

## TERMS OF SERVICE

These Terms of Service constitute the entire agreement ("Agreement") between My People, LLC ("we," "us" or "my people") and the user ("you," "user" or "customer") of my people's enhanced communications services, electronic messaging services, and any related products or services ("Service") offered to you by my people. This Agreement governs both the Service and any devices used to provide the Service, including but not limited to internet protocol phones, multimedia telephone adapters, analog telephone adapters, and any other internet protocol connections device (individually and collectively, a "Device" or "Equipment").

**By activating the Service, you acknowledge, represent and agree that you have read, understand, and agree to the terms and conditions set forth in this Agreement, and that you are of legal age in the jurisdictions in which you reside and in which you are consenting to this Agreement to be bound by its terms.**

### 1. SERVICE

1.1 Monthly Term; Automatic Renewal. Service is offered on a monthly basis. The initial monthly term will begin on the date that you receive a Device from my people, and will terminate at 12:01 a.m. on the same date the following month, at which time this Agreement and your Service will automatically renew for successive terms of one (1) month each, without the necessity of further action by either you or my people.

1.2 Termination. Either you or my people may terminate this Agreement at any time by providing the other party with notice of termination, subject to the payment of applicable termination fees. You may provide notice of termination by contacting Customer Support at 1-888-MYPEOPLE during regular business hours. Termination may not be effective for up to 72 business hours following notice of termination.

1.3 Termination Fees. If you terminate this Agreement prior to the completion of twelve (12) months of Service, you will be charged a termination fee, as set forth on the then-current fee schedule posted on my people's Web site. You will be responsible for the payment of all accrued but unpaid amounts due under this Agreement, through the effective termination of Service, irrespective of whether you owe a termination fee. Note that you may not receive your final bill for such amounts for up to 60 days following termination.

1.4 Use of Service and Equipment. As a my people customer, the Service and Equipment are provided to you for your personal use. You may not:

(a) Use the Service for autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential or home business usage pattern.

(b) Resell or transfer the Service or the Equipment to any other person for any purpose, or charge others to use the Service, without first obtaining the expressed written permission of my people, which my people may give or withhold in its sole and absolute discretion.

(c) Use the Service to transmit or receive any verbal or electronic communications or material if the transmission or receipt of such communication or material would constitute or encourage a criminal offense, give rise to a civil liability, or otherwise be illegal or unlawful under the laws of any country, state, province, territory, or locality having jurisdiction over such communication. If, in its sole judgment, my people believes that the Service or Equipment has been used to transmit or receive such communications or material, my people may forward copies of such communications and objectionable material, if available, as well as any records related thereto, any of your communications with my people, and your personal information to the appropriate authorities, and you hereby consent to such forwarding.

1.5 Right to Modify; Terminate. You agree that your use of the Service and the Equipment is subject to your compliance with the terms of the Agreement. my people reserves the right to immediately modify (including but not limited to restricting your use of the Service) or terminate your use of the Service if my people determines, in its sole discretion, that your use of the Service does not comply with the terms of this Agreement. If, under such circumstances, my people elects to modify your Service, you will not be entitled to a reduction in the fees charged for such modified Services. If my people elects to terminate your Service, you will remain responsible for all unbilled charges, and a termination fee, if applicable, which my people in its sole discretion may immediately charge to your credit card. You are liable for any and all use of the Service and/or Device provided to you and agree to indemnify and hold my people harmless against any and all liability for any such use.

1.6 Use of Service and Device Outside the United States. my people does not offer the Service outside of the United States, or support the Service for calls originating from outside of the United States. Without limiting the generality of Section 1.17 of this Agreement, if you move the Device to another country, and use the Service from that country, you do so at your own risk, including the risk that such activity violates local laws in the country where you are using the Service. 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, and you agree to indemnify and hold my people harmless from and 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 my people harmless against any and all liability for such violation. my people reserves the right to terminate your Service immediately and without advance notice if it determines that you are using the Service outside the United States.

1.7 Power Failure; Internet Service Outage or Termination; Suspension or Termination by my people. 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 is not provided by my people) and 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, and you will continue to be billed for the Service unless and until you or my people terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or an ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency

service numbers including the E911 calling feature. Although E911 service will continue uninterrupted in the event your Service is suspended by my people due to non-payment of fees when due, if my people terminates your Service, the Service will not function until such time as my people restores your Service (which may require the payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

1.8 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 my people's Web site(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All Web sites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of my people are and shall remain the exclusive property of my people and nothing in this Agreement shall grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that you may only use the Device for the sole and limited purpose of using the Service, and that my people 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 my people, which my people reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold my people harmless against any and all liability arising out of your use of such interface device. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.9 Tampering with the Device or Service. 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 the express permission of my people, which my people may deny in its sole discretion. my people reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for all unbilled charges, plus a termination fee, if applicable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

1.10 Theft of Service. You agree to notify my people immediately, in writing or by calling my people Customer Support, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you notify us, 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 my people receives notice of the theft or fraudulent use, you will be liable for all of the use of the Service and/or Device stolen from you.

1.11 Number Transfer on Service Termination. Upon termination of the Service, my people may, at its sole discretion, release a telephone number that was ported in from a previous service provider to my people by you and used in connection with your Service provisioned by my people to your new service provider, if such new service provider is able to accept such number, and provided that (i) your account has been terminated; (ii) your my people account is completely current including payment for all charges and termination fees, if any; and (iii) you request the transfer upon terminating your account.

1.12 Service Distinctions. You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the Service. 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.

1.13 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.

1.14 No 0+ Calling; May Not Support x11 Calling. my people's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). my people's Service may not support 311, 511 and/or other x11 services in one or more (or all) service areas (other than E911 as provided herein).

1.15 Right to Monitor. my people has no obligation to monitor the use of the Service, but reserves the right to do so from time-to-time, and may disclose information regarding use of the Service if it believes, in its sole discretion, that it is reasonably necessary or appropriate to do so, including, without limitation, in order for it to satisfy any legal requirements or requests, to operate the Service properly, or to protect itself and its customers.

1.16 Acceptable Use.

(a) Your use of the Service is governed by applicable local, provincial, national and international laws and regulations, including without limitation laws relating to copyright, trademark, obscenity, defamation, the right of privacy, false advertising and fraud. In addition to complying with such laws and regulations, you are expected to use your best judgment and be respectful of others. You must also use your best efforts to avoid interfering with the use of the Service by others, and to ensure that you are following rules of proper conduct.

(b) Although my people does not exercise editorial control or review over the content of any communication made with use of the Service, it may monitor, block, filter, or

restrict by any other means, any communications that, in my people's sole discretion, may be illegal, may subject my people to liability, or may violate this Acceptable Use Policy. my people may cooperate with legal authorities, third parties, or both in the investigation of any suspected or alleged crime or civil wrong committed using the Service, Equipment, or both.

(c) The following activities are considered illustrative (but not exhaustive) violations of this Acceptable Use Policy. my people is the sole and final arbiter of what is an acceptable use of the Service. Without limitation, you will be in breach of this Acceptable Use Policy and this Agreement if you use the Service:

(i) to transmit any material (by speaking, saving, email, voicemail or otherwise) that intentionally or unintentionally violates any applicable local, provincial, national or international law or any rules or regulations thereunder, including without limitation material that is threatening, abusive, tortuous, harassing, defamatory, libelous, obscene, invasive of another's privacy or hateful;

(ii) to harm or attempt to harm children in any way;

(iii) to make fraudulent offers to sell or buy products, items or services or to advance any type of scam, financial or otherwise, such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities frauds and chain letters;

(iv) to transmit material (by speaking, saving, email, voicemail or otherwise) that you do not have a right to make available to others, whether under any law or any contractual or fiduciary relationships;

(v) to transmit any unsolicited commercial email or unsolicited bulk email or uses deliberately misleading headers in emails sent to multiple parties, including without limitation sending email in violation of the CAN- SPAM Act or any other applicable anti-spam law;

(vi) to transmit any material (by speaking, saving, email, voicemail or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(vii) to access or attempt to access the accounts of others, or to penetrate or attempt to penetrate security measures of my people's or any other's computer software or hardware, electronic communications system or telecommunications system, whether or not resulting in disruption of service or the corruption or loss of data;

(viii) in disobedience of any requirements, procedures, policies or regulations of any networks that connect to the Service;

(ix) to transmit any material (by speaking, saving, email, voicemail or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any other person;

(x) to collect or attempt to collect personal information about another person without that person's knowledge or consent;

(xi) to attempt to resell the Service to others; or

(xii) to use the Service in connection with illegal peer-to-peer file sharing.

(d) In the event you are aware of a violation of the terms of this Section 1.17, my people requests that you contact my people and provide as much of the following information as possible:

(i) the IP address, the my people username (if applicable) or number used to commit the alleged violation; and

(ii) the date and time of the alleged violation, including the time zone and any other evidence of the alleged violation.

(e) When reporting a matter regarding unsolicited email please provide a copy of the unsolicited email messages with full headers, if possible.

(f) Upon becoming aware of an alleged violation, my people may take such action as my people in its sole discretion may determine, including without limitation:

(i) issuing warnings, written or verbal, suspending or terminating the account of a user who violates the terms of this Section 1.17;

(ii) charging a customer who violates the terms of this Section 1.17 with administrative costs and/or reactivation charges; or

(iii) bringing legal action to enjoin violations, collect damages, or both.

#### 1.17 Relocation of the Device.

(a) EXCEPT AS EXPRESSLY PERMITTED BY SECTION 1.17(B) OF THIS AGREEMENT, YOU ARE HEREBY EXPRESSLY PROHIBITED FROM USING OR ATTEMPTING TO USE THE DEVICE OR THE SERVICE FROM ANY LOCATION OTHER THAN YOUR REGISTERED ADDRESS, AND MY PEOPLE MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT LIMITING ANY OTHER REMEDIES TO WHICH IT MAY BE LEGALLY OR CONTRACTUALLY ENTITLED, IMMEDIATELY TERMINATE THE SERVICE IF IT DISCOVERS THAT THE DEVICE IS BEING USED FROM A LOCATION OTHER THAN YOUR REGISTERED ADDRESS.

(b) If you are permanently changing your registered address in connection with a change of primary or secondary residence, you may relocate the Device to a new registered address by providing my people with not less than seven (7) days prior notice; provided that such notice shall only be effective if delivered by electronic mail or telephone to the electronic mail address or telephone number specified on my people's website.

## **2. EMERGENCY SERVICES; 911 DIALING**

2.1 Non-Availability of Traditional 911 Dialing Service. You acknowledge and understand that the Service does NOT support traditional 911 access to emergency services. my people does offer a limited E911 service available only with my people Devices as described herein, but you acknowledge and understand that the E911 Service differs in a number of ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service. my people's E911 Service is only available using my people-certified Devices. 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 dialing from your my people Service and Device(s) and the important differences and limitations of my people's E911 Service compared with traditional 911 or E911 dialing.

2.2 Description of 911-Type Dialing Capabilities. When you dial 911 using the Service, your call is routed from the my people network to the Public Safety Answering Point (PSAP) or local emergency operator designated for the address that you listed at the time of activation (your "Registered Address"). You acknowledge and understand that when you dial 911 from your my people Device, it is intended that you will be routed to the general telephone number for the PSAP or local emergency service provider (which may not be answered outside business hours in some areas), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. my people relies on third parties for the forwarding of underlying routing information, and my people and its third party provider(s) therefore disclaim any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this E911 dialing currently is NOT the same as traditional 911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither my people nor its officers, directors, employees, affiliates or agents may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of my people. You agree to indemnify and hold harmless my people and its third party provider from any claim or action arising out of misrouted 911 calls, including but not limited to your failure to follow correct procedures for 911 calling or your provision to my people of the incorrect Registered Address.

### **2.3 Service Outage.**

2.3.1 Power Failure or Disruption. You acknowledge and understand that E911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and E911 will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service, including E911.

2.3.2 Broadband Service; ISP Outage or Termination; Termination by my people. You acknowledge and understand that service outages or termination of service by your broadband provider and/or ISP or by my people will prevent ALL Service including E911 dialing.

2.3.3 Service Outage Due to Suspension of Your Account. You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, other than E911.

2.3.4 Other Service Outages. You acknowledge and understand that if there is a service outage for any reason other than suspension of service, such outage will prevent ALL Service, including E911. Such outages may occur for a variety of reasons including, but not limited to reasons described elsewhere in this Agreement.

2.3.5 Limitation of Liability and Indemnification. You acknowledge and understand that my people's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Agreement. You agree to defend, indemnify, and hold harmless my people, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement, from any and all claims, losses, damages, fines, penalties, cost and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including E911 and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

2.4 Notification of Change of Location. YOU ACKNOWLEDGE AND UNDERSTAND THAT E911 DOES NOT FUNCTION IF YOU MOVE YOUR MY PEOPLE DEVICE TO A DIFFERENT STREET ADDRESS, UNLESS AND UNTIL YOU HAVE NOTIFIED MY PEOPLE OF ANY SUCH CHANGE IN YOUR REGISTERED ADDRESS. YOU ALSO ACKNOWLEDGE THAT IT MAY TAKE UP TO 72 HOURS FOR ANY CHANGE IN ADDRESS TO BE PROCESSED. ACCORDINGLY, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1.17 OF THIS AGREEMENT, YOU MUST NOTIFY MY PEOPLE AT LEAST SEVEN (7) DAYS IN ADVANCE EACH AND EVERY TIME YOU CHANGE TO YOUR REGISTERED ADDRESS. IN ADDITION TO CONSTITUTING A BREACH OF YOUR OBLIGATIONS UNDER SECTION 1.17 OF THIS AGREEMENT, FAILURE TO PROVIDE THE CURRENT AND CORRECT PHYSICAL ADDRESS AND LOCATION OF YOUR MY PEOPLE DEVICE MAY RESULT IN ANY 911 CALL YOU MAKE BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER AND EMERGENCY PERSONNEL BEING DISPATCHED TO THE INCORRECT LOCATION.

2.5 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering E911. Due to technical constraints, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your my people Equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that a 911 call from your my people Equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours in some areas), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities where such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and accept that my people relies on third parties for the forwarding of underlying routing information, and accordingly my people and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. my people or its officers, directors, employees, affiliates and agents may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to E911 unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of my people.

2.6 Automated Number Identification. It may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911 using the Service. my people's system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not my people, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs may not be technically capable of doing so on a consistent basis. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call cannot be completed, is dropped or disconnected, or if you are physically unable to tell them your phone number, and/or if the Service is not operational for any reason other than suspension of Service, including without limitation reasons listed elsewhere in this Agreement.

2.7 Automated Location Identification. Unless and until it is technically feasible to automatically transmit the address from which an E911 call originates, you must state the nature of your emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have the address information if the call originates from an address other than your Registered Address, or if the PSAP or third party used by my people to deliver the information do not support automated location identification. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call cannot be completed, is dropped or disconnected, if you are physically unable to tell them your location, and/or if the Service is not operational for any reason other than suspension of Service, including without limitation reasons listed elsewhere in this Agreement.

2.8 Alternative 911 Arrangements. You acknowledge that my people does not offer primary line or lifeline services. You should always have an alternative means of accessing emergency response services using traditional 911 or other emergency notification services. You also acknowledge that my people does not currently provide TTY or similar services for the hearing-impaired.

### **3. CHANGES TO THIS AGREEMENT**

my people may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted to the "Terms and Conditions" section of my people's Web site (currently located at <http://www.mypeople.com>). Such changes will become binding on Customer, on the date posted to the my people Web site and no further notice by my people is required. The agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Device.

### **4. CHARGES/ PAYMENTS; DEFAULT; TAXES; TERMINATION**

4.1 Billing. You must give us a valid credit card number (Visa, MasterCard, Discover, American Express or any other issuer then-accepted by my people) when the Service is activated. my people reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise my people at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges or services which my people decides to bill in arrears) to your credit card, including but not limited to: activation fees, installation charges, monthly Service fees, international usage charges, advanced feature charges, equipment purchases, termination fees and shipping and handling charges. my people 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 are rounded up to the nearest minute except as otherwise set forth on the then-current fee schedule found on my people's Web site.

4.2 Billing Disputes. You must notify my people within 7 days of your my people invoice date if you dispute any my people charges on that invoice or such dispute will be deemed waived. Billing disputes should be communicated to:

Customer Care Billing Department  
My People, LLC  
2700 Corporate Drive, Ste. 200  
Birmingham, Alabama 35242

or

[billing@mypeople.com](mailto:billing@mypeople.com)

or

1 -888-MYPEOPLE

4.3 Payment. my people accepts payments only by credit card as set forth in Section 4.1. Your acceptance of this Agreement authorizes my people to charge the credit card account number on file with my people at that time, for my people charges and services as set forth in Section 4.1. This authorization will remain valid until 60 days after the effective termination of Service. my people may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with my people is declined or reversed, your credit card expires and you have not provided my people with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you FULLY LIABLE to my people for ALL CHARGES ACCRUED PRIOR TO TERMINATION and for all costs incurred by my people in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

4.4 Termination/Discontinuance of Service. my people reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If my people discontinues providing the Service generally or terminates your Service for violation of this Agreement, or because of any improper use of the Service or Device (including but not limited to your attempts to use the Device from a location other than your Registered Address, or hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of my people or of a third party provider to which my people is subject), or for any other reason, you will be responsible for all unbilled charges, plus the termination fee set forth in Section 4.6, if applicable. You may not receive your final bill for up to 60 days following effective termination due to the nature of the billing process.

4.5 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 my people with an original certificate that satisfies applicable legal requirements for attesting to tax-exempt status. Tax exemption will only apply from and after the date my people receives such certificate.

4.6 Termination Fee. If you terminate this Agreement prior to the completion of twelve (12) months of Service, you will be charged a termination fee, as set forth on the then-current fee schedule posted on my people's Web site. You will be responsible for the payment of all accrued but unpaid amounts due under this Agreement, regardless of when you terminate the Service. The termination fee will be billed directly to your credit card. If Customer has multiple lines, Customer will be charged a termination fee for each line disconnected.

4.7 Money Back Guarantee; Limitations and Conditions. my people offers a 30-day Money Back Guarantee (such 30 day period, the "Warranty Period"), applicable only to User's first-ordered line per account, and not to additional or secondary lines. Under the terms of this Money Back Guarantee, my people will refund the first month's service fee within 60-days of the date my people receives the returned Equipment, provided that you comply with the remaining terms of this Section 4.7. Federal excise taxes and any other applicable taxes will not be refunded. my people reserves the right to terminate or revoke this Money Back Guarantee at any time, without prior notice. In order to be entitled to this Money Back Guarantee, you must (i) cancel service within 30-days of the date you receive the Device; (ii) return all Devices within 14 days of cancellation; and (iii) not have exceeded 250 minutes of usage. User remains responsible for any charges for domestic usage in excess of the amount included within the Plan to which User subscribes, international usage, payphone calls to my people toll free numbers and calls to directory assistance. THIS MONEY BACK GUARANTEE DOES NOT APPLY TO ACCOUNTS EXCEEDING 250 MINUTES OF USAGE AND SUCH ACCOUNTS ARE NOT ELIGIBLE FOR REFUND OF ANY OF THE CHARGES DESCRIBED HEREIN. In addition to the requirements set forth in Section 1.11, all returned Devices must be in the original packaging with the UPC or bar code intact. All components, manuals and registration card(s) must be included. Equipment must be returned with a valid return authorization number, which may be obtained by contacting my people Customer Service. THE MONEY BACK GUARANTEE WILL NOT BE HONORED IF USER FAILS TO MEET ALL SUCH REQUIREMENTS.

4.8 Charges for Directory Calls. You will be billed for each call made to my people directory assistance in the amount set forth on the then-current fee schedule posted on my people's Web site.

## **5. WARRANTY and LIABILITY LIMITATIONS; INDEMNIFICATION**

5.1 Exclusion of Liability. my people shall not be liable for:

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

- 5) equipment, network or facility shortage;
- 6) equipment or facility relocation;
- 7) service, equipment, network or facility failure caused by the loss of power to Customer;
- 8) outage or termination of service by Customer's ISP or broadband service provider;
- 9) act or omission of Customer or any person using the Service or Device provided to Customer, including without limitation, improper installation of the Device; or
- 10) any other cause that is beyond my people'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 E911 service) to be connected or completed, or degradation of voice quality.

5.2 Limitation of Liability. my people's aggregate liability, if any (see 5.1 above), for (i) any failure or mistake; (ii) any claim with respect to my people's performance or nonperformance hereunder; or (iii) any my people act or omission in connection with the subject matter hereof shall in no event exceed Service charges collected during the previous six (6) months.

5.3 Disclaimer of Damages. IN NO EVENT SHALL MY PEOPLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT MY PEOPLE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

5.4 Indemnification. Customer agrees to defend, indemnify, and hold harmless my people, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including E9 11, or the Device. This paragraph shall survive termination of this Agreement.

5.5 No Warranties on Service. MY PEOPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF

TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, MY PEOPLE DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER MY PEOPLE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO MY PEOPLE'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES OR 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 MY PEOPLE'S OR ITS SERVICE PROVIDER'S OR VENDOR'S NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY MY PEOPLE OR BY MY PEOPLE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

5.6 No Warranties, or Limited Warranties, for Devices. If Customer received the Device new from my people and the Device included a limited warranty at the time of receipt, Customer must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. If Customer's Device did not include a limited warranty from my people at the time of receipt, Customer agrees that it accepts its Device "as is" and that Customer is not entitled to replacement or refund in the event of any defect, except that my people will provide a limited warranty on the Device as to manufacturing defects only for a period of one (1) year from the date of purchase. This 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, improper installation or customer handling. Your sole remedy for any breach of this limited warranty is to obtain a repaired or replacement Device, by following the return procedures set forth in Section 1.11. 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. This limited warranty shall also apply in lieu of the limited warranty included with the Device if such included limited warranty is less favorable to you than the warranty contained herein. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE DEVICE AND THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, MY PEOPLE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE.

5.7 No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

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

## **6. GOVERNING LAW / RESOLUTION OF DISPUTES**

6.1 Mandatory Arbitration. Any dispute or claim between Customer and my people arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Birmingham, Alabama. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

6.2 Governing Law. The Agreement and the relationship between you and my people shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 6.1, you and my people agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Alabama and waive any objection as to venue or inconvenient forum. The failure of my people to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## 7. MISCELLANEOUS

7.1 Entire Agreement. This Agreement and the fee schedule for Services found on my people's Web site constitute the entire agreement between you and my people and govern your use of the Service, superseding any prior agreements between you and my people and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon my people unless and until posted in accordance with Section 3 hereof.

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

7.3 Privacy. my people's Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. my people is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to you at [www.mypeople.com](http://www.mypeople.com) for additional information.

7.4 Acceptance. my people and Customer intend to execute this Agreement electronically. By requesting Service or by activating Service, you acknowledge that your electronic acceptance of this Agreement binds you as the equivalent of your hand-written signature on this Agreement.