



## **Business Class VoIP Service Agreement Terms and Conditions**

This Service Subscriber Agreement ("Agreement") is entered into by Dyna Ring, LLC (Dyna Ring), and an end user of Dyna Ring's enhanced voice communications services as described below. This Agreement covers the services described below as well as any devices provided by Dyna Ring for use in conjunction with the services, including but not limited to the "Dyna Ring Equipment" (As defined in this Agreement). In this Agreement, "you", "your" and "Customer" mean the customer of Dyna Ring and its services defined below, and "Dyna Ring," "we," "our," and "us" mean Dyna Ring, LLC, and any Dyna Ring affiliates, agents and or vendors authorized by Dyna Ring to provide you with Dyna Ring services.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THOSE PERTINENT TO 911 EMERGENCY DIALING, AND TO THE PRICES, CHARGES, TERMS AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS, INCLUDED IN MARKETING AND INFORMATIONAL MATERIALS ASSOCIATED WITH YOUR OFFER, AND ON THE DYNA RING SERVICE WEB SITE, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE REFERENCED TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING DYNA RING AT 1-210-782-8800 OR SENDING AN EMAIL TO DISCONNECTS@DYNARING.CO.

### **1. Service Description**

Dyna Ring VOIP Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ("IP") and carried, in part, over high-speed Internet access, also known as broadband Internet service. This service is often generically referred to as "Voice over IP", "VOIP", "Voice over Net", or "VON". It is separate and distinct from standard Dyna Ring broadband service offerings notwithstanding whether a VOIP service and broadband service are billed together or as a bundle. THE SERVICE CANNOT BE USED TO MAKE OPERATOR-ASSISTED, COLLECT CALLS, 900/976 calls or International calls unless otherwise provided for herein or in a separate agreement.

### **2. Service Requirements**

Dyna Ring VOIP Service requires use of (a) specialized customer premises equipment (the "Dyna Ring Equipment") whether obtained through Dyna Ring or a third party, that allows VOIP connectivity either through a specialized telephone or, by utilizing a telephone adapter, from a regular telephone handset (which you need to supply) to your broadband connection, and (b) a broadband connection. Dyna Ring does not guarantee that the service will be continuous or error-free based on various technical requirements such as the need for power supply. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

### **3. Dyna Ring VOIP Service 911 Emergency Dialing**

a. PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF DYNA RING VOIP 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E-911 CALLS. TRADITIONAL WIRELINE 911 and E-911 CALLS MAY NOT BE MADE FROM YOUR VOIP LINES PROVIDED THROUGH THIS AGREEMENT. YOU ACKNOWLEDGE THAT DYNA RING HAS INFORMED YOU THAT THE SERVICE DOES NOT SUPPORT TRADITIONAL WIRELINE 911 OR E-911. MOREOVER, YOU AGREE TO ADVISE ALL INDIVIDUALS OF THIS LIMITATION WHO MAY HAVE OCCASION TO PLACE CALLS OVER THIS SERVICE FROM THE LOCATION AT WHICH YOU HAVE INSTALLED IT. YOU ACKNOWLEDGE AND UNDERSTAND THAT DYNA RING VOIP SERVICE DOES OFFER A LIMITED 911-TYPE SERVICE AND, DEPENDING ON YOUR LOCATION AND PHONE NUMBER, MAY OFFER YOU A LIMITED E-911-TYPE SERVICE. NOTWITHSTANDING SUCH LIMITED OFFERINGS, YOU ACKNOWLEDGE AND UNDERSTAND THAT ALL SUCH 911-TYPE DIALING SERVICES DIFFER IN IMPORTANT RESPECTS FROM TRADITIONAL WIRELINE 911 SERVICE, AS DESCRIBED HEREIN. DYNA RING VOIP 911 EMERGENCY DIALING IS ONLY AVAILABLE ON DYNA RING VOIP CERTIFIED DEVICES OR EQUIPMENT AND UPON COMPLETION OF ORDER PROCESSING.

b. LIMITED 911 AND E911-TYPE DIALING CAPABILITIES WITH DYNA RING VOIP SERVICE WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING DYNA RING VOIP SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL WIRELINE 911 DIALING. THE DISPATCHER WILL BE LOCATED AT EITHER A PUBLIC SAFETY ANSWERING POINT (PSAP) OR OTHER PSAP OR LOCAL OR REGIONAL EMERGENCY

SERVICE PERSONNEL DESIGNATED FOR WIRELESS SERVICES FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY ANSWERING SERVICES. IN ADDITION, DYNA RING VOIP 911 SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL WIRELINE 911 SERVICE AS FOLLOWS: DYNA RING VOIP 911 SERVICE WILL NOT FUNCTION IF YOUR EQUIPMENT FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR DYNA RING VOIP SERVICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A BROADBAND SERVICE OUTAGE, POWER OUTAGE, OR SUSPENSION OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE DYNA RING EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR DYNA RING VOIP SERVICE, INCLUDING FOR 911 PURPOSES. THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING DYNA RING VOIP 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OF LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL. CONSEQUENTLY, SHOULD YOU DIAL 911 USING DYNA RING VOIP SERVICE, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). MOREOVER, YOU MUST TAKE CARE NOT TO DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL YOU BACK. IF YOU ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU. PROVISIONING OF THE 911-TYPE FUNCTIONALITY MAY TAKE ADDITIONAL TIME TO COMPLETE IN WHICH CASE ANY 911 CALLS DIALED BETWEEN INSTALLATION AND COMPLETION OF 911 PROVISIONING MAY NOT COMPLETE OR MAY BE FORWARDED TO A NON-PUBLIC, BACKUP EMERGENCY ANSWERING SERVICE. FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, THERE IS A GREATER POSSIBILITY THAT YOUR 911 CALL DIALED USING THE DYNA RING VOIP SERVICE WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL WIRELINE 911 CALLS. IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE YOUR DYNA RING EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR THE SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. IF YOU HAVE CALL FORWARDING, LOCATE ME, DO NOT DISTURB, OR OTHER FEATURES PROGRAMMED AND IN USE AT THE TIME YOU DIAL A 911 CALL, AND YOUR 911 CALL IS INTERRUPTED, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO CALL YOU BACK AT THE PHONE FROM WHICH YOU DIALED THE CALL. 911 DIALING WILL NOT FUNCTION CORRECTLY IF YOU MOVE YOUR DYNA RING EQUIPMENT TO A LOCATION OTHER THAN THAT PROVIDED WHEN YOU REGISTERED FOR THE SERVICE. IN SUCH EVENT, IN ORDER TO HAVE 911 CALLING ROUTED CORRECTLY, YOU MUST UPDATE YOUR SERVICE ADDRESS IN ACCORDANCE WITH THE INSTRUCTIONS ON THE DYNA RING VOIP SERVICE WEBSITE, OR BY CALLING 1-844-744-7464. YOU ACKNOWLEDGE AND UNDERSTAND THAT DYNA RING WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING YOUR SERVICE OR TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS DOCUMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DYNA RING, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING. YOU ACKNOWLEDGE THAT DYNA RING DOES NOT OFFER PRIMARY LINE OR LIFELINE SERVICES, AND THAT DYNA RING STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL WIRELINE 911 SERVICES. DISCLAIMERS REGARDING EMERGENCY ROUTING SERVICE ("ERS"). CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ERS MAY NOT FUNCTION CORRECTLY, OR AT ALL, IN THE FOLLOWING CIRCUMSTANCES:

- I. IF CUSTOMER'S PRODUCT OR NETWORK FAILS, IS NOT CONFIGURED CORRECTLY OR DOES NOT MEET THE SYSTEM SPECIFICATIONS FOR USE WITH THE SERVICES;
- II. IN THE EVENT OF A NETWORK OUTAGE OR EXTENDED POWER FAILURE THAT IT IS OUTSIDE THE CONTROL OF DYNA RING;
- III. IF CUSTOMER FAILS TO PROVIDE AND MAINTAIN ACCURATE DATA, AS APPLICABLE;
- IV. FOLLOWING THE SUSPENSION OR TERMINATION OF THE ERS IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN;
- V. IF THERE IS NETWORK CONGESTION THAT IS OUTSIDE THE CONTROL OF DYNA RING; OR
- VI. IF THE EMERGENCY DISPATCHER DOES NOT PROMPTLY OR PROPERLY ANSWER OR ROUTE THE CALL OR IF ERRORS OR OMISSIONS ARE MADE BY THE PSAP OR THE LOCAL EXCHANGE CARRIER SERVICING THE PSAP.

CUSTOMER ACKNOWLEDGES AND AGREES THAT DYNA RING WILL NOT BE LIABLE FOR ANY ERS OUTAGE, DEGRADATION OR ERROR, OR ANY INABILITY TO, OR DELAY IN, ACCESSING EMERGENCY SERVICE PERSONNEL DUE TO ANY OF THE CIRCUMSTANCES DESCRIBED HEREIN OR THE GENERAL CHARACTERISTICS AND LIMITATIONS OF EMERGENCY DIALING. CUSTOMER HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS DYNA RING AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS FROM ANY LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES AND COSTS (INCLUDING THE COST OF INVESTIGATION, DEFENSE, AND REASONABLE ATTORNEY'S FEES AND COURT COSTS) ARISING FROM ANY ACTIONS OR CLAIMS MADE AGAINST DYNA RING BY, OR ON BEHALF OF, CUSTOMER, A USER OR ANY THIRD PARTY RELATED TO ANY ERS OUTAGE, DEGRADATION OR ERROR, OR INABILITY TO, OR DELAY IN, ACCESSING EMERGENCY SERVICE PERSONNEL, FOR THE REASONS SET OUT IN THIS SECTION.

#### 4. Other Service Distinctions

a. Privacy and Security. VOIP utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Dyna Ring cannot guarantee that the VOIP is completely secure. However, Dyna Ring will make all reasonable efforts to keep the VOIP secure and notify customer via writing of any breach of the security that may occur within 24 hours from when Dyna Ring learns of such breach. Dyna Ring always respects your privacy and treats the content of all communications as private. Provided, customer understands that Dyna Ring will comply with any valid subpoenas that are issued by a court of law that requests such content, or such content may be required to be retrieved as part of a troubleshooting request made by customer.

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

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

d. Home Security Systems and other Non-Voice Communications Equipment. Home security systems and medical monitoring equipment are not compatible with Dyna Ring VOIP Service. Other non-voice communications equipment, including but not limited to, devices set up to make automatic phone calls, fax machines, and modems may not be compatible with Dyna Ring VOIP Service. By accepting this Agreement, you use the Service at your own risk and waive any claim against Dyna Ring for interference with or disruption of such systems due to the Services.

e. Local Number Portability. If you are porting an existing telephone that is currently subscribed to a carrier other than Dyna Ring for local, local toll and/or long distances telecommunications services, to Dyna Ring VOIP Service, the terms and conditions of this paragraph shall apply:

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

2) You should keep another phone connected to an existing phone extension at your service location until the Port Effective Date, after which you will be able to both make and receive calls using the Dyna Ring VOIP Service; and

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

#### 5. Use of Service

a. Lawful, Non Fraudulent Use of Service and TA. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers; or (2) avoids your obligation to pay for communication services. If Dyna Ring has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. The Dyna Ring Equipment is intended for use only in the United States. If you remove the Dyna Ring Equipment to a country other than the United States and attempt to use the Service from there, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. Dyna Ring reserves the right to terminate your service immediately and without advance notice if you violate the above restrictions, leaving you responsible for all outstanding charges, all of which immediately become due and payable.

b. Theft of Dyna Ring Equipment or Service. You agree to notify Dyna Ring immediately, in writing or by calling Dyna Ring customer service, if the Dyna Ring Equipment is stolen or if you become aware at any time that your service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of any such theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you.

c. Prohibited Uses of Service and "Fair Use". You are expressly prohibited from reselling or transferring the Service or Dyna Ring Equipment to any other person for any purpose, without express written permission from Dyna Ring in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal business, home office, or residential usage patterns. In addition, connection of your Service to a device which converts use of the Service to an outbound trunk line by more than one individual is prohibited. If Dyna Ring determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for any of the aforementioned purposes, Dyna Ring reserves the right, without advance notice, to immediately terminate or modify the Service, or to change your calling plan to a different offer on a prospective basis, and in addition, to assess additional charges for each month in which excessive usage occurred. Please note, however, that your use of the service is also subject to the following "Fair Use" policy. You will be in violation of this policy if, within any thirty (30) day period, your usage, measured by minutes of use from the VoIP service terminated to the public switched telephone network (PSTN) exceeds more than two (2) times the average level of usage of Dyna Ring's VoIP service customers. If determined by us in our sole discretion that you have exceeded the "Fair Use" limit, you will automatically be charged \$0.025 per minute in excess of the fair usage limit. Customer will be given immediate written notice of the over usage. Customer will have the right to dispute the over usage within 24 hours of the notification of the over usage. Both customer and Dyna Ring agree to mitigate the dispute in a reasonable and fair manner as to insure uninterrupted and continuous service to customer within a reasonable period of time from the point at which the dispute began. Customer agrees that any failure of Dyna Ring to enforce this provision shall not be deemed to be a waiver to enforce this provision in the future.

d. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software. The Service and Dyna Ring Equipment and any software or firmware used to provide the Service or provided to you in conjunction with providing the Service, or incorporated into the Dyna Ring Equipment, and all Services, information, documents and materials on Dyna Ring's web site(s) shall not be copied or reproduced in any manner other than to assist in the utilization of the Service. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of Dyna Ring are and shall remain the exclusive property of Dyna Ring and nothing in this Agreement shall grant you the right to use or license to use such Marks. You acknowledge that you have not been provided any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Dyna Ring Equipment, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Dyna Ring Equipment is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by Dyna Ring, which Dyna Ring reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Dyna Ring against any and all liability arising out of your use of such interface device with the Service including, but not limited to, risk of toll fraud such as fraud caused by Customer's equipment/software being hacked by a third-party.

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

#### 6. Renewal /Termination

This agreement shall be for the term on the "service agreement and sales order". Such term shall begin on the date Dyna Ring activates the Service outlined in this agreement. This agreement, upon expiration, may be renewed by Customer at its sole discretion, provided Customer agrees to give Dyna Ring thirty (30) days written before the end of the current term to renew. Such termination shall be effective upon the end of the current billing cycle, and any applicable termination fees as outlined in this Agreement shall then be due and payable. If timely notice to terminate is not provided, the agreement shall renew for a successive one-year term.

## 7. Early Termination Fee

If service is terminated, either in whole or in part, prior to the selected term expiration, then Customer shall pay an early termination fee, as liquidated damages, equal to the total number of remaining months in the term of the applicable Service Order(s), multiplied by the monthly recurring charges, to be paid by the customer at the contracted rate. Customer understands that a request to move service from the Customer's current location to another location that Dyna Ring determines cannot be economically served by Dyna Ring, shall constitute termination of service by Customer or may be subject to a relocation charge. If Customer is terminated due to non-payment, the Early Termination Fee outlined herein applies.

## 8. Other Charges

Orders requiring the shipment of hardware, e.g. customer premises equipment, will be subject to a \$20.00 shipping and handling charge. Shipping and handling charges are non-refundable. If Customer refuses the charges outlined in this Agreement or back charges them by the credit card company, customer agrees to pay an additional \$200.00, and authorizes Dyna Ring to assess this charge to the Customer Credit Card. Customer also agrees to pay all collection fees required to collect any overdue, refused, or back-charged fees associated with this Agreement.

## 9. Equipment and Software

a. Dyna Ring shall not be responsible for the installation, operation, or maintenance of customer premise equipment (CPE) or other equipment or software (including without limitation, cabling) not provided by Dyna Ring (collectively, "non-Dyna Ring equipment or software"). Customer shall be responsible for the use and compatibility of the non-Dyna Ring equipment or software. Impairment of the Customer's use of the services due to non-Dyna Ring equipment or software shall not relieve Customer of any obligations hereunder. Dyna Ring shall not be responsible for any changes in service which may cause non-Dyna Ring equipment or software to become obsolete, require modification or alteration, or which may otherwise impact performance of equipment or software.

b. Other than any software and hardware provided to you by Dyna Ring and any revised version thereof that you choose to use, you must provide all equipment, devices and software necessary to receive the Service. Due to the infinite number of possible combinations of hardware and software, you are responsible for the compatibility of your system with the Service.

## 10. Payment

Inclusion of a credit card number on this agreement hereby authorizes Dyna Ring to charge all setup, service, and monthly charges (including any renewal of this Service) to Customer's Credit Card, without further notice to the Customer. Any balance exceeding 30 days past-due will be billed a 1.5% per month finance charge. Inclusion of Customer's tax identification number or social security number authorizes Dyna Ring, Inc. to access your business/personal credit report to make judgments on credit worthiness before services are extended. Dyna Ring reserves the right to request up to a three-month security deposit if Dyna Ring determines, at its discretion, that such a deposit is warranted. A minimum of \$100.00 disconnect/reconnect fees will be assessed on all balances exceeding 45 days past due, plus applicable finance charges. Dyna Ring reserves the right to terminate service without warning to any customer with an outstanding balance exceeding 45 days past due.

## 11. Limitations of Liability

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

b. DYNA RING'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF DYNA RING RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY DYNA RING'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF DYNA RING'S WILLFUL OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS OR REVENUE OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION. DYNA RING AND OUR EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR LOSS OF PROFITS OR REVENUE OR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS.

c. DYNA RING SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY WIRING, SOFTWARE DOWNLOAD OR OTHER WORK ASSOCIATED WITH ENABLING THE SERVICE OR CREATING EXTENSIONS THERETO.

d. DYNA RING SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS, DAMAGE, LIABILITY, CLAIM OR EXPENSE ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, THE SERVICES, OR DYNA RING EQUIPMENT. MOREOVER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT DYNA RING WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DYNA RING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE AND/OR SOFTWARE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/ OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE AND/OR SOFTWARE, OR (f) ANY OTHER MATTER RELATING TO THE SERVICE AND/OR SOFTWARE.

e. DYNA RING DOES NOT GUARANTEE ACTUAL DATES OF INSTALLATION, OR DATES OF SERVICE DELIVERY. ANY DATES QUOTED BY A DYNA RING REPRESENTATIVE ARE MEANT AS ESTIMATES ONLY. DYNA RING SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM, OR EXPENSE ARISING OUT OF OR IN RELATION TO INSTALLATION DATES, TIMES, OR ANY OTHER SCHEDULING FACTORS.

#### 12. Customer Installation Waiver

a. Customer understands that customer will be required to physically install their voice equipment and, in the case of the sip trunks, analog or PRI handoff, it is Customer's responsibility to coordinate installation and configuration with their telephone vendor and take steps necessary to secure such equipment to be protected against the hacking of such equipment and/or use of the equipment to make unauthorized calls.

#### 13. Indemnity

YOU AGREE TO INDEMNIFY DYNA RING AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, CO-BRANDERS OR OTHER PARTNERS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF CONTENT YOU SUBMIT, POST, TRANSMIT OR MAKE AVAILABLE THROUGH THE SERVICE, YOUR USE OF THE SERVICE, YOUR CONNECTION TO THE SERVICE, YOUR VIOLATION OF THIS SERVICE AGREEMENT, YOUR VIOLATION OF THE ACCEPTABLE USE POLICY, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

#### 14. Customer Premises Equipment Return Policy

a. Equipment purchased from Dyna Ring and returned within twenty (20) days from the date of purchase with the original shipping invoice are eligible for refund or exchange. No refunds or exchanges are allowed after twenty (20) days from the date of purchase. All items must be in new condition, including the original box, packaging, manuals and accessories. Products deemed defective after the 20-day period outlined above may be under Manufacturer's warranty, consult your owner's manual for details.

b. An open box fee equal to 25% of the purchase price will be charged on any opened item, unless the item is defective and exchanged for the exact same item (fee not applicable in Hawaii). The 25% open box fee will be assessed at the time of refund or exchange.

c. Dyna Ring will not accept the return or exchange of any item if the UPC code has been removed from the packaging.

d. Refunds on hardware will be issued in the form of in-house account credit, unless otherwise requested and agreed to by Dyna Ring. Refunds on purchases made with a credit card will only be made as in-house account credit or as a credit to the same card.

#### 15. Notices

All notices given by any party or required under this agreement shall be in writing and addressed to:  
Dyna Ring, LLC  
10003 NW Military Hwy, Suite 2213  
San Antonio, TX 78231

#### 16. Termination For Cause

Dyna Ring may immediately terminate all or a portion of your service, or suspend any or all access to all or a portion of the service, without notice, for conduct that Dyna Ring believes is: (a) illegal, fraudulent, harassing or abusive; (b) a violation of these Terms and Conditions, or any policies or guidelines posted by Dyna Ring on the service; (c) harmful to other users, third parties, the service, or the business interests of Dyna Ring; or (d) non-payment of services when you are past due on any invoice by more than 15 days. If Dyna Ring has terminated a portion, but not all, of your access to the service for the foregoing reasons, you will nevertheless be responsible for the all charges for the service. Use of a service for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to the Customer. If you file a claim against Dyna Ring, or a claim that in any way involves Dyna Ring, then Dyna Ring may terminate your service. Upon termination of your service, Dyna Ring will have no obligation to notify any third parties nor will Dyna Ring be responsible for any damages that may result or arise out of termination of your service. Termination or suspension by Dyna Ring of service to a Customer also constitutes termination or suspension (as applicable) of that Customer's license to use the Software. If Dyna Ring terminates your contract for cause, all remaining payments of your contract will be due within 90 days of termination under this Section.

#### 17. Modifications To Service

Dyna Ring reserves the right to reasonably modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof) with written notice to Customer immediately upon Dyna Ring's decision to take such action. You agree that Dyna Ring will not be liable to you or to any third party for any such reasonable modification, suspension or discontinuation of the Service.

#### 18. Additional Agreements

a. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.

b. The Customer may not sell, transfer, or assign this agreement without the prior written consent of Dyna Ring

c. Any alterations made to this Agreement by the Customer are null and void without the signature of an authorized Dyna Ring employee. Furthermore, the signed contract will remain in force (less the Customer alterations) according to the terms of Dyna Ring's contract version

d. Customer agrees that by signing an agreement referencing these terms, customer is bound to all terms and conditions as outlined in this agreement.

e. The section titles and paragraph headings in these Terms and Conditions are for convenience only and have no legal or contractual effect.

f. Customer agrees that Dyna Ring may, with reasonable written notice to Customer, assign its agreement to an affiliate or other third party.

#### 19. Disclaimer Of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THE SERVICE AND/OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DYNA RING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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

c. DYNA RING MAKES NO WARRANTY THAT (i) THE SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL AND/OR SOFTWARE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE, BUT WITHOUT LIMITATION, DYNA RING DOES NOT WARRANT THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU), (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DYNA RING OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

#### 20. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 WILL NOT APPLY TO YOU IF THEY ARE PROHIBITED BY THE APPLICABLE LAW.

#### 21. Billing and Payment for Service

a. Monthly Billing. Dyna Ring will render to your monthly on-line bills for Dyna Ring VOIP Service, with the following charges:

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

2. Any additional calls which are not included in the monthly fee, charged on a per minute usage basis.

3. Depending on your calling plan and method of installation, you may also be charged for activation, early termination, plan change, separate features, modifying features on your account, inside wire and installation, disconnect and/or other fees, as further described in the marketing materials or your signed contract pertinent to your offer. If an early termination fee applies to your offer, it will not apply if you cancel your service less than 30 days after the date we commence billing for your service. You may incur charges or experience a change in the terms of your plan offer if you change your phone number after your Dyna Ring VOIP Service has been activated. Where you obtained your equipment directly from Dyna Ring, Dyna Ring also reserves the right to charge for shipping and handling charges associated with the equipment. All fees and charges will be billed in advance except for usage-based charges and any other charges which Dyna Ring decides to not advance bill, all of which will be billed monthly, in arrears.

b. Payment Method. You authorize Dyna Ring to charge any amounts payable by you in connection with your use of the Service automatically by credit card. Your right to use the Service is subject to any limits established by your credit card issuer. Your charges and credits issued in accordance with Section 21(a) above will appear on an online billing, or via mailings.

c. Commencement of Billing. You understand that you are responsible for self-installing the Dyna Ring Equipment upon receipt. It is recommended that you complete installation of the Dyna Ring Equipment promptly because you will be responsible for full payment for the charges on your Dyna Ring bill even if you have not yet installed the Dyna Ring Equipment and used the Service at the time the bill is rendered.

d. Price Changes. We may change the prices and charges for the Services, including those associated with certain features. Dyna Ring agrees that Customer will have the right to terminate this Agreement with no further obligations owed (including but not limited to remaining service charges or fees) with reasonable written notice to Dyna Ring if Dyna Ring materially increases the agreed upon monthly contract price.

e. International Toll Calling Rates. International toll calling rates are subject to change and will be updated monthly on or about the first of each month. No further notice shall be provided for changes to international toll calling rates.

f. Charges and Billing. Charges accrue through a full billing period. To determine the charge for each international call, the call will be rounded up to the next full minute for any fraction of minutes used. Dyna Ring will determine the format of the bill and the billing period and may change both the bill format and the billing period from time to time.

g. Failure to Pay. Dyna Ring may suspend, restrict, or cancel the Services and this Agreement, without advance notice, if you do not make payments for current or prior bills by the required due date. Service suspension or cancellation will result in your loss of the number associated with the Service.



h. Late Payment Charge. We may add interest charges to any past-due amounts at the lower of 1.5% per month or the maximum rate allowed by state law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full "or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

i. Taxes and Other Charges. Dyna Ring will charge you for and you must pay any applicable taxes, fees, surcharges or other charges associated with using the Service, unless you can show with documentation satisfactory to us that you are exempt. Such charges will be in the amounts that federal, state and local authorities authorize to be billed.

j. No Credit Allowances for Interruption of Dyna Ring VOIP Service. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of Dyna Ring VOIP Service, including international calling services, will not be as stated in the Service Letter of Agency.

## 22. Dispute Resolution by Binding Arbitration

READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

Disputes, claims, or controversies arising out of or related to this Agreement shall be resolved in accordance with this provision. In the first instance the parties will attempt to resolve such disputes through open communication and dialogue. To this end, if a party has a concern about an actual or possible dispute, and there is not otherwise a reason to immediately give a Notice of Dispute, the concerned party will informally notify the other party of the nature of the dispute and explore the possibility of reaching an agreeable resolution, prior to initiating a Notice of Dispute. If the parties cannot resolve the matter by informal dialogue or there is a reason to give notice immediately, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute. After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. Mediation shall be conducted in San Antonio, Texas. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties. Any such arbitration shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## 23. Miscellaneous

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

b. Acts Beyond Our Control. Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. Governing Law. This Agreement is governed by the Federal Communications Act to the extent applicable, and otherwise, this Agreement will be governed by the laws of the State of Texas, without regard to its choice of law rules, except that the arbitration provisions in Section 22 are also governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

d. Changes to this Agreement. Dyna Ring may change this Agreement from time-to-time with reasonable written notice to Customer. If we make any material changes to the prices or charges, we will comply with our notice commitments described in this Agreement. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, YOU AGREE TO THE CHANGES. Where required by law in specific states, and subject to the requirements thereof, customers who cancel their service within the first three, five, seven, fifteen or other number of days specified by state law, as applicable, following acceptance of this Agreement, will be refunded all charges incurred with respect to their account.

#### 24. General Information

The Terms and Conditions referenced herein combined with your signed agreement referencing these terms and conditions constitute the entire agreement between Dyna Ring and you. These Terms and Conditions govern your use of the Service, superseding any prior agreements between you and Dyna Ring with respect to the subject matter of these Terms and Conditions. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms and Conditions and the relationship between you and Dyna Ring will be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and Dyna Ring agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Bexar, Texas. The failure of Dyna Ring to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.