

Platinum Communication Solutions VoIP Service

Terms & Conditions

SIGNING UP FOR PLATINUM COMMUNICATION SOLUTIONS' VOIP SERVICE CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS AGREEMENT. ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR SERVICE, (2) YOUR SUBMISSION OF AN ORDER, (3) YOUR USE OF THE SERVICE DESCRIBED HEREIN. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT.

1. **INTRODUCTION.** These Platinum Communication Solutions VOIP Service Terms and Conditions, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the "Agreement"), constitutes the entire agreement between Platinum Communication Solutions, LLC., a Texas corporation (hereinafter referred to as "we," "us" or "Platinum Communication Solutions") and the party set forth in the related registration order form (hereinafter referred to as "you," "user" or "Customer") regarding Platinum Communication Solutions' Service (as defined herein), and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, the term "Platinum Communication Solutions" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes services or devices to you in connection with this agreement.
2. **DEFINITIONS.**
 1. **"Device"** means a Platinum Communication Solutions-provided telephone, telephone adapter ("Adapter"), router, or other device used with the Services.
 2. **"Documentation"** means user manuals and other documentation relating to the Services, which are available to Customer by Platinum Communication Solutions accessible via the Internet or in the form of printed media.
 3. **"Services"** means the products and services that are being provided to you as described in any quote or order form, including, but not limited to, Platinum Communication Solutions' Unified Communication services, collaboration services, and any associated software, hardware or web-based platform. "Service" shall also include any additional Services provided to you as described in any addendum or amendment.
 4. **"Software"** means any proprietary software owned by, licensed by, or which Platinum Communication Solutions has a right to sublicense under this Agreement, which

software is either provided to Customer under this Agreement or is used in or used to provide the Services.

3. **REVISIONS TO TERMS AND PRICING.** From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing (except during the initial term of a Minimum Commitment Contract such as a Platinum Communication Solutions Service Agreement) for the Service. Notice of revisions to the Agreement or pricing shall be posted on the Platinum Communication Solutions Website (“the Website”) and deemed given and effective on the date posted to the Website. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the Termination provisions provided in this Agreement. By continuing to use the Service after revision(s) are in effect, you hereby accept and agree to all such revisions.
4. **CUSTOMER REPRESENTATIONS.** You represent and warrant that your primary residence or business address is in the United States. You represent and warrant that you are at least eighteen (18) years of age or, as applicable, the age of majority in the country, state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You represent and warrant that your name, user name, contact information and registered location are true and correct and if for business use, you are authorized to act on behalf of your company. You understand that Platinum Communication Solutions relies on the information you supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Service and the inability of a 911- dialed call to be correctly routed to emergency service personnel, as further explained below. You agree to promptly notify Platinum Communication Solutions whenever your personal or billing information changes (including, but not limited to, your name, address, e-mail address, telephone number, and payment method, including credit card number and expiration date, if applicable). You agree to be financially responsible for your use of the Service as well as for use of your account by others.
5. **USE OF SERVICE AND DEVICE.**
 1. **Business Plans.** Service is provided to you as a business user, for your business and home office use. This means that you are not using it for any personal, residential, nonbusiness and nonprofessional purpose. This also means that you are not to resell or transfer the Service to any other person for any purpose or make any charge for the use of the Service, without express written permission from Platinum Communication Solutions in advance. Platinum Communication Solutions reserves the right to immediately terminate, change the calling plan or modify the Service if Platinum Communication Solutions determines, in its sole discretion, that you are using the Service for non-business or non-commercial use.
 2. **Restrictions.** You shall not: (a) copy or adapt the Software or the Services for any purpose, except as specifically permitted under this Agreement; (b) use the Software or

Services except in accordance with all applicable laws and regulations, and except as set forth in the Documentation; (c) reverse engineer, translate, decompile, or disassemble the Software or Services; (d) use the Software or Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; or (e) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Software or Services.

3. **User Responsibility.** You agree that you are responsible for all use(s) related to your account. You understand this means that you accept full liability and responsibility for your actions or the actions of anyone who uses the Service via your account with or without your permission. You acknowledge that Platinum Communication Solutions will be sending you information, including your Password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Service, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by Platinum Communication Solutions to authenticate customer calls and should not be shared.
4. **Use of Service and Device by Customers Outside the United States.** While Platinum Communication Solutions encourages use of the Service within the United States to other countries, Platinum Communication Solutions does not presently offer or support the Service to customers located in any countries other than the United States. Platinum Communication Solutions' Services are only for use by persons or entities whose primary residence or business address is in the United States. Platinum Communication Solutions' Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VoIP services, Platinum Communication Solutions does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove the Device to a country other than the United States or use the Service from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. You also agree to indemnify us for any claims, damages or expenses resulting from your use of the Services outside of the United States. Platinum Communication Solutions reserves the right to disconnect Services immediately if Platinum Communication Solutions determines, in its sole and absolute discretion, that you have used the Service or the Device in violation of applicable laws, including without limitation laws of jurisdictions

outside the United States. You are solely liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you.

5. **Account Ownership.** The owner of the account under which the Services are ordered shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with Platinum Communication Solutions. If no legal entity is provided upon sign-up, the account owner shall be the owner of the credit card used to open such account, if applicable. Subsequent changes to ownership must be supported by appropriate legal documentation. Platinum Communication Solutions shall not adjudicate ownership-related disputes, or any other internal business dispute. If Platinum Communication Solutions is unable to determine the valid owner of the account, Platinum Communication Solutions reserves the right to suspend or terminate the account and Services.
 6. **Unlimited Toll-Free Calling.** Unlimited Toll-Free Calling is limited to receiving calls originating in the United States only.
 7. **Multi-Location Accounts.** Platinum Communication Solutions may allow you to set up Services to multiple locations and/or sub-accounts under your account. You understand that users on an account containing multiple locations or sub-accounts may be able to access data from or regarding other locations or sub-accounts under that account. This data may include, but is not limited to, customer proprietary network information (CPNI), personally identifiable information (PII) and/or protected health information (PHI). Further, users of an account containing multiple locations or sub-accounts may be able to add or remove Services at other locations or sub-accounts. By accepting a quote(s) or other agreement providing for multiple locations or sub-accounts, you acknowledge the aforementioned service feature, and you agree to indemnify us for, and hold us harmless from, any claims, damages or expenses resulting from access by your users from one location or sub-account to other locations or sub-accounts on your account.
6. **LOCAL NUMBER PORTABILITY.** In the event you are transferring an existing phone number that currently is subscribed to another carrier, the following terms and conditions apply:
1. **Authorization.** You hereby authorize Platinum Communication Solutions to process your order for the Service and to notify your local service provider of your decision to switch your local services to Platinum Communication Solutions and to transfer your telephone number, and represent that you are authorized to take these actions. You will be required to complete a letter of authorization, provide us with a copy of your most recent bill from your service provider, as well as provide us with any other information required by your service provider to port your number. Failure to provide any information requested by Platinum Communication Solutions or the third-party services provider will delay the porting of the number to Platinum Communication Solutions. You

acknowledge that the porting of your numbers is dependent upon the cooperation of you and third parties not under the control of Platinum Communication Solutions. Platinum Communication Solutions shall not be responsible for any delay in the port of your number and will not provide credit for any such delays.

2. **Activation.** You agree and acknowledge that you must install and activate your Device prior to the date that the number switch becomes effective. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.
 3. **Limitation.** Platinum Communication Solutions has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.
 4. **Unauthorized Port Outs.** You acknowledge and agree that telephone or facsimile numbers may be ported out from your Services or your account due to acts or omissions of third parties, and it may be difficult or impossible for Platinum Communication Solutions to: (i) prevent such port-outs; (ii) retrieve numbers ported-out of your account; or (iii) port such numbers back into your account. Platinum Communication Solutions has no responsibility or liability due to such port-outs.
7. **SERVICE DISTINCTIONS.** You acknowledge and understand that the Service is not a telephone service, and we provide it on a best-efforts basis. Important distinctions exist between telephone service and the enhanced Service offering provided by Platinum Communication Solutions. The Service is subject to different regulatory treatment than telephone. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond our control may affect our service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our service.
1. **EMERGENCY SERVICES - 911 DIALING.** You acknowledge and understand that PLATINUM COMMUNICATION SOLUTIONS 911 dialing is different than traditional 911 service.
 - 1.1 **Non-Availability of Traditional 911 or E911 Dialing Service.** The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as “911 Dialing” which is a limited emergency calling service available only on PlatinumCS, LLC-certified Devices or Equipment. The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or Subscriber provided Customer Premise Equipment. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on

our website, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each Platinum CS, LLC phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under “Features,” and below. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the nonavailability of traditional 911 or E911, and (ii) the important differences in and limitations of the Platinum CS, LLC 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the “911 Sticker”). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact Platinum Communication Solutions at (903)405-3445.

- 1.2 Registration of Physical Location Required. For each phone number that you use for the Service, you must register with Platinum CS, LLC the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the “911” registration link on your Platinum CS, LLC web account dashboard features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.
- 1.3 Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.
- 1.4 How Emergency Personnel are Contacted. We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service

answering points, for the purpose of dispatching emergency services personnel to your registered location.

- 1.5 Service Outages. (a) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing. (b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning. (c) Service Outage Due to Suspension or Termination of Your Platinum CS, LLC Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning. (d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that Platinum CS, LLC is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, that may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement. (e) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.
- 1.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.
- 1.7 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.
- 1.8 Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number

identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

- 1.9 No Automated Location Identification. In most service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.
- 1.10 Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Platinum CS, LLC nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Platinum CS, LLC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.
- 1.11 Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.
- 1.12 **You must provide us with a valid address that is compatible with our e911 system.** If you are unable to provide a valid address, or we are able to confirm that the address provided is a valid address in our e911 system, then we won't be able to provide you with service and we reserve the right to terminate your account.

2. **No 0+ or Operator Assisted Calling; May Not Support X11 Calling.** You acknowledge and understand that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial-around calls. Our Service may not support 311, 511, and other x11 services in one or more service areas.
3. **No Directory Listing.** The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.
4. **Incompatibility with Other Services.**
 1. **Non-Voice Equipment Limitations.** You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Platinum Communication Solutions for interference with or disruption of such systems due to the Service.
 2. **Certain Broadband, Cable Modem, and Other Services.** There may also be other services with which our Service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.
5. **Use Outside of the United States.** As previously noted, there are limitations with the Service's access to 911. Platinum Communication Solutions' Service does not provide access to emergency services in any country outside of the United States. Platinum Communication Solutions disclaims any obligation to provide you with access to emergency services in any jurisdiction other than the United States.
6. **Substitution and Discontinuation of Services.** Platinum Communication Solutions may, in its sole discretion, discontinue or substitute any service, feature or functionality without your prior approval. If Platinum Communication Solutions discontinues a service, feature or functionality, or fails to substitute a service, feature or functionality with an equivalent service, feature or functionality, then upon your written request, Platinum Communication Solutions will reduce the fees assessed to your account by the amount that you specifically pay for any such discontinued or substituted service, feature or functionality.

8. LENGTH OF SERVICE.

1. **Service Term.** We provide the Service for the term that you have signed up for. Your term begins on the date you first ordered service (the "Subscription Date"). It is not the day you receive the Device you ordered or the first time you use the Service. You are purchasing the Service for the full-service term as set forth in the Order.
2. **Automatic Renewal.** The Service will automatically renew for subsequent terms of the same length as the initial term, excluding any promotional months or initial or renewal term extensions, unless you cancel your Service by providing Platinum Communication Solutions with notice as provided in Section 8.4 of this Agreement at least thirty (30) days before the end of the then-current service term. Each renewal term begins on the day after the last day of the previous term. Any and all fees assessed to your account during the initial term and any renewal terms will be charged to your payment method on file, which may include any payment method automatically updated by your issuing bank. If you are paying by credit card and your credit card is declined, invalid, or payment is not timely made by the issuer of your credit card, without further notice Platinum Communication Solutions reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.
3. **Our right to disconnect.** You understand and agree that Platinum Communication Solutions has the right to suspend, terminate or disconnect any part of Your Service generally at any time if:
 1. We determine or reasonably believe that You are violating, or violated, any applicable law;
 2. We determine or reasonably believe that You materially breached this Agreement and/or the AUP;
 3. We determine or reasonably believe that You used fraudulent means to pay for the Services, including use of a fraudulent credit card;
 4. We determine or reasonably believe that You abused or harassed (verbally or otherwise) any Platinum Communication Solutions employee, contractor, agent or representative;
 5. We are ordered by law enforcement or other government agencies to suspend, terminate or disconnect your Services;
 6. You bring any legal action or proceeding against Platinum Communication Solutions, or participate in any class action lawsuit against Platinum Communication Solutions;

7. A petition in bankruptcy is filed by or against You and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over You or Your material assets;
 8. We determine that such action is necessary to protect, maintain, or improve the Services, to prevent fraud or misrepresentation, to protect Platinum Communication Solutions, its customers or other third-party Platinum Communication Solutions affiliates, or for any other good cause.
 9. It is otherwise contemplated by this Agreement.
 10. You fail to make payment.
4. All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.
 5. **Termination of Service.** In order to terminate the Service, contact Platinum Communication Solutions via email at support@platinumcs.net or by calling 903-405-3445 prior to expiration of the current service term. Please refer to the Platinum Communication Solutions Cancellation Policy posted on our Web site at www.platinumcs.net under Helpful Info Tab.

9. **DEVICES.**

1. **Ownership and Risk of Loss.** You will own the Device and bear all the risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices. Minimum Commitment Contracts for Services and Devices may include early termination fees. Returns of non-defective Devices outside of the initial 30-day money back guarantee period will not be accepted. Refer to the Cancellation policy for more information.
2. **Rented Devices.** For the purposes of this section "Rented Devices" means any Device leased to Customer by Platinum Communication Solutions or Platinum Communication Solutions agents or any other third-party with or without a separate charge or fee in connection with the Services.
3. Section 9.1 above will not apply to Rented Devices. Unless otherwise agreed upon, Customer agrees that within thirty (30) days after the expiration of the Term of any Device Rental Agreement or termination of this Agreement, Customer will promptly return all Rented Devices to Platinum Communication Solutions. Customer will be responsible for (i) any damage to the Rented Devices as assessed by Platinum Communication Solutions upon receipt, (ii) the replacement cost of such Rented Devices if it is lost, misplaced, not delivered or stolen during transit, and (iii) shipping/handling costs.

Customer agrees to pay the full retail cost for the repair or replacement of any Rented Device or part that is lost, stolen, damaged, modified, sold, transferred, leased, encumbered or assigned together with any costs incurred by Platinum Communication Solutions in obtaining or attempting to obtain possession of any Rented Devices.

4. **Promotional Devices.** Devices included in a service offering at no charge may be previously used equipment. Unless otherwise provided in a Minimum Commitment Contract, Devices not returned upon cancellation of the Service will be charged to the customer. See Cancellation policy for details.
5. **Replacement of a Defective Device.** Devices purchased from Platinum Communication Solutions will be covered by their respective factory warranties, if any, only. Platinum Communication Solutions does not offer any warranty in addition to, or in replacement of any factory warranties. If a factory warranty applies, then prior to returning the equipment, you must contact Platinum Communication Solutions at support@platinumcs.net so that Platinum Communication Solutions may determine whether a defect exists and to receive an RMA number, which is required along with the return. You must ship the equipment to the manufacturer at the address provided by Platinum Communication Solutions in accordance with all RMA procedures. You have 7 days after receipt of an RMA to ship the equipment back to the manufacturer at the address we provide. You must pay all shipping fees. Once the manufacturer has received the equipment, a replacement will be sent to you in accordance with the factory warranty, if any. If an advance replacement is provided and the factory has not received the defective Device within 14 days or it was not in a returnable condition, (original carton, all packing materials and parts in the same condition in which you received them), then Platinum Communication Solutions will charge you for the second device or for the missing parts.
6. **Receipt of damaged Devices.** If you receive cartons or Devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. You must also keep the original carton, all packing materials, and parts in the same condition in which you received them from the carrier. You must then contact Platinum Communication Solutions at support@platinumcs.net for return instruction.
7. **Tampering with the Device.** You may not change the electronic serial number or equipment identifier of your Device or perform a factory reset of your Device without first getting our written consent.
8. **Prohibited Devices.** You are prohibited from using the Services with any devices other than Platinum Communication Solutions-approved devices received from retailers or from us.

9. **All Headset Sales Are Final.** Headsets, earpieces, in-ear monitors, microphones and similar devices are not eligible for return or refund unless otherwise required by law. All purchases of these types of products are final and non-refundable.

10. FEES AND CHARGES.

1. **We will publish fees and charges on our Web site.** These fees and charges may change from time to time (except pricing will not change during the initial term of a Minimum Commitment Contract). New pricing will be effective the next day following posting to the Web site and may be applied to renewals of existing services. We may introduce new products and services at special introductory pricing. Introductory pricing will not be applied retroactively to existing services and may be applied for only limited periods of time. At our discretion, we may change introductory pricing. Certain service charges, such as Regulatory Recovery Fees, Universal Service Fund fees, and E911 fees, are subject to change from time to time and are applicable to ALL Customers regardless of a Minimum Commitment Contract.
2. **Billing increments.** All billing policies are defined by the specific package the customer chooses. Please refer to the Web site for exact billing policies.
3. **Taxes.** Taxes Customer is responsible for, and shall pay are any applicable federal, state, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Device and will be billed to you. If Customer is exempt from payment of such taxes, you will provide Platinum Communication Solutions with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Platinum Communication Solutions receives such certificate.
4. **Charges for Directory Calls (411).** We will charge you \$1.25 for each call you make to Platinum Communication Solutions directory assistance.
5. **Charges for Calls from Public Payphones.** We reserve the right to charge you for any tolls or fees resulting from calls you receive from public payphones.
6. **Activation Fee.** One-time activation fees and any other installation fees that may apply are specified on the Web site and vary by product and plan chosen.
7. **Regulatory Recovery Fee.** A Regulatory Recovery Fee shall be charged monthly to offset costs incurred by Platinum Communication Solutions in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or

assessed by any government. The Regulatory Recovery Fee may apply to every phone number assigned, including toll free and virtual numbers.

8. **Reinstatement Fee.** Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee up to \$25.
9. **Returned Check Fee.** Platinum Communication Solutions may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a check, draft, or other payment.

11. BILLING AND PAYMENT.

1. **Billing.** We will charge you in advance for each term of service. If you have selected a free trial offering, we will commence charging you for the Service at the expiration of the free trial period, unless we are notified of the contrary. When you subscribe to the Service, you must give us a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. Fees may also include activation fees, porting fees, early termination fees ("ETF"), reinstatement fees, and returned check fees. We reserve the right to charge all fees to your payment method. We will bill monthly as due immediately usage-based charges and any other charges which we decide to bill as due immediately. Bills will be posted to the customer portal and emailed to the email address on record. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest rate allowed by law. Platinum Communication Solutions' acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way Platinum Communication Solutions' rights to collect any amount due. Platinum Communication Solutions may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.
2. **Payment.** When you subscribe to the Service, you authorize us to collect from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method.
3. **Collection.** If we disconnect the Service, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit.

4. **Notices.** You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing from time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.
5. **Billing Disputes.** You must notify Platinum Communication Solutions in writing within seven (7) days after receiving your credit card statement or from the time funds are debited from your bank account if you dispute any Platinum Communication Solutions charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: support@platinumcs.net . Platinum Communication Solutions will charge a late fee as described in Section 11.1 for a disputed amount if (1) it was not paid by the due date and (2) Platinum Communication Solutions determines that you disputed the charge in bad faith.
6. **Prepaid Services.** All prepaid fees being provided to you as described in any quote or order form and other payments by you under this Agreement are non-refundable and non-creditable.

12. PRICING AND PAYMENT.

1. **Prices and Fees.** Platinum Communication Solutions fees and charges for the Service are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable one-time and recurring charges. You further agree that any taxes and other charges, including but not limited to, account setup fees, Adapter fees, Device charges, shipping and handling and other nonrecurring charges will be charged to your payment method on file. Recurring charges will be billed and automatically charged to your payment method on file on the first day of every billing cycle. Your billing cycle will begin on the anniversary date of your subscription date as defined in section 8.1.
2. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD (IF APPLICABLE) FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** If you are paying with a credit card, you agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. If your issuing bank automatically provides us with an updated credit card, you agree that we may charge this new credit card for all amounts due to us without additional notice or consent. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable). If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time

that a charge is attempted, you will not be able to use the Service until your account is paid in full.

3. **Credit Balance Account.** Your credit balance account has been established to cover incidental charges on your account that are not covered by your subscription fee. For example, international calls, toll free charges, Directory Assistance calls and taxes related to these calls are automatically charged to your credit balance account. A certain credit limit will be set on your account based upon your service plan and credit history. When the balance of your credit account reaches the credit limit, your account will be unable to make additional calls until the balance is paid down. You can make payments to reduce your credit balance account at any time by contacting Platinum Communication Solutions at 903-405-3445 or by email to support@platinumcs.net . Any credit balance used as of your subscription renewal or monthly anniversary date will be charged to the payment method on file.
4. **Credit Terms.** All Services provided to You and covered by the Agreement shall at all times be subject to credit approval or review by Platinum Communication Solutions. You will provide such credit information or assurance as is requested by Platinum Communication Solutions at any time. Platinum Communication Solutions, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.
5. **Discontinuation of Service for Nonpayment.** The Service to you may be denied or discontinued without notice at any time in the event you fail to make payment, your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide Platinum Communication Solutions your payment method, including credit card information if applicable. If the payment method is not resolved within 48 hours, Platinum Communication Solutions will deactivate the Service. If your new payment method is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per minute calling plan at any time. You agree to pay all charges owed to Platinum Communication Solutions, including but not limited to the reinstatement fee for reactivated services. In the event Platinum Communication Solutions utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.
6. **Promotions.** Platinum Communication Solutions may limit the number of promotions you may be eligible for in a given period. Promotions may be cancelled by Platinum Communication Solutions at any time.

7. **Cancellation Policy.** Platinum Communication Solutions cancellation policies are outlined in the Cancellation Policy posted at our Web site and are incorporated into this policy with this reference. All cancellation requests must be submitted in the form of an email ticket to support@platinumcs.net or by calling Platinum Communication Solutions at 903-405-3445 and must be made prior to the expiration of the Service term. See the cancellation policy for details. Changes to the Cancellation Policy may be made at any time without notice to you and is effective the day following posting to our Web site.
13. **Acceptable Use Policy.** You agree to comply with the Platinum Communication Solutions Acceptable Use Policy (“AUP”), which is posted on our Web site at www.platinumcs.net under the Helpful Info Tab and is incorporated into this policy with this reference. Changes to the AUP may be made at any time without notice to you and is effective the day following posting to our Web site.
14. **MANAGEMENT OF YOUR DATA AND COMPUTER.**

 1. **System Management and Service Performance.** You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer. Platinum Communication Solutions will only provide technical assistance with respect to your Platinum Communication Solutions-provided Adapter.
 2. **Monitoring of Network Performance.** Platinum Communication Solutions automatically measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. You hereby consent to Platinum Communication Solutions’ monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Service.
 3. **Storage of User Information.** Platinum Communication Solutions is not obligated to store Your communications logs, voicemails, faxes, e-mails, or other messages and does so only as a convenience to You. You agree that Platinum Communication Solutions has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained or transmitted by the Services. You acknowledge and agree that Platinum Communication Solutions may establish limits as to the size of communications that Platinum Communication Solutions transmits or stores and the duration for which Platinum Communication Solutions stores any communications.
15. **LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY, INDEMNIFICATION.**

1. WARRANTIES.

1. PLATINUM COMMUNICATION SOLUTIONS MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. PLATINUM COMMUNICATION SOLUTIONS DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. PLATINUM COMMUNICATION SOLUTIONS DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICE AND DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST PLATINUM COMMUNICATION SOLUTIONS TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.
2. WE WILL NOT GIVE YOU CREDIT FOR ANY INTERRUPTION OF PLATINUM COMMUNICATION SOLUTIONS SERVICE, INCLUDING INTERNATIONAL CALLING SERVICES.

2. LIMITATION OF LIABILITY.

1. IN NO EVENT SHALL PLATINUM COMMUNICATION SOLUTIONS BE LIABLE TO YOU, YOUR REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. NOR SHALL PLATINUM COMMUNICATION SOLUTIONS BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR

OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO PLATINUM COMMUNICATION SOLUTIONS OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND PLATINUM COMMUNICATION SOLUTIONS'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. PLATINUM COMMUNICATION SOLUTIONS SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO PLATINUM COMMUNICATION SOLUTIONS'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF PLATINUM COMMUNICATION SOLUTIONS'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. PLATINUM COMMUNICATION SOLUTIONS'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL 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 PLATINUM COMMUNICATION SOLUTIONS WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE PLATINUM COMMUNICATION SOLUTIONS FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST PLATINUM COMMUNICATION SOLUTIONS TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

16. INDEMNIFICATION AND WAIVER OF CLAIMS.

1. INDEMNIFICATION.

1. 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, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PLATINUM COMMUNICATION SOLUTIONS AGAINST ANY AND ALL LIABILITY FOR ANY SUCH

USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PLATINUM COMMUNICATION SOLUTIONS FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

17. **CONTENT.** You are liable for all liability that may arise from the content you transmit to any person, whether or not you authorize it, using the Service or Device. You promise that you and anyone who uses the Service and all your and their content comply at all times with all laws, regulations, and written and electronic instructions for using the Service and the Device.

18. **MISCELLANEOUS LEGAL CONSIDERATIONS.**

1. **Governing Law.** This Agreement and the relationship between you and Platinum Communication Solutions shall be governed by the laws of Arizona without regard to its conflict of law provisions. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of Arizona and venue for any such claim shall be proper in the appropriate state or federal court located in Maricopa County, Arizona.
2. **No Waiver of Rights.** Our failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of the right or provision. Platinum Communication Solutions reserves all of its rights at law and equity to proceed against anyone who uses the Services or Device illegally or improperly. All determinations by Platinum Communication Solutions under this Agreement and exercise of its rights are made and done in our sole and absolute discretion.
3. **No Third-Party Beneficiaries.** If you are not a party to this Agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This Agreement does not create any other third-party beneficiary rights.
4. **Entire Agreement.** This Agreement, the Order, the applicable service description, the AUP, or any reference herein to the content of Platinum Communication Solutions' websites constitute the entire agreement between you and Platinum Communication

Solutions and govern your use of the Service, superseding any prior agreements between you and Platinum Communication Solutions and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No changes to this Agreement shall be binding upon either you or Platinum Communication Solutions unless they are agreed to in writing by both parties.

5. **Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. This invalidity or unenforceability will not invalidate or render unenforceable any other portion of this agreement.

19. **DISPUTE RESOLUTION AND BINDING ARBITRATION.**

1. It is important that you read this entire section carefully. This section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.
2. **Arbitration.** Platinum Communication Solutions and you agree to arbitrate any and all disputes and claims between you and Platinum Communication Solutions except with respect to claims for amounts owed for services rendered. Arbitration means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a court. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: disputes and claims arising out of or relating to any aspect of the relationship between you and Platinum Communication Solutions, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the termination of this agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision. References to "Platinum Communication Solutions," "us" and "you" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this agreement or any prior agreements between you and Platinum Communication Solutions.
3. **Informal Resolution of Disputes.** Platinum Communication Solutions can resolve most customer concerns quickly and to the customer's satisfaction. If you have a dispute or claim against us, you should first contact Platinum Communication 903-405-3445 and provide in detail, including documents or analysis supporting your position, the basis of your claim. Platinum Communication Solutions shall be provided with 14 days in which

to research and respond to your claim. In the event your dispute or claim is not resolved to your satisfaction, you may seek to have that dispute or claim resolved as set forth below.

4. **Formal Notice of Disputes** A party who intends to seek arbitration must first send to the other party a written "Notice of Dispute" setting forth in detail, including submission of supporting documentation, the grounds of your dispute. The Notice of Dispute to Platinum Communication Solutions must be sent to Platinum Communication Solutions, attention "Platinum Communication Solutions," by certified mail addressed to 215 Winchester Dr. Ste. 106 Tyler, TX 75701.
 1. The Notice of Dispute must describe the nature and basis of the dispute or claim and set forth the specific relief sought. If you and Platinum Communication Solutions do not reach an agreement to resolve the dispute or claim within thirty (30) days after the Notice of Dispute is received, you or Platinum Communication Solutions may commence an arbitration proceeding. The amount of any settlement offer made by you or Platinum Communication Solutions shall be non-discoverable and shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Platinum Communication Solutions is entitled.
5. **Waiver of Judge or Jury Trial.** You and Platinum Communication Solutions agree that, by entering into this agreement, you and Platinum Communication Solutions are waiving the right to a trial by judge or jury.
6. **Waiver of Class Actions.** You and Platinum Communication Solutions agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Platinum Communication Solutions agree that you and Platinum Communication Solutions may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and Platinum Communication Solutions agree that, unless you and Platinum Communication Solutions agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific waiver of class actions provision, or any portion thereof, is found to be unenforceable, then the entirety of this dispute resolution and binding arbitration provision shall be null and void.
7. **Statute of Limitations.** You must present a claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to section 10 and 11 of the agreement), or you waive the right to pursue a claim based upon such event, facts, or dispute.

8. **Exceptions to Arbitration Agreement.** Notwithstanding the obligation to arbitrate and any other provisions to the contrary herein, you and we agree that with respect to claims for unpaid invoices: (a) we may take our dispute to small claims court, if the contained dispute qualifies for hearing by such court; (b) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; (c) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (d) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and (e) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of you or Platinum Communication Solutions, pending the completion of arbitration.
9. **Modification of Arbitration.** If Platinum Communication Solutions makes any substantive change to this arbitration provision, you may reject any such change and require Platinum Communication Solutions to adhere to the language in this provision.
10. **Venue/Jurisdiction.** All claims for Arbitration shall be submitted to and heard by a mutually agree arbitrator. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in Smith County, Texas.
20. **PRIVACY.** Platinum Communication Solutions Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that Platinum Communication Solutions cannot guarantee that voice over IP communication is completely secure. You agree that Platinum Communication Solutions may access all features of your account and the Service to determine whether the Service is being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT PLATINUM COMMUNICATION SOLUTIONS SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Platinum Communication Solutions is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with Platinum Communication Solutions. Platinum Communication Solutions will not sell, rent, or lease your personally identifiable information to others. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Platinum Communication Solutions may disclose personally identifiable information. Please refer to our Privacy Policy for additional information.
21. **EXPORT COMPLIANCE.** You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that Customer shall not export, directly or indirectly, re-export, divert, or

transfer any portion of the Service or Device, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.

22. **RECORDING CONVERSATIONS.** Certain Platinum Communication Solutions Services provide a function that allows You to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, you are required to obtain consent from all parties to record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Platinum Communication Solutions expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Platinum Communication Solutions from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services. You agree that Platinum Communication Solutions, may at its sole discretion, record any call between Platinum Communication Solutions and You for Platinum Communication Solutions quality control purposes.
23. **ASSIGNMENT.** Platinum Communication Solutions may assign all or part of its rights or duties under the Agreement without notifying you. If we do that, we have no further obligation to you. You may not assign the Agreement or the Service or Device without our prior written agreement.
24. **SURVIVAL.** The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.
25. **CALEA.** Platinum Communication Solutions intends to fully comply with the Communications Assistance for Law Enforcement Act (“CALEA”). By using the Service, you hereby agree and consent to Platinum Communication Solutions’ right to monitor and otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.
26. **COMPENSATION PROGRAMS.** Platinum Communication Solutions markets its services through multiple sales channels, including through marketing partnerships, referral programs and sales representative relationships with third parties. We may pay compensation to such third parties in connection with your purchase of services from Platinum Communication Solutions.
27. **FORCE MAJEURE (EVENTS BEYOND PLATINUM COMMUNICATION SOLUTIONS’S CONTROL).** Platinum Communication Solutions shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties as may occur in spite of Platinum Communication Solutions’ best efforts.

28. **SOFTWARE COPYRIGHT** Any software used by Platinum Communication Solutions to provide the Service and any software provided to you in conjunction with providing the Service is protected by copyright law and international treaty provisions. You may not copy the software or any portion of it. Furthermore, you may not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks provided to you as part of the Service.

29. **COPYRIGHT, TRADEMARK, AND INTELLECTUAL PROPERTY; COPYRIGHT INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE.** Our website content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.

The entire content included in this Website, including but not limited to text, design, graphics, interfaces, or code and the selection and arrangements thereof is copyrighted as a collective work under the United States and other copyright or intellectual property laws and is the property of, or used under license by, Platinum Communication Solutions.

All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of and are proprietary to Platinum Communication Solutions, or other respective owners that have granted Platinum Communication Solutions the right and license to use such Marks.

Nothing in this website or your subscription to, or licensing of, any Platinum Communication Solutions products or services grant any right, title, proprietary or ownership interest in any Platinum Communication Solutions intellectual property Marks, copyrights, patents, trade secrets, or other intellectual property.

30. **LICENSE BY CUSTOMER TO USE FEEDBACK**

1. Customer hereby grants to Platinum Communication Solutions a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Platinum Communication Solutions' Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the improvement, operation, or use of Customer's Services.
2. Platinum Communication Solutions may identify you (by name and logo) as a Platinum Communication Solutions customer on our website and on other promotional materials. You hereby grant Platinum Communication Solutions an irrevocable, non-exclusive, royalty free license to utilize your name, trademark(s), trade name(s) and other intellectual property for this limited purpose and as otherwise agreed by you in writing.

31. **CUSTOMER DATA.** Platinum Communication Solutions does not own: (i) any data, information or material that Customer submits to Platinum Communication Solutions in the course of using

the Service; or (ii) outputs which are specifically provided to Customer during the usual course of providing the Service except to the extent that such outputs incorporate Platinum Communication Solutions' Intellectual Property ("Customer Data"). Customer hereby grants to Platinum Communication Solutions a limited, non-exclusive, worldwide, royalty-free license to Customer Data for Platinum Communication Solutions to provide Services. Customer, not Platinum Communication Solutions, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Platinum Communication Solutions shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Upon termination of Customer's Service, Customer's right to access or use Customer Data immediately ceases, and Platinum Communication Solutions shall have no obligation to maintain or forward any Customer Data. At our sole discretion, Platinum Communication Solutions may retain Customer Data in accordance with Platinum Communication Solutions' data retention policies and our Privacy Policy.

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