REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE SPEAKEASY EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SPEAKEASY VOICE SERVICE, INCLUDING FOR 911 PURPOSES.

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

YOU ACKNOWLEDGE AND UNDERSTAND THAT FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH SPEAKEASY VOICE SERVICE THERE IS A GREATER POSSIBILITY THAT YOUR 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL 911 CALLS OVER TRADITIONAL PUBLIC TELEPHONE NETWORKS. You acknowledge and accept that Speakeasy relies on third parties for the forwarding of information underlying such routing, and accordingly



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Speakeasy and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect.

### **Limitation of Liability and Indemnification**

AS DESCRIBED HEREIN, THIS 911-TYPE DIALING CURRENTLY IS NOT THE SAME AS TRADITIONAL 911 OR E911 DIALING, AND AT THIS TIME, DOES NOT NECESSARILY INCLUDE ALL OF THE CAPABILITIES OF TRADITIONAL 911 DIALING. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS SPEAKEASY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER OF ITS UNDERLYING PROVIDERS, SERVICE PROVIDERS OR OTHER THIRD PARTY PROVIDERS WHO FURNISH SERVICES TO YOU OR SPEAKEASY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING BUT NOT LIMITED TO MISROUTES RESULTING FROM YOUR PROVISION TO SPEAKEASY OF INCORRECT ADDRESS INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE, GROSS RECKLESSNESS, OR INTENTIONAL GROSS MISCONDUCT ON THE PART OF SPEAKEASY.

### **Alternative 911 Arrangements**

YOU ACKNOWLEDGE THAT SPEAKEASY DOES NOT OFFER PRIMARY LINE OR LIFELINE SERVICES, AND THAT SPEAKEASY STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

### **Privacy and Security**

Voice over IP (VoIP) communication utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Speakeasy cannot guarantee that voice over IP communication is private or secure. Speakeasy is not liable for any lack of privacy or security that you may experience with regard to the Service.





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There are Federal Communications Commission rules governing the use and disclosure of certain information that Speakeasy obtains from you in its provision of VoIP services to you. This information is known as Customer Proprietary Network Information ("CPNI"). CPNI relates to the quantity, technical configuration, type, destination, location and amount of VoIP service that you subscribe to. Speakeasy may not, without notifying you of your rights and obtaining your consent, access or use this information to market services to you other than the types of services you already receive from Speakeasy. Nor may Speakeasy, without notifying you of your rights and obtaining your consent, disclose your CPNI to its agents, affiliates, joint venture partners or independent contractors for the purpose of marketing services to you. A more detailed explanation of your CPNI rights and how you may provide or withdraw your consent for Speakeasy to access, use or disclose your CPNI may be found by logging into your [MySpeakeasy](#) account and navigating to Manage Account > Account Permissions.

### Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by Speakeasy

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

### Home Security Systems and other Non-voice Communications Equipment

All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic phone calls and medical monitoring devices, are not compatible with Speakeasy Voice Service, and fax machines and modems may not be compatible with Speakeasy Voice Service. By accepting this Agreement, you waive any claim against Speakeasy for interference with or disruption of such systems due to the Services.



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### Local Number Portability

In the event you are not utilizing a new phone number for your Speakeasy Voice Service, but rather are transferring an existing phone number, which currently is subscribed to a carrier other than Speakeasy for local, long distance and international telephone services, to Speakeasy Voice Service, the terms and conditions of this paragraph shall apply:

1. you hereby authorize Speakeasy to process your order for Speakeasy Voice Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to Speakeasy Voice Service, and represent that you are authorized to take this action;
2. you agree and acknowledge that if you set up your TA prior to the date that the number switch becomes effective ("Port Effective Date"), you may only be able to make outgoing calls over the phone you have connected to the TA. In such event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Speakeasy Voice Service; and
3. you agree and acknowledge that if your TA is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring may be disconnected and you may have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that you install the TA prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to you via e-mail by Speakeasy following your completion of the ordering process.

### Number Transfer on Service Termination

Speakeasy or its providers may receive requests from other telephony providers (Requesting Party) acting as agents on your behalf to port a telephone number currently assigned to you to a third party provider ("Port-Out"). Speakeasy will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Speakeasy's or its vendors' standard operating procedures. Note that you will be responsible for all monthly, usage and disconnect fees associated with your Service until the Port-Out date of completion or last date of your service period, whichever comes last.



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### **Lawful, Non Fraudulent Use of Service and TA**

You agree to use the Service and TA only for lawful purposes. You will not use the Service or TA for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers; or (2) avoids your obligation to pay for communication services. If Speakeasy has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Speakeasy does not presently offer or support the Service to customers located in other countries. The TA is intended for use only in the United States. If you remove the Device to a country other than the United States and use the Service from there, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the Service and/or Device by yourself or any person making use of the Service or Device provided to you and agree to indemnify and hold harmless Speakeasy against any and all liability for any such use. Should removal of the Device from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless Speakeasy against any and all liability for such violation. If Speakeasy determines that you are using the Service from outside of the United States Speakeasy reserves the right to terminate your service immediately and without advance notice, leaving you responsible for all outstanding charges, all of which immediately become due and payable.

### **Residential Use of Service and Device- Prohibition on Resale**

If you have subscribed to Speakeasy Voice, the Service and Device are provided to you as a residential user, for your personal, residential use. This means that you are not using them for any unauthorized activities including but not limited to telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service or the Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from Speakeasy in advance. You agree that your use of the Service and/or Device, or the use of the Service and/or Device provided to you by any other person for any unauthorized purpose will obligate you to pay Speakeasy's higher rates for such services for all periods, including past periods, in which you use, or used, the Service for unauthorized purposes. Speakeasy reserves the right to immediately terminate or modify the



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Service, if Speakeasy determines, in its sole discretion, that the Service is being used for unauthorized use.

### **Theft of Service**

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

### **Ownership and Risk of Loss**

You shall be deemed the owner of the Device, and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by Speakeasy.

### **Prohibited Uses of Service**

You are expressly prohibited from reselling or transferring the Service or Speakeasy Equipment to any other person for any purpose, without express written permission from Speakeasy in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal residential or home office usage patterns. If Speakeasy determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for any of the aforementioned activities, Speakeasy reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which excessive usage occurred.

You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Speakeasy's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Speakeasy reserves the right to terminate your service immediately and without advance notice if



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Speakeasy, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at Speakeasy's discretion be immediately charged to your credit card. You are liable for any and all use of the Service and/or Device by yourself and by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless Speakeasy against any and all liability for any such use. If Speakeasy, in its sole discretion believes that you have violated the above restrictions, Speakeasy may forward the objectionable material, as well as your communications with Speakeasy and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

An existing Speakeasy customer ("Existing Customer") may not, via phone or online account access, establish a new user associated with his or her account where the person on whose behalf the new user was established ("New Person") would have a reasonable expectation of privacy with regard to the CPNI associated with the services the New Person receives from Speakeasy. Such a reasonable expectation is present if such New Person would consider himself or herself to be a Speakeasy customer, separate and apart from the Existing Customer.

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

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on Speakeasy's website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Speakeasy are and shall remain the exclusive property of Speakeasy and nothing in this Agreement shall grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that Speakeasy will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. If you decide to use the Service through an interface device not provided by Speakeasy, which Speakeasy reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights,



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including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Speakeasy against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

### Tampering with the Device or Service

The TA will be configured for your exclusive use of the service purchased on the broadband connection designated by Speakeasy. Unless expressly authorized to do so by Speakeasy you shall not tamper with the TA, modify its configuration or try to directly access it in any way. You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from Speakeasy. Speakeasy reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

### Cancellation of Service

By you:

1. If you cancel your Service before completing your first 12 months of service, you will be charged a \$45.00 Disconnection Fee.
2. Cancellation may take up to two business days to become effective.
3. Your credit card will be charged for any remaining usage charges after contacting Speakeasy to cancel your Service.

By Speakeasy:

1. Speakeasy reserves the right to discontinue furnishing services, cancel your account, and/or block your access to the Speakeasy network, without incurring any liability, immediately and without notice if Speakeasy deems that such action is necessary to prevent or to protect against fraud or to otherwise protect Speakeasy's personnel, agents, facilities, or services. Without limitation, Speakeasy may take such actions if:
  - a. You refuse to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to your creditworthiness, your past or

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For customers who purchased Speakeasy services before October 1, 2010.

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- current use of common carrier communications service, or your planned use of such service;
- b. You indicate that you will not comply with a request for security for the payment for services;
  - c. Your service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or possible fraud;
  - d. You have been given notice by Speakeasy of any past due amount (which remains unpaid, in whole or in part) for any of Speakeasy's or an affiliated carrier's service to which you either subscribe or had subscribed or used;
  - e. You either refuse to pay when billed for service or indicate to Speakeasy or an entity billing on Speakeasy's behalf that you do not intend to pay for service used by you;
  - f. You use, or attempt to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
  - g. You act, or fail to act, in a manner that hinders or frustrates any investigation by Speakeasy or others having legal authority to investigate your legal obligations;
  - h. You were previously provided with notice of breach of contract, took corrective action, but thereafter engage in the same breach activity; or
  - i. You act in a manner that is threatening, obscene, harassing, or abusive to Speakeasy personnel.

Should your telephone equipment stop performing according to the standard Speakeasy service requirements, Speakeasy reserves the right to temporarily restrict your access to the service and the network until Speakeasy resolves the issue.



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2. Speakeasy reserves the right to discontinue furnishing services, cancel your account, and/or block your access to Speakeasy's network, without incurring any liability, immediately upon written notice to you if:
  - a. Any invoice charges remain outstanding and owed by you after the 30th day from the date of the invoice notifying you of the charges; or
  - b. You fail to comply with a request by Speakeasy for security for the payment for services.
3. The discontinuance of service(s) by Speakeasy pursuant to these provisions does not relieve you of any obligation to pay Speakeasy for charges due and owing for service(s) furnished up to the time of discontinuance.

### Billing and Payment for Service

Speakeasy will render to you monthly on-line bills for Speakeasy Voice Service, with the following charges depending on your calling plan:

1. a monthly service fee for your Speakeasy Voice plan and
2. long distance call charges (in the event that they are not included in the monthly fee for your plan), charged on a per minute usage basis.
3. international call charges (which are not included in the monthly fee), charged on a per minute usage basis. You can view the rates for international calls placed over Speakeasy Voice Service at <https://www.speakeasy.net/home/voip/intl.php>
4. Regulatory recovery fees.

You may be charged activation and other fees, as further described at <https://www.speakeasy.net> or in the marketing materials pertinent to your offer. You may incur charges or be required to order a different type of service plan if you change your phone number after your Speakeasy Voice Service has been activated. Where you obtained your TA directly from Speakeasy, Speakeasy also reserves the right to charge for shipping charges associated with the TA.

If, in addition, you also receive traditional non-Voice over IP Speakeasy Broadband Services, you will continue to be separately responsible for those charges.

For full details on Speakeasy's Account Billing Practices, please reference <https://www.speakeasy.net/tos>. Speakeasy will bill all charges, applicable taxes and





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surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Speakeasy decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly Service fees, long distance usage charges, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Speakeasy reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. Any usage charges will be billed in increments that may be rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Speakeasy's website.

### Commencement of Billing

You are responsible for self-installing the TA once you receive it. Where you purchase the TA directly from Speakeasy, once your order is processed and the Service is provisioned, we will ship you the TA by 3 day mail, and will begin monthly billing for the Services promptly after the TA shipment date (we refer to this date as the "Service Activation Date"). You are encouraged to complete installation of the TA promptly because you will be responsible for full payment for the charges on your Speakeasy bill even if you have not yet installed the TA and used the Service at the time the bill is rendered.

### Price Changes and other Modifications

Notwithstanding any terms to the contrary regarding price changes in the Pricing Guarantee as found in Speakeasy's general Terms of Service, or anything else therein, Speakeasy may change the prices and charges for Speakeasy Voice Services and/or long distance and international calling from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Services and/or international calling are effective no sooner than fifteen days after we post them on our web site at <https://www.speakeasy.net>. Increases to charges that recover our costs associated with government programs are effective no sooner than 3 days after we post the increases on our web site. If we increase the monthly service fee (as distinct from long distance call charges, international call charges or regulatory recovery fees) and you would be charged a cancellation or other fee to cancel that Service, or we modify a material term of our Agreement with you and the modification would be materially adverse to you, we will notify you of the increase or modification (as provided herein) and you can cancel the Service without paying the cancellation or other fee (which is your only remedy) by following the cancellation instructions in the notice. If you do not cancel the Service by following the instructions in the notice, then you agree to the increase or modification, even if you paid for Service in advance. If the notice does not say how long you have to cancel, then it is within 14 days after the date of the notice. If we increase charges for Service to which no cancellation or other fee to cancel service



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applies, we will notify you of the increase, but you will still be responsible for any cancellation fee applicable to any Services you may have if you cancel Service.

### Charges and Billing

Charges accrue through a full billing period. To determine the charge for each international call, we may round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

### Payphone Charges

If you make use of any toll free feature that is or may be offered by Speakeasy in the future, you acknowledge and agree that Speakeasy is entitled to recover from you any charges imposed on Speakeasy by payphone owners or operators, either directly or indirectly through Speakeasy's suppliers in connection with toll free calls made to your number, or any charges imposed on Speakeasy by its suppliers to recover such costs. Speakeasy may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as Speakeasy deems appropriate for the recovery of these costs.

### Charges for Directory Calls

Speakeasy will charge \$1.25 for each call made to Speakeasy directory assistance.

### Failure to Pay

Upon advance notice, we may suspend, restrict, or cancel the Services and this Agreement, if you do not make payments for current or prior bills by the required due date. Service suspension or cancellation will result in your loss of the number associated with the Service.

### Late Payment Charge & Billing Disputes

Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. You must notify Speakeasy in writing within 7 days after receiving your credit card statement if you dispute any Speakeasy charges on that statement or such dispute will be deemed waived. Billing disputes should be directed to Speakeasy in one of the following manners:

Email: [support@speakeasy.net](mailto:support@speakeasy.net)

or

Online: [https://www.speakeasy.net/myspeak/create\\_ticket.mpl](https://www.speakeasy.net/myspeak/create_ticket.mpl) [login required]



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or

Telephone: 1-800-556-5829

You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional \$25.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

### **Taxes**

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you shall provide Speakeasy with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Speakeasy receives such certificate.

### **No Credit Allowances for Interruption of Speakeasy Voice Service**

You acknowledge and agree that the Services are provided "as is". Credit allowances for interruption of Speakeasy Voice Service, including international calling services, will not be provided.

### **INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD SPEAKEASY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE, RELATING TO OR ARISING OUT OF THE SERVICES, THE TELEPHONE ADAPTER, OR ITS INSTALLATION, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE LACK OF 911 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT SPEAKEASY SHOULD NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL



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COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

### **LIMITATIONS OF LIABILITY**

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE SERVICES, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE LIMITATIONS OF SPEAKEASY VOICE SERVICE DESCRIBED HEREIN.

SPEAKEASY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF SPEAKEASY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY SPEAKEASY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF SPEAKEASY'S WILLFUL OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. SPEAKEASY AND OUR EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Speakeasy shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

1. act or omission of an underlying carrier, service provider, vendor or other third party;
2. equipment, network or facility failure;
3. equipment, network or facility upgrade or modification;
4. force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
5. equipment, network or facility shortage;
6. equipment or facility relocation;



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7. service, equipment, network or facility failure caused by the loss of power to you;
8. outage of your ISP or broadband service provider (including where Speakeasy is your ISP or Broadband service provider);
9. act or omission of you or any person using the Service or Device provided to you; or
10. any other cause that is beyond Speakeasy's control, including without limitation a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

Further, Speakeasy shall not be liable to you or others for any damages arising from the content of any data transmission, communication or message transmitted to or received by you (whether read or unread, solicited or unsolicited), or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

Speakeasy's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Speakeasy's performance or nonperformance hereunder or (iii) any Speakeasy act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.

### Disclaimer of Damages

EXCEPT AS PROVIDED ABOVE, IN NO EVENT SHALL SPEAKEASY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE DISCLAIMER AND LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT SPEAKEASY WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

Some states do not allow the exclusion or limitation of certain damages, or other modifications of or limitations to certain remedies, so the above exclusion or limitation may not apply to you, in whole or in part.



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### No Warranties on Service

SPEAKEASY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, SPEAKEASY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY SPEAKEASY OR SPEAKEASY'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, SPEAKEASY EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

### No Warranties, or Limited Warranties, for Devices

If you received the Device new from Speakeasy and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. If your Device did not include a limited warranty from Speakeasy at the time of receipt, you agree that it accepts the Device "as is" and that you are not entitled to replacement or refund in the event of any defect. Any limited warranty shall not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, shall not apply to any defect caused by damage in transit, retailer handling or customer handling. Your sole remedy for any breach of any limited warranty is to obtain a repaired or replacement Device, by following the Speakeasy return procedures. You must include with the returned Device a letter stating that you are returning the Device for warranty repair or replacement and stating the nature of the defect. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE DEVICE SPEAKEASY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE, DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET YOUR REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY



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DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE.

### Dispute Resolution and Mandatory Arbitration

You agree that you will first negotiate with us in good faith to settle any claim or dispute between you and us in any way related to or concerning the agreement, or our provision to you of the Service or a Device ("claim"). You must send a written description of your claim to our contact (by email at [exec@speakeasy.net](mailto:exec@speakeasy.net) or by post at Speakeasy, Inc. ATTN: Executive Escalations, 1201 Western Ave., Seattle, WA 98101) to start this process.

Instead of suing in court, you agree that any claim that has not be resolved after our good faith negotiation must be submitted to final, binding arbitration with the American Arbitration Association ("AAA") under its published SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, which are a part of this Agreement by this reference and are available by calling the AAA at 800-778-7879 or visiting its web site at [www.adr.org](http://www.adr.org). You must serve our contact (by post at Speakeasy, Inc. ATTN: Contracts Management, 1201 Western Ave., Seattle, WA 98101) with a notice of an arbitration in order to begin an arbitration. This agreement to arbitrate extends to claims that you assert against other parties, if you also assert claims against us in the same proceeding. The Agreement involves interstate commerce and the Federal Arbitration Act and federal arbitration law govern arbitrations under this Agreement. An arbitrator may only award as much relief as a court having jurisdiction in the place of arbitration, limited to the same extent that a court would limit such relief and consistent with the provisions of this Agreement. An arbitrator may order injunctive or declaratory relief (so long as that injunctive or declaratory relief does not apply beyond your dealings with us) or summary judgment under applicable law. AAA has a fee schedule for arbitrations. You will pay your share of the arbitrator's fees except: (a) for claims less than \$25, we will pay all arbitrator's fees and (b) for claims between \$25 and \$1000, you will pay \$25 for the arbitrator's fee. You and we agree to pay our own other fees, costs and expenses including those for counsel, experts, and witnesses. Visit [www.adr.org](http://www.adr.org) arbitrator fee information in hardship circumstances.

Neither you nor we may be a representative of other potential claimants or a class of potential claimants in any dispute, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. While the prohibition on consolidated or class-wide proceedings in this Agreement will continue to apply: (a) you may take claims to small claims court, if they qualify for hearing by such court and (b) if you fail to timely pay amounts due, we may assign your account for collection and the collection agency may pursue such claims in court limited strictly to the collection of



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the past due debt and any interest or cost of collection permitted by law or the Agreement, as explained in the "Late Payment Charge & Billing Disputes" section above.

YOU AND SPEAKEASY ACKNOWLEDGE AND AGREE THAT THIS SECTION WAIVES ANY RIGHT TO A JURY TRIAL OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF A COURT OR ARBITRATOR DETERMINES THAT YOUR WAIVER OF YOUR ABILITY TO PURSUE CLASS OR REPRESENTATIVE CLAIMS IS UNENFORCEABLE, THIS ARBITRATION AGREEMENT WILL NOT APPLY AND OUR DISPUTE WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT. SHOULD ANY OTHER PROVISION OF THIS ARBITRATION AGREEMENT BE DEEMED UNENFORCEABLE, THAT PROVISION SHALL BE REMOVED, AND THE AGREEMENT SHALL OTHERWISE REMAIN BINDING.

### **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, right of reimbursement, or cause of action or creates any other third party beneficiary rights.

### **Acts Beyond Our Control**

Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

### **Assignment**

Speakeasy can assign all or part of our rights or duties under this Agreement without notifying you, and without such assignment being considered a change to the Agreement. In such cases, Speakeasy will have no further obligations to you. You may not assign this Agreement or the Services under any circumstances without our prior written consent. Subject to these restrictions, this Agreement will bind the heirs, successors, subcontractors, and assigns of the respective parties, who will receive its benefits.

### **Notices**

Notices from you to Speakeasy must be provided as specified in this Agreement. Notice from you to Speakeasy made by calling Speakeasy at 1-800-556-5829 is effective as of the date that our records show that we received your call. Speakeasy's notice to you under this Agreement will be provided by





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one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you.

### Severability

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

### Entire Agreement

This Agreement, along with Speakeasy's general Terms of Service and the rates found on Speakeasy's website, see <https://www.speakeasy.net/tos>, constitutes the entire agreement concerning Speakeasy Voice Services between us and supersedes all prior agreements, understandings, statements or proposals concerning the Speakeasy Voice Service, including representations, whether written or oral. In the event of any conflict between this Agreement and Speakeasy's general Terms of Service (including rates), the terms of this Agreement shall take precedence and control.

This Agreement can only be amended as provided herein. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor SPEAKEASY is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

You represent that you may legally enter into this Agreement, have reviewed this Agreement and have read and clearly understand its terms. If you are acting on behalf of a corporation or other entity, you represent that you have full authority to bind that entity and if not you agree to accept personal liability for the account. You are responsible for all charges incurred by any person you authorize to access your account, or allow to use the Service.