

1 Account Type Individual subscription Company subscription

2 Subscriber Information

Name _____
 Title _____
 Company _____
 Address _____
 City _____ State Zip
 E-Mail _____
 Phone Primary _____ Secondary _____

3 Service Plan and Set-up
 Plan details can be found at www.speechphone.net

PART 1
 Complete part 1 for an individual account. Write in the rate plan name.
 Virtual Assistant Plan Type: _____

	Quantity	Monthly Charges		Set-Up Fee	
		MRC	Total	Per Item	Total
			\$		\$
Receptionist			\$		\$
Departments			\$		\$
Custom Music on Hold			\$		\$
SoIP Device			\$		\$
Total MRC			\$	Total Set-up Fees	\$

PART 2
 Complete part 1 and 2 when ordering a company account.

4 Payment Information
 (Choose one of the following payment methods)

Please Charge Credit Card/Check Card

Name on Card _____
 Card Number _____
 Expiry Date / mm/yyyy
 Type of Card Visa Mastercard
 Amex Discover

Enter credit card billing address below

Please Debit Company Bank Account

Account Name _____
 Name of Bank _____
 Account Number _____
 Routing Number _____
 SSN or Federal Tax ID _____
 Drivers License State
 Date of Birth / / mm/dd/yyyy

Billing Address for Bank Statement/Credit Card

Same as subscriber address above

Address _____
 Address _____
 City _____
 State Zip

5 Signature

This form requires 2 signatures

As the subscriber identified above and/or the company representative I am authorized to make commitments on behalf of the company. As such I hereby agree to the terms and conditions of the SpeechPhone service agreement as identified on the reverse of this form as well as any subsequent changes posted at www.speechphone.net. I understand there is a 30-day notice period for cancelling this account.

Representative/
 Subscriber Signature **X** _____
 Date _____

Total Charges Due

Promotion Code _____

Total fees due on signing \$ _____
 (set-up fees)

Regular Monthly Charges \$ _____
 (First month charges will be pro-rated depending on account activation date)

Upon account activation, both the one time set-up fee and the monthly charges will be debited from payment account. Monthly charges will be pro-rated to cover the remaining days in the month.

I authorize SpeechPhone to automatically debit any incurred SpeechPhone Service charges from the bank account or credit card specified.

Account Holder Signature **X** _____
 Date _____

Account Representative Information

Name _____
 SpeechPhone # _____

SpeechPhone - FOR OFFICIAL USE ONLY

Reviewed by _____
 SpeechPhone Reviewer # _____

Terms and Conditions of Service

Overview; Eligibility.

Thank you (Subscriber) for choosing SpeechPhone LLC (Provider) to provide a voice activated telecommunications personal assistant and other related services, (the Service), as described in the materials provided. To subscribe to the Service, you must be at least 18 years old, if you are an individual, or a bona fide employee of a Subscriber that is a business entity with due authorization to sign and act on behalf of such entity.

Registration; Updated Information.

Subscriber is hereby identified as the individual or business entity, whose legal name has been entered on this form. Subscriber hereby confirms that it has provided current, true, accurate and complete data to Provider in the application for Service, as of the time of the signing of this Agreement. Subscriber consents to Provider distributing its registration data to third parties solely for purposes of billing, collecting and technical and other support services, in all events, relating to the provision of the Service to Subscriber, and as required by law or in the event Subscriber grants Provider the right to so provide such information to other third parties. Acceptance of this Agreement and continued use of the Service shall constitute your consent to the Privacy Policy and Provider's limited use of your personal information as more fully set forth in the Privacy Policy found at <http://www.speechphone.net/about/?p=privacy>

Agreement; Modification.

This Agreement provides the obligations and rules for Subscriber and Provider. Please note that Provider may unilaterally modify the terms of this Agreement (including, to reduce or expand the level or the breadth of Service), in its sole and absolute discretion, at any time by posting the revised copy of this Agreement to the Provider's web site at <http://www.speechphone.net/about/?p=serviceagreement>. Your continued use of the Service will confirm your consent to the terms and conditions of this Agreement as well as your acceptance of the changes Provider may make to the Agreement from time to time.

Right to Use; Ownership.

Provider will assign Subscriber a local telephone number or toll free number which is owned by Provider (Access Line). Subscriber shall have no right to sell, resell, port, reproduce, duplicate, copy, distribute, create derivative works or exploit for commercial purposes, the Service (or any portion thereof) or access to the Access Line, and shall not claim that it has any such right; provided, however, that certain limited rights may be transferred to Subscriber pursuant to the Termination clause of this agreement. All copyright or other intellectual property notices or legends shall not be removed from any Service material and no right to use any trademark is granted under this Agreement.

Right to Terminate or Suspend Service; Restrictions on Use.

Provider reserves and retains the right to reduce, restrict, terminate or suspend, with or without notice to Subscriber, the provision to Subscriber of the Service (and terminate or suspend Subscriber's access to the Access Line) in the event Subscriber uses the Service in a harmful, offensive manner or otherwise in violation of this Agreement, all in Provider's sole and absolute discretion. Without limiting the foregoing, Subscriber hereby acknowledges and agrees to abide by the usage policy on the web site at

<http://www.speechphone.net/about/?p=usage>. In addition, Provider may reduce, restrict, terminate or suspend the Service if: Subscriber is found to have made a false statement to Provider in the registration process or subsequently thereto; Subscriber fails to make any payment due hereunder; Subscriber becomes insolvent or is the subject of bankruptcy proceedings; Subscriber breaches any part of this Agreement; Provider is unable to verify Subscriber's credit or other information; or Provider believes or suspects that Subscriber is not adhering to the restrictions on use noted above.

Termination.

To cancel your service Subscriber needs to send an e-mail to customer support (support@speechphone.net). Subscriber's service will be canceled 30 days from Provider receiving the e-mail. As Subscriber pays at the beginning of every month for that month's service, Provider will refund on a pro-rated basis for any days after your effective cancellation date. If Subscriber has any outstanding charges for outbound minutes they will be deducted from any refund. If Subscribers outstanding charges exceed any refund then Provider will issue a separate bill and debit Subscribers account on record for these charges before closing your account. Upon written request of Subscriber, provided that the Subscriber's account has been paid in full, Provider shall assign the rights of ownership of the Access Line to Subscriber for purposes of porting the number to another service provider for a one-time fee of \$50. Any equipment provided by SpeechPhone, associated with the use of the SpeechPhone, or SoIP, service, must be returned to the SpeechPhone office upon termination. Failure to return any equipment within 30 days may be subject to additional charges.

Limited Liability.

THE SERVICE IS BEING PROVIDED HEREUNDER "AS IS" AND "AS AVAILABLE" AND PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR PERFORMANCE OR ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. In no event shall Provider be liable for, and Subscriber hereby releases Provider, including its officers, directors, investors, shareholders, employees, consultants, vendors, attorneys, accountants and advisors, from liability, WHETHER OR NOT DUE TO THE NEGLIGENCE OF PROVIDER, for: Any act or omission of any provider of service or facilities other than Provider; Mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through Provider; Any damage or injury caused by, or allegedly resulting from, the presence or use of any wireless telephone or other service provided by Provider, including, but not limited to, the presence or use thereof in any vehicle or on any property; Claims made against Subscriber by third parties; Damage caused by any suspension or termination of Service by Provider; Damage caused by failures or delays in the provision of, or making calls to, 911 or any other emergency service, where such service is available; or Any damage or injury arising from alleged negligence or willful misconduct of any third party, or including, without limitation, any directory assistance or internet service Provider. Provider shall not be liable for any indirect, punitive, special, incidental or consequential losses or damages you or any third party may suffer or incur caused by use of, or inability to make use of, service or equipment provided by or through Provider, such as, but not limited to: Loss of business, revenue or profits; Damages or losses as a result of your inability to fulfill agreements with third parties; Claims of personal injuries; or Injury to goodwill. PROVIDER'S SOLE LIABILITY, IF ANY, FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS OR ANY OTHER CAUSES, INCLUDING THE NEGLIGENCE OF PROVIDER, SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE MONTH'S SERVICE FEE FOR THE SERVICE PROVIDED HEREUNDER. To the full extent permitted by law, Subscriber hereby releases, indemnifies, and holds Provider, including its officers, directors, investors, shareholders, employees, consultants, vendors, attorneys, accountants and advisors harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, the Service provided by Provider or any person's use thereof, INCLUDING CLAIMS ARISING FROM IN WHOLE OR IN PART THE ALLEGED NEGLIGENCE OF PROVIDER, or any violation by Subscriber of the terms and conditions of this Agreement. This obligation of Subscriber shall survive the termination or provision of the Service hereunder. Provider is not liable to Subscriber for changes in operation, equipment or technology that cause Subscriber's equipment or software to be rendered obsolete or require modification.

Service Interruptions and Limitations.

Provider has selected telecommunications carriers to provide wholesale origination, transport and termination services for all of its subscribers and, therefore, the provision of the Service depends on various carriers, equipment, vendors and other circumstances which are not under the direct control of Provider. Subscriber acknowledges and agrees that access to the Access Line and the provision of the Service is subject to factors outside of Provider's control and that Provider will not be responsible for any unavailability of the Access Line or any inability of Subscriber to utilize the Service. Provider does not guarantee uninterrupted service. In addition, the quality of voice service may vary because of mobile access, lack of wireless coverage, weather conditions, radio frequency, satellite transmissions and other reasons outside of Provider's control. Subscriber acknowledges that any data or other information obtained through the use of the Service are at Subscriber's sole risk and discretion and Provider will not be liable for responsible for any damage to Subscriber or Subscriber's property.

Pass-code & Security.

Subscriber acknowledges that Provider has taken all reasonable precautions to protect the secure use of the Service by Subscriber utilizing an individual pass-code system. Subscriber will choose an initial pass-code, which it is entitled and encouraged, at any time, to change as many times and as desired without cost. Subscriber shall be responsible for protecting its private pass-code and will be solely responsible for any damage caused by unauthorized access of its Service. Provider may temporarily interrupt service if abnormal or excessive use is detected. Generally, any and all Subscriber use in excess of \$120 per month will be carefully monitored. Provider will notify Subscriber via email of any abnormal or excess use patterns detected but the failure to so notify Subscriber shall neither impair Provider's right to terminate or suspend the Service nor Subscriber's obligation to pay fees hereunder. Subscriber shall immediately notify Provider if any unauthorized use of the Subscriber's account has occurred or of any other breach of security.

Payment for Service.

Subscriber understands that the Service is available on a pre-paid basis only. Subscriber understands and agrees that Provider or its designee is authorized to automatically debit Subscriber's checking account or credit card as indicated by the Subscribers request and authorization contained in this form. Provider and its designee shall debit the Subscriber bank or credit account, as applicable, at the beginning of each monthly service period. If the debit transaction fails to be approved by Subscriber's bank and or credit company, Provider may interrupt service or, at its sole and absolute discretion, terminate service for non-payment. Failure to restore access with a valid checking account or credit card within ten (10) days will result in automatic termination of service without re-instatement. After thirty (30) days the subscriber number maybe re-assigned to another subscriber.

Service Plan.

The Service Plan will be billed as a Fixed Monthly Service Charge (FMSC). Each Service Plan includes unlimited system use, excluding outbound calls. A specific number of outbound calling minutes are included with each FMSC package, as documented at <http://www.speechphone.net/individuals/?p=rates> FMSC will automatically be debited from subscribers account on the 1st of each calendar month. Provider will bill each Subscriber for any and all Additional Minutes of Use (AMOU) used in excess of the FMOU. All AMOU will be billed at the prevailing rates published at the time of use and will be debited from Subscribers account on the 1st of the following calendar month. Rate Subject to Change. Provider reserves the right to change the FMOU and/or AMOU rates charged for on-going access to this service. Notice shall be deemed automatically given when new rates are posted at <http://www.speechphone.net/individuals/?p=rates>. All rate changes posted will automatically become effective on the next billing cycle for all subscriber's on a specific Rate Plan. **Unlimited Usage Plans.** All unlimited use plans are bound by average use by the population of subscribers using the plan. If any one subscriber exceeds 25% over and above the average usage of the population of subscribers then their account is subject to investigation for fraudulent use outside the terms and conditions of <http://www.speechphone.net/about/?p=usage>. reserves the right to terminate or charge the user for such excessive use. **Activation Fee.** A one-time activation fee, as specified on the web site at <http://www.speechphone.net/>, shall become due immediately upon activation of the Service to Subscriber.

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

Billing Records / Electronic Statements/Billing Disputes

Provider does not print nor mail any billing records. All billing records can be accessed via web-browser. Current billing records are kept for ninety (90) days. Subscriber must contact Provider within ten (10) days of account debit to register any complaint or billing dispute. Provider shall review the billing dispute request and will render a decision within thirty (30) days at its sole and absolute discretion. Subscriber will be obligated to pay Provider any and all disputed amounts unless Provider notifies Subscriber, in writing that it has been relieved of the obligation to pay such disputed amounts. Provider reserves the right to refuse service to any individual or business entity which Provider, in its sole and absolute discretion, deems to be a credit risk, likely to become a credit risk or continues to dispute charges.

Attorneys Fees / Cost of Enforcement.

In the event either party brings an action in a court of law, the prevailing party shall be entitled to reasonable attorney's fees plus collection costs, if any, plus interest and/or late fees to the maximum amount permitted by law.

Choice of Law; Venue.

This Agreement shall become effective once submitted or accepted electronically via the internet, when accepted by SpeechPhone LLC as approved. If any action is brought in a court of law, the laws of the State of Delaware shall apply; however, SpeechPhone LLC shall have the right to choose venue in Southern California, Texas or Delaware at its discretion based on the local resources available.

Entire Agreement.

This Service Agreement shall constitute the entire agreement between the parties with respect to the subject matter contained hereby, shall supercede any and all previous agreements either written or oral and shall continue in full force in effect unless or until the parties enter into a subsequent written agreement duly authorized and signed by the parties hereto and evidenced by the date affixed therein. No other agreements either oral or written shall be deemed valid or of any force of affect unless duly signed by the authorized parties hereto as evidenced by duly executed copies in duplicate.

General.

Provider expressly reserves and retains all rights it may have in law or equity which are not expressly granted under this Agreement. The Service may not be assigned, licensed, leased or otherwise transferred by the Subscriber to any third party.