

TERMS OF SERVICE

Affiliated ComNet

Scope

These Terms of Service (TOS) constitute a part of the Service Agreement between Affiliated ComNet (herein referred to as "Affiliated ComNet", "us", "we", and "our"), and you as the user of Affiliated ComNet Services (herein referred to as "you", "your", "user" "end user" or "customer"). This Agreement governs your use of our Service and any Products used with our Service, whether provided by Affiliated ComNet or by you. It is important that you read these Terms of Service carefully. All capitalized terms not defined in this TOS have the meaning given to them in the Service Agreement. References to "Affiliated ComNet" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this Agreement or any prior Agreements between us.

General

Your Service Term starts on the Effective Date of your Service Agreement. Your Payment Method will be charged monthly in advance for all Service plan charges, fees, taxes and surcharges. Usage-based charges will be charged monthly in arrears. If you cancel after the effective date and before the expiration of your Service Term, you will be charged a fee (the "Termination Fee") equal to 80% of the recurring monthly Service and Usage Charge for the remaining months of your Service Term.

Payment Authorization

By signing the Service Agreement, you authorize us to collect all outstanding charges from your Payment Method, including, but not limited to, Service and Usage Charges and Late Fees. This authorization remains valid for 30 days after you cancel our authority to charge your Payment Method. If your Service is disconnected or terminated, you remain liable to us for all applicable charges and all costs incurred in collecting these charges, including, without limitation, collection agency fees, reasonable attorneys' fees, and other legal costs. We will pursue collection for unpaid amounts and may report these unpaid charges to credit bureaus. You specifically agree to waive your rights under Regulation E to receive 10 days advance notice from us regarding the amount that we will debit from your account.

Service Agreement Renewal

Your Service Agreement will automatically renew at the end of its Service Term. To Terminate the Service Agreement at the end of its Service Term, you must notify Affiliated ComNet in advance of your desire to so Terminate. Notice must be received at payments@AffiliatedCom.com no later than thirty (30) days prior to the then expiration date of the Service Agreement.

911

You must register with Affiliated ComNet the regular address where the Service is used. When 911 is dialed from your Service, the registered address you provided to Affiliated ComNet will be sent to your local emergency center if it is equipped to receive and act upon this information. If you move your Service to another location, you must register your new location with Affiliated ComNet by sending an email to Cloud@AffiliatedCom.com. If you do not register your new location, any 911 call you or others make may be sent to an emergency center near your old location. Our 911 dialing Service in some cases may not function during a broadband or power outage or if your broadband, ISP or Affiliated ComNet Service is terminated.



Type of Service

Affiliated ComNet Service is not a traditional telecommunications Service. Affiliated ComNet Service runs over a high-speed internet connection. Events such as variations in internet traffic, power outages, maintenance, or other events beyond our control may affect the availability of the high speed connection and the Service. Our Service may not be compatible with certain security systems, TTY, fax, and other adjunct systems.

Customer Support

Affiliated ComNet provides Customer Support to help solve problems with our Service and Products. You incur Usage Charges for Customer Support if your problems were not caused by Affiliated ComNet. In that case, Customer Support will be billed at \$95.00 per hour.

Business Services

Business Service Agreements are intended to provide Service for business users and/or travelers related to the business. The following uses are violations of our business Agreements: autodialing; telemarketing (including, but not limited to, charitable or political solicitation); and fax, SMS, MMS, or automated text or announcement blasting.

Right to Cancel

If you provide any information that is, or we have reason to suspect is, inaccurate in any way, we may suspend or Terminate your Service. We also reserve the right to suspend or disconnect your Service at any time without notice for any of the following reasons: (1) non-payment, declined or reversed charges to your Payment Method, or your Payment Method expires, (2) violation of our Acceptable Use Policy, or (3) if you use the Service in any way that is not consistent with these Terms of Service or the Service Agreement. You acknowledge that if your Service is so suspended or Terminated by us or by you prior to the end of your Service Term, you will be responsible for the charges that have accrued through the date of the Termination (including Usage Fees), plus the Termination Fee. In addition, you must return any Affiliated ComNet Owned Products to Affiliated ComNet within 14 days or Affiliated ComNet will bill your Payment Methods for the cost of the Products.

Acceptable Use Policy

You may only use our Service for lawful, proper and appropriate purposes. You may not use our Service or any Affiliated ComNet Owned Products in any way that is illegal, improper or inappropriate, such as, but not limited to, fraudulent, harassing, libelous, or threatening behavior. You may not use our Service to engage in excessive usage such as, but not limited to, sending bulk messages, using robots, auto-dialing, fax, SMS, MMS, or automated announcement broadcasting or other automated devices or programs to reproduce or distribute information. You are responsible for ensuring that you and anyone who uses your Service account comply at all times with all applicable laws and regulations, and with these Terms of Service. You are liable for all costs and damages that may arise from the content transmitted by you or any person using your Service account, whether or not you authorized that use.

Fees when you cancel the Service

If you Terminate Service for one or more of the Services before the end of your Service Term, without prior written and amended terms to your Service Agreement, you are responsible for all charges for your current term that are applicable to the disconnected lines(s) in addition to the Termination Fee. In addition, you must return any Affiliated ComNet Owned Products to Affiliated ComNet within 14 days or Affiliated ComNet will bill your Payment Method for the cost of the Products.



Fees when we cancel the Service

If we cancel your Service for any reason other than your breach of the Service Agreement, you are only responsible for the monthly Service Charges Usage Fees, Surcharges, Taxes, and Late Fees that have accrued through the date of the Termination. In addition, you must return any Affiliated ComNet Owned Products to Affiliated ComNet within 14 days or Affiliated will bill your Payment Method for the cost of the Products.

Affiliated ComNet Owned Products

When you use Affiliated ComNet Owned Products associated with the Service, you bear the full risk of loss, theft, or damage. If the equipment is lost, stolen, or damaged, you will be charged the replacement cost of the equipment.

Immediately after Termination of your Service, you must return all Affiliated ComNet Owned Products to the physical address on the 'Contact Us' web page at www.AffiliatedCom.com. All returned Products must be returned in salable condition, normal wear and tear excepted. You will be billed for any Products not received by Affiliated ComNet within 14 days of Termination, whether Termination is by Affiliated ComNet or by you. You will be billed for any Products that do not arrive in good working order, even if the Products were damaged in shipping. Affiliated ComNet recommends that you use shipping insurance to cover the full value of the Products.

Third Party Broadband Internet Access Services

Affiliated ComNet expressly disclaims any express or implied Warranties regarding the compatibility of our Service with broadband Internet access Service provided by third parties.

Possible Incompatibilities

Affiliated ComNet Service may not be compatible with all communications Products, including, but not limited to, security systems, medical monitoring equipment, fax, or computer modems. You waive any claim against Affiliated ComNet for disruption of, or interference with, these Services and Products. Further, you waive any claim that Affiliated ComNet is responsible for any disruption to your business.

Products Purchased from Affiliated ComNet

If you purchase Products from Affiliated ComNet, those Products may come with a Limited Warranty. That Limited Warranty will cover manufacturing defects for a period of 1 year from your receipt of the equipment. If your Product fails within the Warranty period, you can return the Product to Affiliated ComNet. We will evaluate the failure, and if we determine that it failed due to a manufacturing defect, the Product will be replaced with new, or like new Product, and you will not be charged the replacement cost for the Product. If we determine that the Product failed due to other reasons, such as, but not limited to, abuse, mishandling, or power surge, you will be charged the replacement cost of the Product.

Products Provided by Affiliated ComNet

If your Service Agreement and any addendums include Product(s) provided by Affiliated ComNet, those Products come with a Limited Warranty throughout the Service Term of your Service Agreement. That Limited Warranty will cover manufacturing defects. If your Product fails within the Service Term of your Service Agreement, you can return the Product to Affiliated ComNet. We will evaluate the failure, and if we determine that it failed due to a manufacturing defect, the Product will be replaced with new, or like new Product, and you will not be charged the replacement cost for the Product. If we determine



that the Product failed due to other reasons, such as, but not limited to, abuse, mishandling, or power surge, you will be charged the replacement cost of the Product.

Taxes

Federal, state, and local governments may assess taxes, surcharges, and/or fees on your use of our Service and they may change without notice. You are responsible for all applicable taxes, fees, or charges for your use of, or payment for, our Service. If you are exempt from payment of any of these taxes, fees, or charges, you must provide us with an original document that satisfies the legal requirements to certify your tax-exempt status. Tax exempt status will be effective only after the date we receive your certification.

Personal Information Changes

You agree to timely update your account information whenever your personal or billing information changes by sending notice to payments@AffiliatedCom.com.

Notice of Changes

You acknowledge and agree that Affiliated ComNet will send you information regarding changes in your Service or these Terms of Service by e-mail. If notices are sent to the last email address provided by you, you agree that we have provided sufficient notice and you waive any right to assert failure of notice.

Billing Disputes

If you disagree with any Affiliated ComNet charges, you must notify us within 14 days after you receive your financial statement from your bank or credit card issuer. Notify us of any billing disagreement at payments@AffiliatedCom.com.

Monitoring

We may monitor your use of our Service if we have reason to suspect violations of these Terms Of Service. We may remove or block all communications if we think it necessary in order to protect from harm our Service, our customers or any entities or persons related to Affiliated ComNet.

Giving information to authorities and other appropriate entities or persons

If we have reason to suspect that you have used our Service or your Product(s) for any unlawful purpose, we may forward information about the suspect communication and other information, including your identity, IP address(es), email address(es), address and all other account and/or communications information, to authorities for investigation.

You consent to our disclosure of any such communications and information to appropriate authorities. We may also make such disclosure in response to a request from a court of competent jurisdiction or a requirement under the law or in an emergency when Affiliated ComNet, our customers, or other individuals are in imminent danger.

Use of Service Outside the United States

If you use our Service outside the United States, you are solely responsible for complying with local laws and regulations and any ISP and broadband provider terms of Service. Further, you are solely responsible for determining all applicable regulatory and other laws regarding the transport, distribution, and use of the Service and any Product(s) using our Service.



No Transfer of Service

You are solely responsible for all charges incurred on your account. You may not resell or transfer or otherwise alter your Service or Affiliated ComNet Owned Products without our prior written consent.

Theft of Service

You are liable for all use of our Service and for any Products used to access the Service. This includes the use of a Product stolen from you as well as any other form of unauthorized use of our Service. You will notify us immediately if a Product is stolen or if you believe that your Service is being used in any unauthorized manner. If you fail to notify us in a timely manner, we may Terminate or disconnect your Service. Neither Affiliated ComNet nor its officers, directors, employees, affiliates or agents, nor any other Service provider or vendor who furnishes Services, devices, or Products to you as part of our Service will be liable for unauthorized access to our or your 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, or any other method, regardless of whether such damage occurs as a result of Affiliated ComNet or its Service providers' or vendors' negligence.

AS IS Services

You agree that our Service is provided "as is," except as noted herein.

No Warranties on Service

Affiliated ComNet makes no Warranties of any kind, express or implied, and specifically disclaims any Warranty of merchantability, of the fitness of Affiliated ComNet Products or Services for a particular purpose, or of title or non-infringement, or any Warranty arising by usage of trade, course of dealing, or course of performance, or any Warranty that any Product, firmware or software is "error free" or will meet your requirements. Further we do not warrant that the Service or Affiliated ComNet Products will be without flaw, including, but not limited to, failure, delay, interruption, degradation of voice quality, or loss of content, data, or information. Statements and descriptions concerning our Service or Product(s), if any, by Affiliated ComNet or Affiliated ComNet agents or installers are not valid as a Warranty of any kind. This section does not limit any disclaimer or limitation of Warranty in the documentation provided with your Product. A Product Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Limitation of Liability

Affiliated ComNet will not be liable for any delay or failure to provide Service, including 911 Dialing, at any time or for any interruption or degradation of voice quality that is caused by any of the following: third party omission, equipment failure, Force Majeure, loss of power, acts or omissions by you or any person using our Service, defects or failures of any third party Products used with our Service; or any other cause that is beyond our control, including, without limitation, a failure of or defect in any Product, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed or forwarded.

Disclaimer of Liability for Damages

In no event will Affiliated ComNet, its officers, directors, employees, affiliates or agents or any other Service provider who furnishes Services or Products to you as part of our Service be liable for any damages, including but not limited to personal injury, wrongful death, property damage, 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 or an Affiliated ComNet Product, including inability to access emergency Service personnel through the 911 Dialing Service or to obtain emergency help. These limitations apply to claims founded



in breach of contract, breach of Warranty, Product liability, tort, and any and all other theories of liability. These limitations apply whether or not we were informed of the likelihood of any particular type of damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Disclaimer of 911 Liability

We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We do not have any control over any local emergency response center. Therefore, we are not responsible for whether they answer calls using our 911 Dialing Service, how they answer these calls, or how they handle them. We rely on third parties to assist us in routing 911 Dialed calls to local emergency response centers and to a national emergency calling center. We are neither liable nor responsible if the data used by a third party to route calls is incorrect or produces an erroneous result. Neither Affiliated ComNet nor its officers or employees may be held liable for any claim, damage, or loss, fine, penalty, cost, and expense (including, without limitation, attorney fees) by, or on behalf of, you or any third party or user of our Service, relating to our Service, including, without limitation, 911 Dialing, or your Affiliated ComNet Owned Products, or any other Products.

Limit on total liability

Our total liability under this Agreement will not exceed the total Usage Charge for the affected Service Term.

Indemnification

You shall defend, indemnify, and hold harmless Affiliated ComNet, its officers, directors, employees, affiliates and agents, and any other Service provider who furnishes Services to you as part of our Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorney fees) by, or on behalf of, any third party, relating to: (a) your use of our Service (including, without limitation, 911 Dialing) or your Product(s), (b) use of our Service by others using your account (whether or not such usage is expressly authorized by you), or (c) your failure to provide true, accurate, current and complete information and to maintain and promptly update such information.

Waiver of Claim or Causes of Action

You waive all claims or causes of action arising from or relating to our 911 Dialing Service unless the claims or causes of action arise from our gross negligence, recklessness, or willful misconduct.

Governing Law

The law of the state Texas will govern this Agreement as well as the relationship between you and us, except to the extent such law is preempted by, or inconsistent with, applicable federal law.

No Waiver of Rights

Failure by Affiliated ComNet to exercise or enforce any right or provision of the Agreement or Terms of Service will not constitute a waiver of the right or provision. Affiliated ComNet reserves all of its rights at law and equity to proceed against anyone who uses its Services or Product(s) illegally or improperly.



Survival

The provisions of this Agreement that, by their sense or context are intended to survive the Termination or Expiration of this Agreement, shall survive.

No Third Party Beneficiaries

No third party that is not a party to this Agreement shall have any remedy, claim, liability, reimbursement, or cause of action based upon any provision of this Agreement.

Legal Age

You assert that you are of legal age to enter into this Agreement and that you have read and understand fully its Terms of Service.

Entire Agreement

The Service Agreement, including this TOS and any future modifications to its terms, constitutes the entire Agreement between you and Affiliated ComNet with regard to the Services. The Service Agreement governs any and all use of our Service. It supersedes any prior Agreements between you and Affiliated ComNet and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

Severability

If any part of this TOS or the Service Agreement is legally declared invalid or unenforceable, all other parts of the TOS and the Service Agreement will remain valid and enforceable.

Informal Resolution of Disputes

Our Customer Support department will resolve Service concerns quickly and to your satisfaction. If you have a dispute or claim against us, you should first contact the Affiliated ComNet Customer Support department and the Affiliated ComNet Management personnel. In the event your dispute or claim is not resolved to your satisfaction, you may pursue options explained below.

Formal Resolution of Disputes Through Arbitration

Affiliated ComNet and you agree to arbitrate any and all disputes and claims between you and Affiliated ComNet arising out of the Service Agreement and the Service. This means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a court. These include, but are not limited to: disputes and claims arising out of or relating to any aspect of the relationship between you and Affiliated ComNet, whether based in contract, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the Termination of this Agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision.

Formal Notice of Disputes

A party who intends to seek arbitration must first send to the other party a written Notice of Dispute. A Notice of Dispute to Affiliated ComNet must be sent to Affiliated ComNet at the address specified on the "Contact Us" web page accessible from www.AffiliatedCom.com. A Notice of Dispute to you must be sent to you by email addressed to you at the last email address you registered with Affiliated ComNet. A Notice of Dispute must describe the nature and basis of the dispute and describe the relief



desired.

If we do not resolve the dispute within thirty (30) days after the Notice of Dispute is received, you or Affiliated ComNet may begin an arbitration proceeding. The American Arbitration Association ("AAA") shall administer the arbitration. You may contact the AAA by telephone at 1-800-778-7879, by email at Websitemail@adr.org, or by mail at 1633 Broadway, 10th Floor, New York, New York 10019. Arbitration shall be governed by the AAA's Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. All hearings conducted as part of the arbitration shall take place in Dallas, Texas. If your claim is for \$10,000 or less, you or Affiliated ComNet may request that the arbitration be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim is in excess of \$10,000, the right to a hearing will be determined by the AAA Rules. Because this Agreement is a transaction in interstate commerce, the Federal Arbitration Act ("FAA") shall govern the interpretation and enforcement of arbitration.

You and Affiliated ComNet agree that, by entering into this Agreement, you and Affiliated ComNet are waiving the right to a trial by jury. You and Affiliated ComNet agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Affiliated ComNet agree that you and Affiliated ComNet may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. You and Affiliated ComNet agree that, unless you and Affiliated ComNet agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding. Despite any other provision in this Agreement to the contrary, if this specific waiver of class actions provision, or any portion thereof, is found to be unenforceable, then the entirety of this dispute resolution and binding arbitration provision shall be null and void. Despite any other provision in this Agreement to the contrary, if Affiliated ComNet makes any substantive change to this arbitration provision, you may reject any such change and require Affiliated ComNet to adhere to the language in this provision.

Notwithstanding the arbitration clause above, you and we agree that:

- (i) you may take your dispute to small claims court, if your dispute qualifies for hearing by such court;
- (ii) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction;
- (iii) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of Service may be brought in a court of competent jurisdiction; and
- (iv) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of you or Affiliated ComNet, pending the completion of arbitration.

Changes to the Agreement

We may change the terms and conditions of this TOS from time to time. You agree that we may provide to you by use of email or other electronic communications required notices, Agreements, and other information concerning Affiliated ComNet, including changes to this TOS. We may give you notice of a change by posting the change on the home page of Affiliated ComNet (www.AffiliatedCom.com) or on your monthly bill, or by sending by e-mail or by other permitted communication. Such notices will be considered given and effective on the date notice of the change is posted or sent to you. These



changes will become binding on you on that date and we are not required to give you further notice. By using the Service after revisions are in effect, you accept and agree to all revisions. If you do not agree to the changes, you must Terminate your Service immediately. Termination fees and recovery fees will not be applicable to Termination of Service due to increases in Service Agreement prices or other material changes if your account is in good standing and you call us to Terminate within 30 days after receiving notice of the change. Increases in Usage Charges, or in taxes or surcharges such as the Federal Program Fee or discretionary billable add-ons or features, will not be subject to waivers of Termination fees and recovery fees. Any changes to this TOS supersede all previously agreed to electronic and written Terms of Service, including, without limitation, any terms included with the packaging of your Product. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of Services.

Privacy

Affiliated ComNet Service uses, in whole or in part, the public Internet, the public switched telephone network, and third party networks to transmit voice and other communications. Affiliated ComNet is not liable for any lack of privacy which you may experience from using our Service. Our complete Privacy Notice is available on our website, www.AffiliatedCom.com.

By signing a Service Agreement, you authorize us: (a) to investigate and/or review your credit history, including requesting a consumer report, for any purpose, including, but not limited to, your initial qualification for an account and your continued compliance with the Terms of Service for your Service Agreement; and (b) to share credit information about you with credit reporting agencies. Upon your request we will inform you whether or not we have requested a consumer report about you and, if a report was requested, the name and address of the consumer reporting agency.

Export Controls

You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of our Service or any Product to any destination, company, or person restricted or prohibited by U.S. export controls.

Copyright Notice

Our website content, our materials, Services, logos, Service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.