

## Cordia VoIP Service Subscriber Agreement - Philippines

This Agreement ("Agreement") is between Cordia Communications Corp., an entity incorporated under the laws of the Republic of the Philippines ("Cordia"), and an end user of Cordia's enhanced voice communications services as described below. This Agreement governs both the services described below and any devices provided by Cordia for use in conjunction with the services, including but not limited to the "Cordia Equipment" (as defined herein). In this Agreement, "you" and "your" mean the customer of the Cordia services defined below, and "Cordia," "we," "our," and "us" mean Cordia Communications Corp., and any Cordia affiliates authorized to provide you with Cordia services. All dollar amounts appearing in this Agreement are in Philippines Pesos unless otherwise noted.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THOSE PERTINENT TO 117 EMERGENCY DIALING, AND TO THE PRICES, CHARGES, TERMS AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS, INCLUDING MARKETING AND INFORMATIONAL MATERIALS ASSOCIATED WITH YOUR OFFER, AND ON THE CORDIA VOICE OVER INTERNET PROTOCOL ("VoIP") SERVICE WEB SITE, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE AFOREMENTIONED TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING CORDIA AT (+63)32-238-3009(6332) FOR FURTHER DIRECTIONS.

### 1. SERVICE DESCRIPTION

Cordia's VoIP Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ("IP") and carried, in part, over high-speed Internet access, also known as broadband Internet service. This service may be generically referred to as "voice over IP". It is separate and distinct from Cordia Communication's traditional telecommunications services, such as, Local, Local Toll Long-Distance, Toll Free, Calling Card and DSL services. "Service" or "Services" is defined to include Voice over IP calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which Cordia, in its sole discretion, may add, modify, or delete from time to time.

### 2. SERVICE REQUIREMENTS

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

### 3. CORDIA VOIP SERVICE 117 EMERGENCY DIALING

#### a. Non-Availability of Traditional 117 Dialing Service

You acknowledge and understand that the Cordia's Voice over Internet Protocol ("VoIP") service ("Service") does NOT support traditional 117 access to emergency services. You acknowledge

and understand that such emergency calling service dialing is different in a number of important ways from traditional 117 services as described herein, and that Cordia emergency calling service dialing is available only on Cordia-certified equipment. You agree to inform any household residents, guests and other third persons who may be present at the physical location where you use the Service as to the important differences and limitations of Cordia emergency calling service dialing as compared with traditional 117 dialing, as set forth in this Agreement. We will provide you with warning labels for placement on and/or near each telephone or other equipment on which the Services may be utilized.

b. Description of Emergency Calling Service

Cordia's emergency calling service differs from traditional 117 services. When you dial 117, your call is routed from the Cordia network to the local emergency service personnel using the address that you provided to Cordia when you signed up for our Service or when you updated your account by logging into your account at [www.CordiaIP.ph](http://www.CordiaIP.ph). Because the emergency response center to which you are routed is dependent upon the physical location you provide to Cordia, you must notify us if the equipment is moved from that location. You acknowledge and understand that when you dial 117 from your Cordia equipment you will be routed to the general or administrative telephone number for the local emergency service provider, and will not necessarily be routed to the 117 dispatchers who are specifically designated to receive incoming 117 calls using traditional 117 dialing. Additionally, some emergency response centers may from time to time refuse to accept calls from VoIP providers such as Cordia. As described herein, this emergency calling service dialing currently is NOT the same as traditional 117 dialing, and at this time, does not necessarily include all of the capabilities of traditional 117 dialing, therefore Cordia recommends that you have an alternative means of accessing 117 from your home and travel locations, via a traditional telephone line or wireless phone.

c. Service Outage

1) Power Outage

You acknowledge and understand that emergency calling service dialing does not function without power. Should there be an interruption in the power supply, the Service and emergency calling service dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment before using the Service or emergency calling service dialing.

2) Broadband Service Outage

You acknowledge and understand that Service outages by your broadband provider will prevent, and that network congestion may slow, ALL Service including emergency calling service dialing.

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, including emergency calling service dialing.

4) Other Service Outages

You acknowledge and understand that if there is a Service outage for ANY reason, such outage will prevent ALL Service, including emergency calling service dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

## 5) Non-voice Systems

You acknowledge that the Service is not set up to function with out-dialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. You have no claim against Cordia for interruption or disruption of such systems by the Service.

### d. Limitation of Liability and Indemnification

YOU ACKNOWLEDGE AND UNDERSTAND THAT CORDIA WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 117 OR ANY OTHER EMERGENCY SERVICE PERSONNEL DUE TO THE 117 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORDIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING EMERGENCY CALLING SERVICE DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER THE SERVICE TO BE ABLE TO DIAL 117 OR OTHERWISE ACCESS EMERGENCY SERVICE PERSONNEL.

### e. Failure to Designate the Correct Physical Address for Emergency Calling Service Dialing

The address you provided to Cordia at signup, the registered location, is the address that is applied to your Service for emergency calling service dialing. Should you need to change this address, you must change this in the Account Manager section at [www.CordiaIP.ph](http://www.CordiaIP.ph) or contact Cordia Customer Service immediately to correct this address. It may take up to three (3) business days to effectuate a change of address or update of an address. Failure to provide the current and correct physical address and location of your Cordia equipment will result in the incorrect routing of your emergency services call to the local emergency service provider.

### f. Changing Your Primary Phone Number

You acknowledge and understand that emergency calling service dialing does not function if you change your phone number unless and until you have contacted Cordia Customer Service to notify us of the change and you have been informed by us that your new emergency calling service address has been activated. Emergency calling service dialing must be re-activated if you change your phone number. Although you may have activated emergency calling service dialing with your former Cordia phone number, you must separately activate emergency calling service dialing for any new number.

### g. Change of Physical Location of Cordia Equipment and Re-Activation

You acknowledge and understand that emergency calling service dialing does not function properly or may not function at all if you take your equipment with you away from the address or physical location that you have designated. If the equipment is moved from the registered location you must contact Cordia Customer Service or log into your account at [www.CordiaIP.ph](http://www.CordiaIP.ph) to update you emergency calling service address. Failure to provide the current and correct physical address and location of your Cordia equipment will result in any emergency calling service dialing you may make being routed to the incorrect local emergency service provider.

### h. Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calling Service

You acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of an emergency calling service communication made using your Cordia equipment as compared to traditional 117 dialing over traditional public telephone networks. You acknowledge and understand that emergency calling service dialing from your Cordia equipment will be routed to the general or administrative telephone number for the local emergency service provider, and will not be routed to the 117 dispatchers who are specifically designated to receive incoming 117 calls at such local provider's facilities when such calls are routed using traditional 117 dialing. You acknowledge and understand that there may be a greater possibility that the general or administrative telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, or not answered at all, as compared to those 117 calls routed to the 117 dispatchers who are specifically designated to receive incoming 117 calls using traditional 117 dialing.

i. Automated Number Identification

It is not possible for the local emergency personnel to identify your phone number when you dial 117 to access emergency calling service dialing. Cordia's system is configured in most instances to send the automated number identification information; however, the phone system routes the traffic to the emergency service center and the emergency service center itself must be able to receive the information and pass it along properly, and they are not yet always technically capable of doing so. You acknowledge and understand emergency personnel may not be able to identify your phone number to return your call if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

j. Automated Location Identification

It is not possible to transmit the identification of the address that you have listed to the local emergency personnel for your area when you use emergency calling service dialing. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as emergency personnel will NOT have this information. You acknowledge and understand that emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

k. Alternative Emergency Calling Service Arrangements

You acknowledge that Cordia does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional emergency services, such as a landline or cellular telephone.

l. Limitations on the Availability of 117 Service

117 service is not offered on virtual numbers, toll-free numbers or similar service accessories or add-on plans. 117 service is only available in selected areas and you acknowledge and understand that any enhanced location information passed to an emergency operator by Cordia will be based upon the physical location provided to Cordia by you. In the event that your physical location has not been updated or is not complete, Cordia may attempt to route a 117 call based upon the bill to or ship to addresses associated with your account or initial order. If you are utilizing our Service outside the United States and your equipment is configured with a United States telephone number you will not be able to reach local emergency services.

m. 117 Provisioning Fee

You will be subject to a one-time provisioning fee and to a monthly 117 service charge. The provisioning fee and monthly 117 service shall be in addition to the applicable residential or business plan charges for the associated line. The monthly charge for Cordia's 117 service is assessed on a per-line (per phone number) basis, and will be set at a level that reimburses Cordia for the direct costs it incurs in providing Cordia's 117 service, including expenses Cordia incurs, either directly or indirectly, in the form of state, county or municipal 117 surcharges, 117 Automatic Location Information (ALI), database storage, line information database and caller ID (LIDB/CNAM) expenses, and any other taxes or surcharges directly or indirectly associated with the provision of services to you. Cordia reserves the right to adjust the level of charges associated with the provision of 117 services to reflect increases or decreases in its costs.

n. Charge for Fraudulent Use or Abuse of 117 Services

Cordia reserves the right to charge you for fraudulent or otherwise abusive use of Cordia's 117 Services. For purposes of this section, a determination of abuse or fraud may be found when a subscriber utilizes 117 services on four (4) occasions during a one month period. This charge includes but is not limited to the direct costs that Cordia pays to its 117 service provider. The current charge, which is subject to change without notice, is \$4140.00 per call.

o. Recovery Surcharge

All US DID's will be subject to a \$73.30 Recovery Surcharge.

#### 4. OTHER SERVICE DISTINCTIONS

a. Privacy and Security

Voice over IP communication utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Cordia cannot guarantee that voice over IP communication is completely secure. Cordia always respects your privacy and treats the content of all communications as private, except as may be required by law.

b. Power Outages

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Cordia VoIP Service.

c. Broadband Service Interruptions

You acknowledge and understand that the Service does not function in the event of interruption of your broadband or high speed Internet access service.

d. Home Security Systems and other Non-voice Communications Equipment

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

e. Local Number Portability

In the event you are not utilizing a new phone number for your Cordia VoIP Service, but rather are transferring an existing phone number, which currently is subscribed to a carrier other than

Cordia for local, local toll and/or long distances telecommunications services, to Cordia VoIP Service, the terms and conditions of this paragraph shall apply:

1) you hereby authorize Cordia to process your order for Cordia VoIP Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to Cordia VoIP Service, and represent that you are authorized to take this action;

2) you agree and acknowledge that if you set up your TA prior to the date that the number switch becomes effective ("Port Effective Date"), you will be able to make outgoing calls only over the phone you have connected to the TA. In such event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Cordia VoIP Service; and

3) you agree and acknowledge that if your TA is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected you will have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that you install the TA prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to you via e-mail by Cordia following your completion of the ordering process.

## 5. USE OF SERVICE

### a. Lawful, Non Fraudulent Use of Service and TA

Cordia will accept no more than three (3) orders for Cordia VoIP Service per household and no more than six (6) orders for VoIP Service per business. You agree to use the Service and TA only for lawful purposes. You will not use the Service or TA for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers; or (2) avoids your obligation to pay for communication services. If Cordia has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. If you remove the TA to a country other than the United States and attempt to use the Service from there, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. If you sign up for service at a location outside the United States, you do so at your own risk, including the risk that such activity violates local laws in that country and you assume sole responsibility for risk of loss of the TA.. If the TA is confiscated by customs or another government agency in your country you will remain responsible for the \$4780.00 equipment fee described in Section 7 of this Agreement. Cordia reserves the right to terminate your service immediately and without advance notice if you violate the above restrictions, leaving you responsible for all outstanding charges, all of which immediately become due and payable.

### b. Theft of Cordia Equipment or Service

You agree to notify Cordia immediately, in writing or by calling the Cordia customer support line, if the TA is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the TA theft or stolen 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.

### c. Prohibited Uses of Service

You are expressly prohibited from reselling or transferring the Service or Cordia Equipment to 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. 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 \$2390.00 and (4) charge an administrative fee of \$4780.00 per day of service during which you engaged in prohibited activities.

d. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and TA and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the TA, and all Services, information, documents and materials on Cordia's web site(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of Cordia are and shall remain the exclusive property of Cordia and nothing in this Agreement shall grant you the right to right or license to use 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 Customer in conjunction with providing the Service, or embedded in the TA, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the TA is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by Cordia, which Cordia 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 harmless Cordia against any and all liability arising out of your use of such interface device with the Service.

e. Tampering with the TA

You agree not to change the electronic serial number or equipment identifier of the TA, or to perform a factory reset of the TA, without express permission from Cordia in each instance. Cordia reserves the right to terminate your Service should you tamper with the TA.

f. Use of Service and Cordia Equipment by Customers Outside the United States

While we offer Service outside the United States, to international subscribers, those subscribers utilize our Service at their own risk, including the risk that such activity violates local laws in that country. Those subscribers are solely responsible for the use of the Service and the Equipment and any consequences resulting from use of the Service and the Equipment. You are liable for any and all use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and you agree to indemnify and hold harmless Cordia against any and all liability for any such use. Should your taking of the Equipment from the United States or our shipping the Equipment to you in a location other than the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Cordia harmless against any and all liability for such violation.

## 7. CANCELLATION OF SERVICE BY YOU OR CORDIA

You may cancel the Service at any time by calling (+63) 32-238-3009 (6332) and notifying a Cordia customer service representative. If for any reason you cancel Cordia VoIP Service or if Cordia cancels the Service pursuant to the terms of this Agreement, Cordia will provide instructions on how to dispose of the Cordia Equipment. You will receive the Cordia Equipment associated with your Cordia VoIP Service free of charge if you continue subscribing to Cordia's VoIP service for at least twelve (12) months. During this time, Cordia reserves the right to request that you return the Cordia Equipment to Cordia at Cordia's expense. In such case, if you do not return the Cordia Equipment within sixteen (16) days of the earlier of (i) the date that Cordia requests the return of the Cordia Equipment or (ii) the date of your Service cancellation, you will be charged a disconnect fee. If you elect to terminate the service before the end of the first year, the minimum term of service, you agree to pay \$4780.00 for the TA equipment. This fee will be charged to your credit card when you place your disconnection of service request with Cordia. If upon cancellation, you return the equipment to Cordia undamaged, in its original packaging and at your own expense we will refund this amount to your credit card. If you cancel during the middle of your billing cycle your invoice will not pro-rated.

## 8. BILLING AND PAYMENT FOR SERVICE

a. Cordia will render to you monthly on-line bills for Cordia VoIP Service, with the following charges:

1. A monthly service flat fee for calls specified in the calling plan, call features, and advanced service. Depending on the specific calling plan to which you subscribe, in-state, state-to-state, and/or outbound international calling, may either be included in the monthly service flat fee on an unlimited basis, or may carry additional per-minute rates. All such rate information will be described in the marketing materials associated with your offer.

2. Any additional calls which are not included in the monthly fee are charged on a per minute usage basis. You can view the rates for international calls placed over Cordia VoIP Service at [www.CordiaIP.ph](http://www.CordiaIP.ph).

3. Depending on your calling plan and method of installation, you may also be charged for activation, early termination, plan change, separate features, modifying features on your account, inside wire and installation, disconnect and/or other fees, as further described at [www.CordiaIP.ph](http://www.CordiaIP.ph) or in the marketing materials pertinent to your offer. If an early termination fee applies to your offer, it will not apply if you cancel your service less than 30 days or more than one year after the date we commence billing for your service. You may incur charges or experience a change in the terms of your plan offer if you change your phone number after your Cordia VoIP Service has been activated. Where you obtained your TA directly from Cordia, Cordia also reserves the right to charge for shipping and handling charges associated with the TA.

If, in addition, you also receive traditional non-Voice over IP Cordia local, local toll and/or long distance services, the charges for these services will not appear on the same online bill. You will continue to be separately responsible for those charges.

All fees and charges will be billed monthly in advance except for usage-based charges. Usage-based charges and any other charges, which Cordia decides to not advance bill, will be billed monthly in arrears.

Anytime your unbilled usage exceeds \$2390.00 we will charge your credit card this amount and send you email notification of the charge. If you subscribe to an Unlimited Residential, Unlimited Business, or Unlimited Toll-Free Calling Plan, your credit card will

be charged only when unbilled usage for calls to numbers other than the types specified in your calling plan exceeds \$2390.00. If you subscribe to a calling plan that includes Unlimited Europe or Unlimited Asia, your credit card will be charged only when International usage for International calls made to numbers other than the types specified in the Unlimited Europe and Unlimited Asia calling plans exceeds \$2390.00. We reserve the right to charge your credit card any time your usage for calls not included in your calling plan exceeds \$2390.00.

#### b. Payment Method

You authorize Cordia to charge any amounts payable by you in connection with your use of the Service automatically by credit card (Visa, MasterCard, American Express, or Discover). Your right to use the Service is subject to any limits established by your credit card issuer. Your charges and credits issued in accordance with Section 8(a) above will appear on an online billing statement that you may access from the Cordia web site at [www.Cordiaip.com](http://www.Cordiaip.com). You give Cordia permission to obtain authorization for use of your credit card from your credit card issuer.

#### c. Commencement of Billing

You understand that upon receipt of the TA you are responsible for installation of the device. TA's purchased directly from Cordia will be shipped to you by two (2) day mail once your order is processed and the Service is provisioned. We will commence monthly billing for the Services promptly after the TA shipment date (we refer to this date as the "Service Activation Date"). You are encouraged to complete installation of the TA promptly because you will be responsible for full payment for the charges on your Cordia bill even if you have not yet installed the TA and used the Service at the time the bill is rendered.

#### d. 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 <https://www.CordiaIP.ph>. 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.

#### e. Charges and Billing

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

#### f. Failure to Pay

We may suspend, restrict, or cancel the Services and this Agreement, without advance notice, if you do not make payments for current or prior bills by the required due date. Service suspension or cancellation will result in your loss of the number associated with the Service. If your service is suspended for non-payment you will have to pay a \$478.00 fee in addition to any amounts past due to get your service restored.

#### g. Late Payment Charge

We may add interest charges to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by state law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive

any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within thirty (30) days after you received your bill or you will waive any objection. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional \$733.00.

#### h. Taxes and Other Charges

Cordia will charge you for, and you must pay, any applicable taxes, fees, surcharges or other charges associated with nationwide and international calls using the Service, unless you can show with documentation satisfactory to us that you are exempt. Taxes will be in the amounts that federal, state and local authorities require us to bill you.

#### i. No Credit Allowances for Interruption of Cordia VoIP Service

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

### 9. INSTALLATION OF SERVICE

Cordia may make available home or business wiring solutions, which you self-install, which will enable you to use phone jacks throughout your home or business to access the Service. With solutions involving professional installation, Cordia reserves the right to determine the appropriate configuration for the home or business wiring solution, and to modify or add components to existing wiring. The price and additional terms and conditions associated with professional home or business installations shall be provided to you separately by the professional installer.

### 10. 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 THE LACK OF 117 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. 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.

### 11. 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 VOIP SERVICE DESCRIBED HEREIN.

CORDIA'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF CORDIA RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 117 DIALING, 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 ANY DAMAGES RESULTING FROM INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY WIRING, SOFTWARE DOWNLOAD OR OTHER WORK ASSOCIATED WITH ENABLING THE SERVICE OR CREATING EXTENSIONS THERETO.

## 12. WARRANTIES

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, AND EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE MATERIALS ACCOMPANYING THE EQUIPMENT, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES OR EQUIPMENT OR ANY INSTALLATION SERVICE 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.

## 13. DISPUTE RESOLUTION BY BINDING ARBITRATION

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 OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY. ANY AWARD OR JUDGMENT ENTERED IN THE UNITED STATES IN BINDING ARBITRATION IS ENFORCEABLE IN THE REPUBLIC OF THE PHILIPPINES, AS PER THE 1958 UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS.

### a. Binding Arbitration

The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1–16. You have the right to take any dispute that qualifies to small claims court rather than arbitration. All other disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the American Arbitration Association's ("AAA") Supplementary Procedures for Consumer-Related Disputes, as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES UNLESS SUCH DAMAGES OR FEES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND CORDIA BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

#### b. Arbitration Information and Filing Procedures

Before you take a dispute to arbitration or to small claims court, you must first contact our customer account representatives at the customer service number on your Cordia bill for the Services, or write to us at Cordia, 5<sup>th</sup> Floor, i2 Building, Asia Town IT Park, Cebu City, Philippines 6000, and give us an opportunity to resolve the dispute. Similarly, before Cordia takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Cordia is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 134555 Noel Road, Suite 1750, Dallas, Texas 75240-6620 and request arbitration of the dispute. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at [www.adr.org](http://www.adr.org), or by contacting us at [www.CordiaIP.ph](http://www.CordiaIP.ph) or Cordia, 5<sup>th</sup> Floor, i2 Building, Asia Town IT Park, Cebu City, Philippines 6000. The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephonic, online, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Arbitrations under this Agreement shall be confidential as permitted by federal law. By notifying Cordia within twenty days after commencing an arbitration proceeding, you may elect to relieve both parties to the arbitration of confidentiality obligations.

#### c. Fees and Expenses of Arbitration

You must pay the applicable AAA filing fee when you submit your written request for arbitration to the AAA. All dollar amounts in this section (13(c)) are in US Dollars. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules, except as stated herein, for claims of less than \$10,117, you will only be obligated to pay a filing fee of \$20 and we will pay all of the AAA's other costs and fees. For claims between \$10,117 and \$75,117, you will pay a fee to the AAA of no more than \$375, and we will pay all of the AAA's other costs and fees. If you elect an arbitration process other than a document ("desk") or telephone arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. If you request such an alternative process, or for claims of \$10,117 or greater, Cordia will also consider, upon receiving your request and on a case-by-case basis, paying some of the AAA's fees and expenses that you would otherwise be allocated under the AAA's rules. You also may ask the AAA about the availability of a pro bono arbitrator and/or a waiver or deferment of fees and expenses from the AAA; more information about the AAA's rules and policies is available at the AAA's web site, which is [www.adr.org](http://www.adr.org). Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. If you prevail before the arbitrator, however, you may seek to recover the AAA's fees and the expenses of the arbitrator from us. If we prevail before the arbitrator, and if we show that you acted in bad faith in bringing your claim, then we may seek to recover the AAA's fees and expenses of the arbitrator from you.

### 14. 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 1-800-268-039 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 Federal Communications Act to the extent applicable, and by the law of the State of New York, without regard to its choice of law rules, except that the arbitration provisions in Section 11 are also governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

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. This Agreement can only be amended as provided in Section 7(d) and Section 13(h) herein. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor 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.