

DIGITAL PHONE SERVICE Customer Terms of Service

January 2026

Welcome to ACN Digital Phone Service (the 'Service') offered by ACN Communication Services, LLC, a Michigan limited liability company with offices at 10150 Mallard Creek Rd. Suite 400, Charlotte, NC 28262 ('ACN'), which includes related products or devices used in conjunction with the Service, including but not limited to, analog terminal adapters, or any other IP connection device used with the Service that is provided by ACN (collectively, 'Device' or 'Devices') Because ACN offers the Service under the trade name Flash Services, ,your billing statement(s) and other communications related to the Service may refer to Flash Services.

These Terms of Service ('Agreement') are between you ('you' or 'customer') and ACN for the use of the Service. You must enter into this Agreement by agreeing in the affirmative with one of our agents on a recorded call during the registration process in order to use the Service. If you do not affirmatively agree to be bound by the Agreement by agreeing in the affirmative with one of our agents on a recorded call, you will not be permitted to continue with the registration process. You understand that by verbally agreeing to the terms and conditions or any link required during the sign-up process, you are entering into a legally binding agreement with ACN under these terms. You hereby agree to the use of electronic communication in order to enter into contracts and to place orders, and agree to the electronic delivery of notices, policies and records of transactions initiated or completed with respect to the Service. You further waive any rights or requirements under any laws or regulations in any jurisdiction, to the extent permitted under applicable law, which require an original (i.e., non-electronic) signature or delivery or retention of non-electronic records.

If you are residing in a jurisdiction which restricts the use of Internet-based applications according to age, or which restricts the ability to enter into agreements such as this Agreement according to age and you are under such age of majority, you may not enter into this Agreement or use the Service. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to use the Service, you may not enter into this Agreement and you may not use the Service. By entering into this Agreement, you explicitly state that you have verified in your own jurisdiction that your use of the Service is allowed.

1. EMERGENCY SERVICES- 911/E911 DIALING – APPLICABLE TO VOIP SERVICE

For a description of 911/E911 limitations for ACN Digital Phone Service subscriber lines see below.

1.1 Limited Availability of Traditional 911/E911 Services

You acknowledge that ACN does not offer access to emergency services in a manner similar to that provided by wireline telephone services that are commonly referred to as either basic 911, or Enhanced 911 ('E911'). There are important limitations associated with this Service detailed throughout this Section 1. In some areas, the Service will provide the emergency operator with automatic location and callback information if you dial the digits 9-1-1. This is E911. In other areas, the Service will not provide the emergency operator with automatic location and call-back information if you dial the digits 9-1-1. This is basic 911. The type of service offered to each subscriber will be based on the type of service available at the subscriber's location. Given the Service's limitations, you should have an alternative means of accessing 911 services.

1.2 Notice

You should inform household residents, guests and other third parties that may be present at the location where you make use of the Service of the limitations associated with the Service's access to emergency services when the digits ' 9-1-1 ' are dialed. Specifically, you should advise such people of the potential unavailability and other limitations on basic 911 and/or E911, as detailed in this Agreement. Any Device that you use with the Service, along with any traditional telephone handsets connected to the Device, should include a warning sticker that informs any person who uses your account, with or without your permission, to access the Service (each a 'User') of the potential unavailability of 911 or E911 services.

1.3 Registration of Physical Location Required

When you register for the Service, you must provide ACN with the physical location where you will be using the Service (the 'Service Address'). UNLESS YOU HAVE PROVIDED ACN WITH PRIOR NOTICE THAT YOU ARE CHANGING YOUR ADDRESS, THE SERVICE IS AVAILABLE ONLY AT THE SERVICE ADDRESS. For your initial service, you will receive confirmation via email from ACN that your emergency services functionality has been successfully activated. For each additional phone number that you add to your service, it will be for the Service Address on the account. The Service Address does not vary by phone number. You will receive separate confirmations for each phone number that you register for emergency services functionality. You must advise ACN of your intent to move and request a change to your service address to ensure your 911 calling capability can be established at your new address. In the event that you use your Service at a location other than the Service Address associated with the phone number of the Service, any call you make to emergency services may be sent to an emergency center near your originally registered address and not your actual physical location. In this situation, the emergency center may not be able to transfer your call to the appropriate emergency operator and may not be able to contact the relevant parties to provide you with assistance. Given these limitations, you should have an alternative means of accessing 911 services.

1.4 E911 Arrangements

ACN contracts with third parties to provide access to emergency services that includes call-back and location information in some locations. This type of access to emergency services is not offered in all areas of the country but instead depends on the capabilities of each individual Public Safety Answering Point ('PSAP') as well as the ability of our third-party provider to offer such capabilities with VoIP calls. In those areas where offered and subject to the limitations of its third party providers, ACN, will route your emergency call to the PSAP with your telephone number and Service Address information (as provided at the time of Service sign-up). You hereby authorize ACN to disclose your name, telephone number, Service Address information, and other relevant identifying information to third-party service providers, including, but not limited to, call routers, call centers and PSAPs, for the purpose of dispatching emergency services personnel to your Service Address.

1.5 911 Service Outages

1.5.1 Service Outages Due to Power Failure or Disruption

The Service, including 911 dialing, does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 dialing. You acknowledge that ACN is not responsible for Service outages due to power failure or disruption or any other impediment to your usage of the Service, and any loss of service, including 911 dialing, which may result. In the event you lose Service as a result of power failure or disruption or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement. In the event of outages due to a power failure or disruption, you agree that ACN is not required to provide you any credits or any other form of remuneration for the disruption of your Service.

1.5.2 Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or Internet Service Provider ('ISP') Service.

Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 dialing, from functioning. You acknowledge that ACN is not responsible for Service outages due to Internet outage or suspension or termination of broadband or ISP service by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of Service, including 911 dialing, that may result. In the event you lose Service as a result of an Internet outage or suspension or termination of your broadband or ISP service provider or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement. You agree that ACN is not required to provide you any credits or any other form of remuneration for the disruption of your service in the event of outages resulting from outages, suspensions or termination of service by your broadband provider or ISP.

1.5.3 Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts

Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, ACN will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including 911 dialing, may not function. You acknowledge that ACN is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement. In the event of outages due to your broadband provider or ISP blocking the ports over which Service is provided, you agree that ACN is not required to provide you any credits or any other form of remuneration for the disruption of your Service.

1.5.4 Service Outage Due to Suspension or Termination of Your ACN Account

Service outages due to suspension or termination of your account will prevent all Service, including 911 dialing, from functioning.

1.5.5 Other Service Outages

If there is a Service outage for any reason, such outage will prevent all Service, including 911 dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

1.6 Network Congestion: Reduced Speed for Routing or Answering 911 Calls

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

1.7 Alternate 911 / E911 Arrangements

IF YOU CARE TO AVOID THE LIMITATIONS OF ACN'S SERVICE WITH RESPECT TO 911 DIALING, YOU SHOULD OBTAIN AN ALTERNATE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES, DEPENDING ON THE CAPABILITIES OF THE EMERGENCY RESPONSE CENTER RESPONSIBLE FOR YOUR LOCATION.

1.8 911 / E911 Limitation of Liability

IN NO EVENT SHALL ACN ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR ITS OFFICERS, DIRECTORS OR EMPLOYEES WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS. 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 ACN. ACN DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING OUR SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. ACN DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. ACN RELIES ON THIRD PARTIES TO ASSIST US IN ROUTING 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. ACN DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

2. SERVICE

2.1.1 Account, Password and Security. When you complete your registration, you agree to provide accurate, current, and complete information about yourself, including without limitation name, address and credit/debit card or other payment method information (the "Personal Data"), and to maintain and update your Personal Data to keep it accurate, current, and complete. You may maintain or update your Personal Data via your ACN Digital Phone Service online account. You agree that ACN shall have no obligation to verify the Personal Data. You agree that ACN may rely on your Personal Data as accurate, current, and complete and you consent to use of Personal Data for any purpose by ACN and others involved in provision of the Service. You agree that if your Personal Data is untrue, inaccurate, not current, or incomplete in any respect, that ACN shall have the right, without obligation and in addition to its other rights and remedies, to terminate your Service. For information regarding ACN's Privacy Policy and use of Personal Data, please go to acn.com. You also must choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify ACN immediately of any unauthorized use of your account or any other breach of security. ACN will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by ACN or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

2.1.2 Use of Service

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from using the Services. In addition, you agree that if you or any User uses the Service in a manner that violates or attempts to violate the Acceptable Use Policy, ACN reserves the right to terminate your Service and the Agreement immediately and without advance notice, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus a disconnect fee. You acknowledge and agree that all of such charges will immediately become due and payable and you consent to ACN, at ACN's discretion, immediately charging such amounts to your credit card or other payment method or electronically withdrawing such amounts from your bank account. You are liable for any and all use of the Service by yourself and any User. If ACN, in its sole discretion believes that you have violated the above restrictions, ACN may, in addition to its other rights and remedies, forward the objectionable material, as well as your communications with ACN and your Personal Data and other personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

2.1.3 Residential Use of Service and Device

If you subscribe to ACN's residential services, the Service and any associated Devices are provided to you solely for single family, normal residential, non-commercial use. Single family refers to you and those of your immediate family members who reside in your personal residence - e.g., spouse, domestic partner, and/or children. If you use the Service, any feature or the device in a way that is inconsistent with the normal use for your Service as defined in our Acceptable Use Policy ("AUP"), you will be required, at ACN's sole discretion, to pay the rates for the service, feature or plan that would apply to the way you used the service, feature or device, or terminate the plan. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. ACN reserves the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. If ACN terminates your Service for the foregoing reason, you agree to be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus a disconnect fee. You acknowledge and agree that all of such charges will immediately become due and payable and you consent to ACN, at ACN's discretion, immediately charging such

amounts to your credit card or other payment method or electronically withdrawing such amounts from your bank account.

2.1.4 Use of Service by Customers outside the United States

While we encourage use of the Service within the United States to call other countries, ACN does not presently offer or support the Service to customers located in other countries. If you use the Service or Device from any country other than the United States, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the Service by yourself or any person making use of the Service provided to you, including any related taxes, fees, and other charges.

ACN reserves the right, in addition to its other rights and remedies, to terminate your Service immediately and without advance notice if it determines that (i) you are using the Service or Device outside the United States and (ii) such use may adversely affect ACN, ACN's network, or any other ACN customer. If ACN terminates your Service for the foregoing reason, you agree to be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus a disconnect fee. You acknowledge and agree that all of such charges will immediately become due and payable and you consent to ACN, at ACN's discretion, immediately charging such amounts to your credit card or other payment method or electronically withdrawing such amounts from your bank account.

2.1.5 Blocking of Service

ACN may, without prior written notice, and consistent with applicable laws or regulations, block traffic to or from specific countries, cities, or NPA/NXX codes when ACN deems it necessary to take such blocking action to prevent, (i) the unlawful use of its services; (ii) the use of service in violation of this Agreement; (iii) nonpayment for service; (iv) high cost locations as determined solely by ACN; or, (v) network blockage or degradation of service to ACN's customers. Service will be restored as soon as it can be provided following resolution of the applicable issues as described herein.

2.1.6 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.2 Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by ACN

You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the VoIP Service requires a fully functional broadband connection to the Internet (which may not be provided by ACN) and that, accordingly, in the event of an outage of, or termination of service with or by, your ISP and/or broadband provider, the VoIP Service will not function, but that you will continue to be billed for the VoIP Service unless and until you or ACN terminate the VoIP Service in accordance with this Agreement.

Should there be an interruption in the power supply or Internet outage, the Service will not function until power is restored or the Internet 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 Internet outages will also prevent dialing to emergency service numbers including the E911 calling feature. Should ACN suspend or terminate your Service, the Service will not function until such time as ACN restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement). In the event of outages due to Internet or power failure, you agree that ACN is not required to provide you any credits or any other form of remuneration for the disruption of your Service. If ACN terminates your Service for the foregoing reason, you agree to be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus a disconnect fee. You acknowledge and agree that all of such charges will immediately become due and payable and you consent to ACN, at ACN's discretion, immediately charging such amounts to your credit card or other payment method or electronically withdrawing such amounts from your bank account.

2.3 Non-Voice Systems

You acknowledge that the Service is not set up to function without a dialing systems including digital video recording systems, home security systems, medical monitoring equipment, fax machines and satellite TV systems. **YOU AGREE THAT YOU HAVE NO CLAIM AGAINST ACN FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICE.**

2.4 Copyright / Trademark / Unauthorized Usage of Firmware or Software

2.4.1 Service Generally

The Service and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, and all services, information, documents and materials on ACN's website(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") incorporated into the Service are and shall remain the exclusive property of ACN or its providers and nothing in this Agreement shall grant you the right or license to use any of such marks. In addition, all intellectual property rights in any aspect of the Service, including without limitation all computer code, audio, graphics, multimedia, images, sounds, and text, are owned exclusively by ACN or its providers and are protected by United States copyright laws and international copyright treaty provisions. Any unauthorized use or appropriation of the intellectual property embodied in or incorporated into any aspect of the Service is expressly prohibited by law and may result in severe civil or criminal penalties. 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 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 are NOT allowed to use interface devices not provided by ACN and such devices will not work with the Service. Notwithstanding this prohibition, if for some reason you attempt to use the Service through an interface device not provided by ACN, you warrant and represent that you possess all required rights, including software and/ or firmware licenses, to use that interface device with the Service. Further, you agree that any such use of an interface device not provided by ACN excludes ACN from any liability from such use and further, you agree that any warranties that might otherwise apply to the Service are voided as a result of such use. 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.

2.5 Delivery of and Risk of Loss to Devices

To provide the Services, ACN may provide Device(s) to you. All Device shipments are F.O.B. ACN's facility. ACN's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to you upon delivery to the carrier who delivers the Device to your address. You will own any Device that is part of the Service and bear all risk of loss of, theft of, casualty to or damage to the Device subject to any limited manufacturer warranty provided. Any delivery and payment for delivery of the Device by ACN is solely performed as a convenience to you and in no way shifts the risk of loss or damage from you to ACN.

2.6 Cancellation and Returns

You have the right to return any initial order of a Device and cancel the Service within 3 days after ACN ships your order to you ("Cancellation Period"). If you cancel your service and return the device during the Cancellation Period To cancel, you MUST call ACN Customer Care at 877-226-1010. After the Cancellation Period, no Device may be returned by you for any reason without prior approval by ACN.

2.7 Tampering with the Service or Devices

You agree not to, and not to allow any User to, hack or disrupt the Service or Devices or to make any use of the Service or Devices that is inconsistent with its intended purpose or to attempt to do so.

2.8 Theft of Service

You shall notify us immediately, in writing or by calling ACN Customer Care at 877-226-1010, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized 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 ACN receives notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

2.9 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 provided by ACN. In addition, the Service is subject to different regulatory treatment than telephone service. You acknowledge and understand that this treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial governments or telecommunications regulatory agencies.

2.10 No 0+ Calling; May Not Support x11 Calling

ACN's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). ACN's Service may not support 311, 511, 976, 900 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

3. CHANGES TO THIS AGREEMENT

ACN may change this Agreement, including, Acceptable Use Policy, Privacy Policy, rates and fees applicable to the Service, from time to time, in its sole discretion. Notice of such changes will be deemed to be effective on the date the updated Agreement is posted to the ACN web site. You may review the current Agreement, including the [HSI Terms](#), Acceptable Use Policy, Privacy Policy, rates and fees applicable to the Service, at any time by visiting acn.com. Please review these documents at acn.com periodically to familiarize yourself with the most current version. Any such changes are incorporated as part of this Agreement. No amendment shall apply retroactively. This Agreement as posted supersedes all previously agreed to electronic and written versions of this Agreement.

4. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

4.1 Billing; Payment; Overage Charges

You must establish a valid payment method (credit card or debit card number from Visa, MasterCard, American Express, Discover or any other issuer, or other payment provider, then-accepted by ACN) when the Service is activated. ACN reserves the right, in its sole discretion, to stop accepting credit cards as other payment methods from one or more issuers and/or payment providers. If your payment method becomes invalid

for any reason, including without limitation if your 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 ACN promptly by either updating your payment information within the "Manage Bill Payments" section of your online account, contacting ACN Customer Care, or updating your funding source directly through your payment provider. Failure to maintain a valid payment method or to update your information could result in your Service being suspended. Upon subscription of the Service or when adding new Service(s), ACN will charge you for the first month of Service(s) upon activation and make necessary adjustments on the first or subsequent invoices, prorating the monthly charge(s) based on the actual bill cycle date of the Service(s). ACN will bill all charges, including without limitation, applicable rate plan minute allotment, applicable taxes and surcharges monthly in advance except for usage-based charges, including, without limitation, per minute charges for incoming toll free (e.g. 800, 877, etc.) calls and international calling usage charges that vary by country, which will be billed monthly in arrears, and any other charges which ACN bills in arrears to your select payment method, including but not limited to: activation fees, monthly Service fees, advanced feature charges, equipment purchases, disconnect fees and shipping charges. Any usage-based charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on ACN's website, acn.com. Service is intended for typical residential voice usage. Non-typical or non-voice usage may result in additional charges. ACN reserves the right to bill out of cycle for non-typical usage. You understand and agree that charges may vary month to month depending on usage, any applicable taxes and fees, and other amounts that become due from you to ACN. You understand that you have a right to receive notice of the amount and date of each payment due to ACN, but by your acceptance of these terms you hereby agree that you waive your right to such notice, and you agree that ACN is under no obligation to provide you with prior notice as to any charges.

4.2 Billing Disputes

You must notify ACN in writing within 7 days after receiving your credit card or other payment method statement if you dispute any ACN charges on that statement or such dispute will be deemed waived. Monthly bill itemization detail can be found at your Customer online account. You will not receive a separately itemized paper bill in the mail. Billing disputes should be delivered to the following address: support@acndigital.com.

4.3 Payment

ACN accepts payments only by credit card or debit card or other payment method acceptable to ACN. The initial placement of your order by verbally accepting these terms and conditions authorizes ACN to charge the credit or debit card account number or other payment method on file with ACN, including any changed information you have given ACN, if the card or other payment method expires or is replaced, or if you substitute a different card or payment method, for all amounts due from you to ACN. This authorization will remain valid until receipt by ACN and effectiveness of your written notice terminating ACN's authority to charge your payment method. Your written notice terminating ACN's authority to charge your payment method will become effective when ACN has received payment in full from you of all amounts due and owing in connection with your Service or any Device (including, if applicable, an Early Termination Fee and any costs for non-returned Devices). ACN may terminate your Service and this Agreement at any time in its sole discretion if you revoke ACN's authority to charge your payment method on file, if any charge to your credit or debit card or other payment method on file with ACN is declined or reversed, your credit or debit card or other payment method expires and you have not provided ACN with a valid replacement credit or debit card or other payment method or in case of any other non-payment of account charges. In connection with any termination, ACN may charge you for, without limitation, any unbilled usage or other amounts owed in connection with your Service, applicable Early Termination Fee, and non-returned Device costs. Any termination of Service leaves you **FULLY LIABLE TO ACN FOR ALL CHARGES ACCRUED BEFORE OR IN CONNECTION WITH TERMINATION** and for all costs incurred by ACN in collecting such amounts, such as (but not limited to) collection costs and attorneys' fees.

4.4 Termination/Discontinuance of Service

ACN reserves the right to change, suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of ACN or of a third-party provider to which ACN is subject), you will be responsible for, in addition to ACN's other rights and remedies, the full month's charges to the end of the current term, including without limitation unbilled charges, plus the disconnect fee, all of which immediately become due and payable.

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 and Devices. Such amounts are in addition to payment for the Service and will be billed to your credit or debit card or other payment method as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide ACN with an original certificate that satisfies applicable legal requirement attesting to tax exempt status. Tax exemption will only apply from and after the date ACN receives such valid certificate.

4.6 Fees Associated with Collection of Outstanding Balance

If your service is canceled or suspended for any reason, you are still responsible for all the outstanding charges for that service, including payment of any bills that remain outstanding after that date of cancellation or suspension. In the event that ACN incurs any fees or expenses,

including attorney's fees or collection agencies fees, collecting or attempting to collect, any charges owed ACN, ACN may collect from you all such fees and expenses reasonably incurred, including a Late Payment Fee on the unpaid charges.

4.7 Account Updater Service

ACN has implemented an "Account Updater Service" through a certified PCI compliant third party. The Account Updater Service allows ACN to obtain through a third party updated cardholder account information from participating card issuing banks. The Account Updater Service is designed to reduce card payment transaction declines due to outdated card information by automatically providing updated card information to ACN, allowing your subscription services to be provided without lapse. However, the Account Updater Service relies on the card issuers to provide updated information, and therefore may not work as intended if a card issuer does not participate or for any reason fails to provide updated information. You are automatically enrolled in the Account Updater Service by virtue of being an ACN customer, and you hereby agree and consent to your participation in the Account Updater Service. You agree and consent to ACN accessing and providing to third parties any account information necessary for use of the Account Updater Service. If you want to opt out of the Account Updater Service, meaning that your card issuer will not automatically provide your updated card information for use in the Account Updater Service, you must do so through your card issuer directly.

4.8 Fees; The following fees are currently imposed by ACN and are being specifically incorporated into this Agreement for additional clarification to you.

4.8.1 Regulatory Recovery Fee. A Regulatory Recovery Fee is not a tax or charge required or assessed by any government. The amount may be found on ACN's website and is subject to change from time to time without prior notice to you. This fee is used to offset costs incurred by ACN in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee may apply to every telephone line assigned, including toll free and virtual numbers.

4.8.2 Compliance Cost Recovery Fee. This fee is not a tax or charge required or assessed by any government. The amount may be found on ACN's website and is subject to change from time to time without prior notice to you. This fee is used to recover costs associated with compliance of local, state and federal tax requirements as well as those associated with anti-fraud protection, number portability, emergency 911 support and customer privacy protection. This fee is not a tax or charge required or assessed by any government. The Compliance Cost Recovery Fee may apply to every telephone line assigned, including toll free and virtual numbers.

4.8.3 FCC Regulatory Fee. This fee allows ACN to recover costs incurred by ACN from the US government to fund the administrative costs of the Federal Communication Commission (FCC). This cost applies to every telephone line assigned. The amount of the fee is subject to change by ACN from time to time without prior notice to you.

5. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

5.1 Limitation of Liability

IN ADDITION TO THE DISCLAIMERS OF LIABILITY ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL ACN, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AGENTS, PARTNERS, SUPPLIERS, OFFICERS, DIRECTORS OR EMPLOYEES (COLLECTIVELY, "PROVIDER PARTIES") BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING E911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED IN WHOLE OR IN PART BY ANY OF THE FOLLOWING: 1.) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY, INCLUDING BUT NOT LIMITED TO SUCH CARRIER, SERVICE PROVIDER, OR VENDOR'S UNDERLYING NETWORK MANAGEMENT PRACTICES; 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; TERRORISM, 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; 8.) OUTAGE OF CUSTOMER'S ISP OR BROADBAND SERVICE PROVIDER; 9.) ACT OR OMISSION OF CUSTOMER OR ANY PERSON USING THE SERVICE PROVIDED TO CUSTOMER; 10.) ANY OTHER CAUSE THAT IS BEYOND ACN'S CONTROL, INCLUDING WITHOUT LIMITATION A FAILURE OF OR DEFECT IN ANY SERVICE, THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS (INCLUDING WITHOUT LIMITATION 911 DIALING) TO BE CONNECTED OR COMPLETED, OR DEGRADATION OF VOICE QUALITY. ACN'S AGGREGATE LIABILITY FOR (I) ANY FAILURE OR MISTAKE; (II) ANY CLAIM WITH RESPECT TO ACN'S PERFORMANCE OR NONPERFORMANCE HEREUNDER OR (III) ANY ACN ACT OR OMISSION IN CONNECTION WITH THE SUBJECT MATTER HEREOF SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE SERVICE AFFECTED FOR AFFECTED TIME PERIOD. IN NO EVENT SHALL ANY PROVIDER PARTY BE LIABLE FOR ANY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL 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 E911 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, INFRINGEMENT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR

NOT ACN WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.2 Indemnification

Customer agrees to defend, indemnify and hold harmless each Provider Party (and, at ACN's option, either defend ACN and/ or its service providers or pay ACN and/or its service providers cost of defense) from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses of any nature whatsoever ("Liability"), including reasonable attorneys' fees, related to or arising from: (a) the use of the Service by Customer or any User; (b) any violation of applicable laws, regulations or this Agreement by you or any User; (c) negligent acts, errors or omissions by you or any User; (d) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of ACN; (e) claims for infringement of any intellectual property rights arising from your or any Users' use of the Service; (f) the use of the Services with any interface devices not provided by ACN; or (h) the absence, failure or outage of the Service, including the 911 emergency response service accessible through the Services, and/ or the inability of you or any User to be able to access emergency response center personnel, whether arising out of misrouting of 911 calls due to your failure to provide ACN with accurate and up-to-date Service Address information or other information or your failure to follow activation procedures for 911 calling. This Section 5.2 shall survive termination of this Agreement.

5.3 Disclaimer of Warranties

5.3.1 THE SERVICE AND THE DEVICES ARE PROVIDED "AS IS" AND PROVIDER PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE 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 OR THE DEVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, PROVIDER PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION, OR THAT THE SERVICE OR DEVICE ARE FREE FROM ANY VIRUS OR OTHER CODE THAT IS CONTAMINATING, MALICIOUS OR DESTRUCTIVE BY NATURE. NONE OF THE PROVIDER PARTIES WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ACN'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S CONTENT, 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 ACN'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY ACN OR ACN'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

5.4 No Third Party Beneficiaries

There are no third party beneficiaries to this Agreement. 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.

6. MISCELLANEOUS

6.1 Conflicts

In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. In accordance with Section 3, ACN reserves the right to modify the Service at any time to reflect any change in any governing law, applicable tariff or underlying network service or component affecting the Service.

6.2 Governing Law

Except as otherwise specified in this Agreement, the Agreement is governed by applicable federal law and the laws of the state of North Carolina, without regard to its conflicts of laws rules. Foreign laws do not apply. In addition, this Agreement will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act ("UCITA"), even if that law has been adopted in North Carolina, and application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are hereby excluded. All information available at acn.com is subject to U.S. export control laws and may also be subject to the laws of the country where you reside. All Services, Devices and publications are commercial in nature. Unless otherwise agreed, court proceedings must be in North Carolina, provided that if you bring a small claims action you may do so in the jurisdiction of your billing address.

6.3 Entire Agreement

Your Agreement with ACN constitutes the entire Agreement between ACN and you and supersedes all prior agreements, representations, and

understandings.

This Agreement can only be amended by ACN, as provided in this Agreement. No written or verbal statement, advertisement, or product description will contradict, interpret, or supplement this Agreement.

6.4 Severability

Each provision of this Agreement applies to the fullest extent permitted by applicable law. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

6.5 All notices required or permitted by this Agreement will be provided as follows:

Notices from ACN to you will be sent to your last known address as reflected in the company records of ACN, and provided by one of the following methods: (i) by U.S. mail, postage prepaid; (ii) by a notation on, or an insert with, your billing invoice; or (iii) with your prior consent, by email. Notices from you to ACN that are required to be in writing shall be mailed to ACN Customer Care at the address specified in the opening paragraph to this Agreement. Written notifications shall be deemed given: (i) three (3) business days after deposit of the notice in the United States mail, postage prepaid; or (ii) on the same business day, if sent to you by email. If you have any questions, complaints or claims regarding your Service, please contact ACN Customer Care at 877-226-1010.

7. DISPUTE RESOLUTION AND ARBITRATION. PLEASE READ THIS SECTION OF THESE TERMS CAREFULLY, AS IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION. YOU WILL CONTINUE TO HAVE CERTAIN RIGHTS TO SEEK RELIEF FROM AN APPROPRIATE GOVERNMENTAL REGULATORY AGENCY.

7.1 If you have a dispute arising from or relating to your Service, Device or invoice, or otherwise arising from or relating to this Agreement (a "Dispute"), please first call ACN Customer Care at 877-226-1010.

7.2 As evidenced by this Agreement, the Service is an interstate commerce transaction and this Section 7 is therefore governed by the Federal Arbitration Act. All Disputes (in any case, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) must be resolved by final and binding arbitration, pursuant to the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as in effect at the time of the arbitration, and as modified herein. You may contact AAA in writing at one of its locations. You may also obtain additional information about AAA and its procedures from AAA's website, at www.adr.org. Notwithstanding the foregoing, either you or ACN may bring an individual action against the other party in small claims court.

7.3 Prior to commencing an arbitration proceeding with the AAA, a party seeking to arbitrate any Dispute must send to the other party, via certified mail, a written Notice of Dispute ("Notice"). The Notice to ACN must be addressed to: ACN Customer Care, 10150 Mallard Creek Rd. Suite 400, Charlotte, NC 28262 ("Dispute Notice Address"). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) describe the specific relief sought. You and ACN each expressly agree to attempt to resolve any Dispute by first sending the Notice to the other party, prior to initiating or commencing an arbitration proceeding with the AAA.

7.4 If a Dispute is not satisfactorily resolved within sixty (60) days after the Notice is received, either party may then commence an arbitration proceeding with the AAA. Any Dispute must be brought within two (2) years after the date on which the basis for the Dispute first arises. Any arbitration proceeding shall be fully resolved within six (6) months from the date of commencement, unless otherwise agreed in writing.

7.5 In conducting the arbitration, and in making any award, the arbitrator will be bound by and must strictly enforce the terms of the Agreement, and will not expand, limit, or otherwise modify the terms of the Agreement. The arbitrator will not award damages that are not expressly authorized by the Agreement. The arbitrator will not have authority to award punitive or exemplary damages or attorneys' fees. You and ACN expressly waive any claims for an award of damages that are excluded under the Agreement.

7.6 The arbitration will be based only on 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 pursuant to the AAA's in-person, telephonic, or on-line procedures. If the amount involved in the Dispute is less than \$10,000, the arbitration will be conducted in the county of the last billing address of your Service. If the amount in dispute is \$10,000 or more, the arbitration will be conducted in Charlotte, North Carolina. You have the right to be represented by an attorney in any arbitration.

7.7 You must pay the applicable AAA filing fee when you submit your written request for arbitration to the AAA. Unless otherwise provided for in the AAA Rules, or in the arbitration award, all other administrative fees and expenses of arbitration, including the fees and expenses of the arbitrator, will be divided equally between you and ACN. The prevailing party may seek to recover from the other party the AAA's fees and the

expenses of the arbitrator. If you select an in-person, telephonic, or on-line arbitration process, you must pay your share of any higher administrative fees and costs for the process you select.

7.8 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 evidence presentation.

7.9 All post-award proceedings will be governed by the Federal Arbitration Act. Any award may be confirmed and enforced in any court of competent jurisdiction. The arbitration will be confidential. Neither you nor ACN may disclose the existence, content, or results of the arbitration, except to confirm and enforce the award, or as may be required by law.

7.10 **CLASS ARBITRATION WAIVER.** Each Dispute will be resolved on an individual basis. **YOU AND ACN SPECIFICALLY AGREE THAT YOU AND ACN MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLAIMANT**

7.11 **OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** This Agreement does not allow class or collective arbitrations even if applicable AAA rules would. **YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING ("Class Arbitration Waiver"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE 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. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT.**

8. **CLASS ACTION WAIVER.** In the event any claim proceeds in court rather than through arbitration, for any reason, both you and ACN agree that such Dispute will only be resolved on an individual basis ("Class Action Waiver"). **YOU AND ACN SPECIFICALLY AGREE THAT YOU AND ACN 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.**

9. **JURY TRIAL WAIVER.** To the extent any claim proceeds in court rather than through arbitration, for any reason, if not prohibited by applicable law, **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**