

**CORDIA COMMUNICATIONS CORP.
WIRELESS LANDLINE AND INTERNATIONAL LONG DISTANCE
SERVICE AGREEMENT**

THANK YOU FOR USING CORDIA COMMUNICATIONS CORP. SERVICES. In this Agreement ("Agreement"), "you" and "your" mean the customer of the Cordia Communications Corp. services defined below, and "Cordia," "we," "our," and "us" mean Cordia Communications Corp., and any Cordia Communications Corp. affiliates authorized to provide you with Cordia services.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING CORDIA AT (+63)32-238-3009.

"Service" or "Services" means: (1) Wireless landline ("WiLL") services, (2) international telecommunications services you are enrolled in, use, or pay for that Cordia is currently providing to you; and (3) any new or additional Cordia international telecommunications services that you enroll in, pay for or use.

This Agreement does not cover traditional wireline services, Cordia VoIP or Internet Services that Cordia may currently provide or provide at some future date. The Services covered in this Agreement are subject to billing availability and to all applicable rates, terms and condition, and may not be available at all locations.

Cordia's Application for Wireless Landline and Global LD Services ("Service Application Form") contains the specific prices and charges, service descriptions and other terms and conditions not set forth here that apply to each of your Services. The Service Application Form is subject to change. You can review additional information regarding our Services on our web site at www.cordiaip.ph. **THIS AGREEMENT INCORPORATES BY REFERENCE THE PRICES, CHARGES, AND TERMS AND CONDITIONS INCLUDED IN THE SERVICE APPLICATION FORM.**

1. Availability. Service is available to your mobile telephone only when it is within operating range of Bayan Telecommunications, Inc. network located in the Philippines. You understand that service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representation of coverage are not guarantees.

2. Charges and Billing. All Services are provided on a pre-paid basis. To activate your service you must remit an advance payment of your activation fee and one month's monthly recurring charge. Subsequent charges will be in advance and must be paid in full before the end of the current billing cycle to avoid a disruption in services. You are responsible for payment of all charges, including any applicable taxes, usage charges, landline access charges, toll charges, government required telecom fees, public utility commissions charges, or any other charges which may apply. All charges applicable to your account will result in a reduction of your account balance. You are also responsible for applicable roaming charges and charges for special types of calls. Each partial minute of airtime will be rounded up and billed as a full minute. If you have authorized Cordia to directly bill your credit card we will automatically bill your credit card or bank account.

a. Load. To reload your account you may use Bayan Prepaid Cards or authorize Cordia to directly debit your checking account or credit card.

b. Price Changes. We may change the prices and charges for the Services and/or international calling from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Services and/or international calling are effective no sooner than fifteen (15) days after we post them on our web site at www.Cordiaip.ph

Effective: February 15, 2011

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Page 1 of 4

Increases to charges that recover our costs associated with government programs are effective no sooner than three (3) days after we post the increases on our web site.

3. Prohibited Use of Service. You are expressly prohibited from reselling or transferring the Service any other person for any purpose, without express written permission from Cordia in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing or other call center activities, fax broadcasting or fax blasting, to deliver unauthorized or unsolicited advertising, promotional materials or solicitations, or as the callback or removal callback number for any such service regardless of whether or not the solicitation was made using the Service, or for uses that result in excessive usage inconsistent with normal residential, home office or small business usage patterns. Excessive usage will be presumed if you call twenty (20) unique numbers during a billing cycle and Cordia reserves the right to limit usage in this instance. If Cordia determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for any of the aforementioned activities, Cordia reserves the right, without advance notice, to (1) immediately terminate the Service, (2) change your calling plan to a different offer on a prospective basis, (3) immediately charge your credit card for usage in excess of \$50 and (4) charge an administrative fee of US \$100 per day of service during which you engaged in prohibited activities.

4. Discontinuance or Termination of Service. We may disconnect your service if you breach the terms and conditions contained herein or if your account has been inactive for a thirty (30) day period with a \$0 balance. A reconnection charge will apply if you wish to re-establish service and you may be assigned a new telephone number. You may terminate your service at any time by calling (+63)32-238-3009 and notifying a Cordia customer service representative. You will not be refunded any unused balances if termination is initiated by you. If you are a Service Commitment customer and you terminate after completion of your first thirty (30) days of service you will be responsible for payment of monthly recurring charges for the duration of the Service Commitment.

5. Refund. Service Commitment customers may cancel the service and receive a refund of all money paid at time of activation less actual usage charges provided cancellation occurs during the first thirty (30) days of service and Cordia the provided mobile phone is returned. the mobile phone must be returned undamaged, with the original box, inserts and other items which may have been included with the phone at the time of sale.

6. Indemnification.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD CORDIA, ITS AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF THIS SERVICE, THE TELEPHONE ADAPTER, OR ITS INSTALLATION, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO END USER'S FAILURE TO DIAL IN TO CORDIA'S U.S. OR GLOBAL ACCESS NUMBERS BEFORE MAKING INTERNATIONAL LONG DISTANCE CALLS. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT CORDIA SHOULD NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

7. Limitations of Liability.

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

CORDIA'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF CORDIA RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY CORDIA'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF CORDIA'S WILLFUL OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS OR REVENUE OR OTHERWISE REGARDLESS OF THE FORM OF ACTION. CORDIA AND OUR EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR LOSS OF PROFITS OR REVENUE OR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS.

CORDIA SHALL HAVE NO LIABILITY WHATSOEVER FOR END USER'S FAILURE TO DIAL IN TO CORDIA'S ACCESS NUMBER(S) PRIOR TO MAKING LONG DISTANCE CALLS ON THEIR MOBILE OR LANDLINE. END USERS SHALL BE SOLELY RESPONSIBLE FOR ANY CHARGES THEY INCUR FROM THEIR MOBILE OR LANDLINE CARRIERS THAT ARE A RESULT OF END-USER'S FAILURE TO DIAL INTO CORDIA'S ACCESS NUMBER(S) PRIOR TO MAKING INTERNATIONAL LONG DISTANCE CALLS.

8. Warranties.

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, CORDIA EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

9. Miscellaneous

a. No Third Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

b. Acts Beyond Our Control. Neither party will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. Assignment. We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

d. Notices. Notices from you to Cordia must be provided as specified in this Agreement. Notice from you to Cordia made by calling Cordia at (+63)32-238-3009 is effective as of the date that our records show that we received your call. Cordia's notice to you under this Agreement will be provided by one or more of the

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

e. Severability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

f. Governing Law This Agreement is governed by the laws of the Philippines. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof shall be settled by arbitration in accordance with the Alternative Dispute Resolution Act of 2004 and any amendments thereto. Each party shall be responsible for their own fees associated with filing an arbitration claim.

g. Entire Agreement. This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals concerning the Service, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Cordia is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

h. Changes to this Agreement. Cordia may change this Agreement from time to time. If we make any changes to the prices or charges, we will comply with our notice commitments described in this Agreement. **IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, YOU AGREE TO THE CHANGES.**