MASTER SERVICE AGREEMENT
GENERAL TERMS OF SERVICES

These General Terms of Services are incorporated into, and along with the executed Service Order, constitute, the Master Services Agreement (the "Agreement") between Customer and Simplicity VOIP ("Simplicity").

By accessing or utilizing any of the Services or products offered by Simplicity, you agree to be bound by the terms of this Agreement. These Terms of Services supersede all earlier versions and require mandatory arbitration of disputes. Please read these Terms of Services carefully, as they describe your legal rights and obligations. This Agreement shall become effective as of the date of (1) your signature on a Service Order or your electronic signature on or acceptance of this Agreement, (2) the activation of your account or (3) your receipt of an e-mail from Simplicity confirming your order, whichever happens first. Customer maybe be referred to using "you" and "your" herein.

1. Term. The "Term" of Services to be provided to Customer from Simplicity shall be as set forth in the Service Order. If no term of months is set forth in the Service Order or Customer does not select a longer term, the Agreement shall be on a month-to-month term. The Agreement shall automatically renew, after the original Term, on a month to month basis. Either party may terminate this Agreement (a) at the end of any initial or renewal term by providing the other party with at least sixty (60) days written notice: or (b) except as otherwise stated herein, during any initial or renewal term if the other party breaches any material term or condition of this agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of the same. If Customer terminates Service before the term selected by Customer for any reason, or Simplicity terminates Services for Customer's breach of this Agreement or the Simplicity AUP, Customer may be subject to a termination liability. The termination liability shall equal 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment. All termination notices to Simplicity must be sent to: Simplicity, 1129 Gaskins Road Richmond, VA 23238**.** Simplicity may restrict or suspend your rights under this Agreement and Customers of the Simplicity service at any time to the extent Simplicity deems it is necessary to protect the Simplicity network. Notwithstanding any other provision of the Agreement, Simplicity may elect in its sole discretion to terminate this Agreement and any or all outstanding Service Orders upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice.

2. Fees and Billing. Customer agrees to pay the amounts billed by Simplicity to Customer which shall include activation/installation charges, non-recurring charges, equipment charges, and monthly recurring charges and any other fees indicated in a Service Order or as set forth herein or in any addendum to this Agreement (collectively, "Service Fees") within thirty (30) days of invoice. You agree to pay all fees and charges incurred on your account, including any and all city, state or federal taxes and surcharges, whether imposed on Simplicity or directly on you. Simplicity reserves the right to change the rates and

charges for any renewal term by providing you reasonable written notice in advance of the effective date of change. Any monthly recurring fees that contemplates a fixed usage of minutes for domestic and international use shall be subject to an additional usage charge for any minutes that exceed the fixed amount. Unless otherwise indicated in a Service Order, 2000 minutes per month for voice service is a standard usage rate and Customer may be billed for overages.

All fees and charges will be due, in U.S. dollars, on the first day of the service month as indicated on the Simplicity invoice **and may be charged to your Payment Account without further notices from Simplicity**. Billing is invoiced monthly in advance and will commence when the connection from the Simplicity network is completed to your equipment and service is initiated. All recurring months charges are due at the beginning of the service month. Accounts are in default if payment of all amounts due is not received forty-five (45) days after date of invoice and are subject to an interest rate on the outstanding balance of either 1.5 % per month or at the maximum allowable rate under state law, whichever is lower. Accounts unpaid (60) days after date of invoice may have the Service interrupted or terminated. Such interruption of Service does not relieve you of your obligation to pay for the Service. Only a written request to terminate your service, in accordance with these Terms, relieves you of your obligation to pay for the Service. If you default, you agree to pay Simplicity its reasonable expenses, including any attorney's or collection agencies fees, incurred in enforcing its rights.

"Payment Account" shall refer to the credit card or Pay Pal account provided by you upon registration to pay for Services. Simplicity may add, delete, or modify the methods by which customers can pay for the Simplicity Services at any time without prior notice, in its sole discretion. Payments processed by Pay Pal are subject to Pay Pal's terms and conditions of service, and Simplicity makes no representations or warranties with respect to those services. **Customer is deemed to have given Simplicity on-going and continuous authorization to charge any credit-card provided to Simplicity or any other Payment Account as long as Customer uses the Services.**

3. Billing Disputes. Only disputes made in good faith, in a timely manner and properly documented as required herein, as determined by Simplicity in its sole discretion, will be considered by Simplicity. To meet these requirements, Customer must provide Simplicity with written notice of any disputed charge(s) within thirty (30) days of the original Due Date for such charges. Along with such notice, Customer shall set forth in detail all grounds for disputing each charge and provide all documents supporting each dispute. Customer shall not have the right to withhold any amount not properly disputed. Simplicity and Customer shall attempt in good faith promptly to resolve any dispute within thirty (30) days of Simplicity's receipt of notice of that dispute. If a dispute is not resolved, Simplicity shall have the right to determine in good faith the merit of each dispute and Customer's associated payment obligation. If Simplicity determines that any amount withheld in dispute is owed, Customer shall pay that amount within ten (10) days of its receipt of written notice from Simplicity of such determination, plus interest at the lower of 2.0% per month or the maximum rate permissible under applicable state law, calculated from the Due Date until the date payment is received by Simplicity Failure to pay such amount in full within such ten (10) day period shall be a breach hereof and shall entitle Simplicity, in addition to its other remedies at law or equity, to terminate all Services to Customer without notice and without liability of any kind or amount. If Simplicity determines that any amount withheld in dispute is not owed, Simplicity shall issue a credit for that amount on the first invoice issued by Simplicity for a full billing cycle after Simplicity's determination is made. Customer's exclusive remedy for issues relating, whether directly or indirectly, to any disputes shall be in the forum and pursuant to the laws as set forth in the Agreement.

4. Limitation of Liability. IN ADDITION TO ANY LIMITATIONS OF LIABILITY RELATED TO SPECIFIC SERVICES, INCLUDING E911, AND SIMPLICITY FRAUD POLICIES, IN NO EVENT SHALL SIMPLICITY OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY PERSONALY INJURY, DAMAGE TO EQUIPMENT, LOSS OF DATA, PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR

NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES SIMPLICITY OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SIMPLICITY SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISION OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS SIMPLICITY FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY. CUSTOMER'S REMEDIES FOR CLAIMS UNDER THE AGREEMENT SHALL BE STRICTLY LIMITED TO OUTAGE CREDITS AS DESCRIBED HEREIN.

Customer acknowledges that Simplicity has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

5. DISCLAIMER OF WARRANTY. SIMPLICITY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIMPLICITY WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. SIMPLICITY EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE SIMPLICITY NETWORK OR THE INTERNET IS AT YOUR OWN RISK. SIMPLICITY SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL SIMPLICITY LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN LAST MONTH OF SERVICES.

6. INDEMNIFICATION OF SIMPLICITY You agree that you shall fully defend, hold harmless and indemnify Simplicity, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless Simplicity, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that Simplicity shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense

7. Service Interruption: Your exclusive remedy for any unavailability or failure of the Simplicity network or any Services is outlined in the Simplicity Service Level Agreement found at www.simplicityvoip.net and incorporated herein by this reference.

8. Customer Responsible for Fraud/Insurance. Simplicity offers optional fraud insurance which shifts the liability of domestic and international fraud service charges from Customer to Simplicity. **In the event Customer's network security is compromised, Customer would not be financially responsible**

for said fraudulent service charges if it purchases the fraud insurance. Otherwise see Simplicity's Fraud Policy at www.simplicityvoip.net Customer may add this fraud insurance service at any time during the term prior to any fraudulent activity being identified by contacting Simplicity. In the event fraud insurance is not part of the Agreement, Customer can have coverage amended prior to approval signature to insure protection by contacting Simplicity for an amended Service Order.

9. Resale. Customer acknowledges and agrees that Customer may not sell, resell, transfer, convey, white label, wholesale or in any way distribute the Services to or for the benefit of any third party without express prior written consent of Simplicity (which consent may be withheld in Simplicity's sole discretion). The foregoing prohibition shall apply, without limitation, to any and all fiber, circuits, equipment or other Service elements which Customer purchases from Simplicity.

10. Privacy. It is Simplicity's policy to respect your privacy. Simplicity will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless Simplicity deems it necessary, in its sole discretion, to comply with legal process or other legal requirements, including but not limited to responding to civil or criminal subpoenas, search warrants, national security letters, or other requests for information from law enforcement officials; protect and defend the rights or property of Simplicity or its officers, agents, affiliates, and licensees; enforce this Agreement; or protect the interests of other Simplicity customers.

NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, SIMPLICITY RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE USE OF A USER'S MAIN ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS AND AT ALL TIMES IN COMPLAINCE WITH THE COMMUNICATIONS ASSISTANCE FOR LAW ENFORCEMENT ACT OF 1994.

Your IP address is transmitted and recorded with each message you send using the Simplicity Services. Simplicity does provide certain information in aggregate form collected from and relating to you to third persons such as advertisers. For a more detailed description of the types and uses of personal information collected from you, please read the Simplicity Privacy Policy.

INTERNATIONAL CUSTOMERS UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED BY SIMPLICITY IN THE UNITED STATES OF AMERICA. YOU FURTHER AGREE THAT THE PERSONAL INFORMATION WHICH YOU GIVE SIMPLICITY WILL BE TRANSFERRED TO AND MAINTAINED IN THE UNITED STATES AND OTHER COUNTRIES; INCLUDING WITHOUT LIMITATION COUNTRIES IN THE EUROPEAN UNION AND ELSEWHERE. IF YOU DO NOT CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION INTO AND OUT OF THE UNITED STATES, DO NOT ACCEPT THESE TERMS AND CONDITIONS FOR THE SIMPLICITY SERVICE. YOU FURTHER UNDERSTAND AND AGREE THAT REGARDLESS OF YOUR COUNTRY OF RESIDENCE SIMPLICITY MAY DISCLOSE PERSONAL INFORMATION ABOUT YOU AND YOUR WEBSITE OR DOMAIN NAMES PURSUANT TO THIS SECTION, AND YOU EXPLICITLY WAIVE ANY RIGHTS TO PRIVACY OR PROTECTION OF PERSONAL DATA RELATING TO SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER NATIONAL AND INTERNATIONAL LAW.

11. Equipment. Notwithstanding anything else in the Agreement, it is Customer's responsibility to ensure all equipment used with the Services are properly configured and maintained. Any equipment, whether it is customer owned, leased from Simplicity or provided to Customer by Simplicity for use in conjunction with Services will be subject to the terms and conditions set forth below or in the Agreement. Customer must unpack and place the equipment in a secure and environmentally controlled space that is within 50 feet of the LEC point of demarcation ("demarc"). Customer also agrees to provide the analog POTS line that will at all times remain plugged into the provided equipment. The number for the analog line shall be provided to Simplicity's provisioning staff prior to turn up, and the line shall be in good working order on the date and time of the turn up. The cost and maintenance of the analog line is the Customer's responsibility. If at any time during the Services Term a piece of equipment fails and is in need

of replacing, Simplicity may provide replacement equipment. The equipment failure shall be determined by Simplicity or its third-party subcontractors working with the customer in conjunction of Simplicity's technical staff. Once determined by Simplicity, in its sole discretion, that the equipment is need of replacing, Simplicity may, in its sole discretion, ship replacement equipment to Customer's site. If Simplicity installs or provides equipment on Customer's premises for the purpose of enabling Simplicity to provide the Services to Customer, Customer agrees to provide Simplicity reasonable access into Customer's premises for the purpose of installation, demonstration, inspection, maintenance, repair and removal of the equipment, as well as Simplicity's installers with a safe working environment. Additionally, Customer acknowledges that it will have no right, title or interest in any equipment that Simplicity installs. Simplicity and Customer agree that the equipment will not become a fixture and Customer shall keep the equipment free from all liens, charges and encumbrances. Customer agrees: (1) to use the equipment only for the purpose of receiving Services ordered from Simplicity and no other purpose; (2) to prevent any connections to the equipment that are not expressly authorized by Simplicity; (3) to prevent tampering, altering or repair of the equipment, or inside wiring, by any person other than Simplicity's authorized personnel; (4) to assume complete responsibility for improper use, damage or loss of such equipment regardless of cause (including damage or loss caused by force majeure events), except to the extent caused by Simplicity or its suppliers; and (5) to return the equipment in good condition, ordinary wear and tear resulting from proper use excepted, immediately upon discontinuance of Service. In the event the equipment is not returned in good condition, Customer agrees to pay Simplicity an amount for each equipment device in accordance with Simplicity's standard equipment costs. If Simplicity is providing equipment maintenance services, it will be in accordance with it Maintenance Contract Terms of Services found at www.simplicityvoip.net.

12. Compliance with Laws. Customer shall at all times conform its use of and comply with all state, federal and international laws with respect to its utilization of the Service. If Simplicity is informed by any governmental authority or other parties of alleged illegal use of Simplicity facilities or Simplicity otherwise learns of such use or has reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by Simplicity or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Customer will be in breach of this Agreement and Simplicity may immediately, and without further notice, suspend Customer's Service. Your use of Simplicity network may only be for lawful purposes. Transmission of any material in violation of any law, regulation or Simplicity Acceptable Use Policy found at www.simplicityvoip.net is strictly prohibited. You agree to hold harmless Simplicity from any claims resulting from your use of the Service or the use of the Service by any of your customers or others throughout your chain of distribution, including end users, which damage you or another party.

13. Software. Simplicity VoIP may, in its sole discretion, provide you with Simplicity software ("Software") in combination with your Services. Upon payment of all fees due and owing to Simplicity under this Agreement, Simplicity hereby grants, and you hereby accept, a nontransferable, revocable, non-sublicensable, and non-exclusive license to use the Simplicity Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for Simplicity. Source code or other information pertaining to the logic design of the Simplicity Software is specifically excluded from the license granted hereunder. Although certain Simplicity Software may be provided free of charge, Simplicity reserves the right to charge for the Simplicity Software or any updates thereto or upgrades therefore at any time. You recognize that the Simplicity Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the Simplicity Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by Simplicity. You further acknowledge that you have been advised that the Simplicity Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of Simplicity, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to Simplicity, and that its use and disclosure must be carefully and continuously controlled. Simplicity shall at all times retain title to all the Simplicity Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder. Unless provided otherwise in the specifications for Your Services, the Simplicity Software supplied hereunder is for your personal or business use. You shall not permit any third party to use the Simplicity Software or allow

access to the Simplicity Software from sites outside of your home or business premises except as specifically authorized in writing by Simplicity. The Simplicity Software is to be used only for the purposes specified in this Agreement and while you have custody or possession of any of the Software, you will not: (i) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the Simplicity Software, whether such Simplicity Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use pursuant to this Agreement, nor; (ii) provide or make the Simplicity Software available to any person or entity other than your employees or agents who have a need to know consistent with your use thereof under this Agreement, nor; (iii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; (iv) copy for your own use or the use of others operator manuals, system reference guides, training materials and other user-oriented materials without the prior written consent of Simplicity. In order to protect Simplicity's trade secrets and copyrights in the Simplicity Software, you agree to reproduce and incorporate Simplicity's trade secrets or copyright notice in any copies, modifications or partial copies.

You agree to notify Simplicity forthwith if you obtain information as to any unauthorized possession, use or disclosure of any Simplicity Software by any person or entity, and further agree to cooperate with Simplicity at Simplicity's expense, in protecting Simplicity's proprietary rights. Unless agreed otherwise in writing by Simplicity, the Simplicity Software may be used only on a single computer or workstation. Simplicity software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously. You may not install the Simplicity Software on a network except to facilitate permissible installation of the Simplicity Software on computers attached to the network. You warrant and guarantee that all users of the software shall be aware of and comply with the terms of this license.

Certain Simplicity Software is provided for online use as part of the Simplicity Services (the "Simplicity Online Software"), and the use of such software may be subject to fees as outlined in this Agreement. The Simplicity Online Software is hosted software which runs directly on Simplicity's servers, and you may not download, install, store or make any copies of the Simplicity Online Software, nor may you sublicense the Simplicity Online Software. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the Simplicity Online Software or any copies thereof and not to assist any third party in doing so. The Simplicity Online Software is designed to be used through the Simplicity user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. Simplicity reserves the right to suspend the use of, modify or discontinue the Simplicity Online Software for any or all customers at any time without notice. Certain Online Software is also Third Party Software, and is subject to the applicable provisions of this Agreement. Simplicity may limit the functionality of any such third party Online Software, in its sole discretion. Simplicity provides its customers with the ability to order certain third-party software (the "Third Party Software"), depending on the hosting package ordered. Except for Third Party Software which is also Online Software, such Third-Party Software is delivered to Simplicity Customers by mail and may be ordered via customer's control panel for a period of six months after the commencement of the Simplicity Services. The license conditions governing the use of the Third-Party Software may differ from Simplicity's own software licenses. Customers of Simplicity are bound by the conditions of all licenses pertaining to such Third-Party Software and should make themselves familiar with their terms and conditions. Some such Third-Party Software is provided under license from Microsoft Corporation ("Microsoft Software"), and Customers using Microsoft Software are bound by the TERMS AND CONDITIONS Microsoft Software Products, which are incorporated herein by reference. Simplicity does not provide Technical Support for the Third-Party Software. THE THIRD-PARTY SOFTWARE IS OFFERED "AS-IS." THE PROVISION AND OFFERING OF THIRD PARTY SOFTWARE BY Simplicity DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD-PARTY SOFTWARE, NOR CAN Simplicity MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD-PARTY SOFTWARE. In the event of termination of this Agreement, or upon any act which shall give rise to Simplicity's right to terminate, or upon the expiration of the license for Simplicity Software which is subject to a limited-duration license, any and all licenses granted under this Agreement shall terminate automatically, and you will remove, erase or destroy the Simplicity Software and documentation and all copies thereof, wherever located, without demand or notice.

Simplicity may stop providing the Software or any updates thereto, including but not limited to the Online Software or the Third-Party Software, at any time without notice or any further liability to You. Software for International Customers is available for download only. Certain Software (including Third-Party Software) may not be available to International Customers.

14. Choice of Law//Waiver of Jury Trial. This Agreement shall be interpreted according to the laws of the Commonwealth of Virginia, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles. All claims under the Agreement must be brought in the home jurisdiction of Simplicity.

In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND SIMPLICITY THAT IS IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this paragraph are waived. Neither you nor Simplicity may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. YOU AND SIMPLICITY ACKNOWLEDGE THAT THIS SECTION WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION.

15. Confidentiality, Trademark, and Copyright. During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to Simplicity in connection with Simplicity's performance of the Simplicity Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent of Simplicity, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of Simplicity. Simplicity retains all right and title to such Confidential Information. Simplicity is a service mark of Simplicity, LLC All rights reserved. The trademarks, logos, and service marks displayed on this Simplicity's web site (collectively, the "Marks") belong Simplicity and/or its affiliates or third parties which have licensed those rights to Simplicity ("Partners"); Simplicity and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any Marks without their owner's prior written consent. All other trademarks, product names, and company names and logos appearing on Simplicity's web site are the property of their respective owners. Unless expressly stated otherwise by Simplicity, you should assume that all content, images, and materials appearing on this Web Site (collectively the "Simplicity Content") are the sole property of Simplicity. Both U.S. and international copyright laws and treaties protect such Simplicity Content. You may not use, reproduce, display, or sell any Simplicity Content without Simplicity's prior written consent. You may not link to any page within Simplicity's Web Site or frame any portion of the site without Simplicity's prior written consent.

16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

17. Non-Enforcement Does Not Constitute Waiver. Failure of Simplicity at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of Simplicity.

18. Notices. Simplicity may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to Simplicity. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement. You may provide notice to Simplicity in one of the following ways: by personal delivery; by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United

States mail, Simplicity, 1129 Gaskins Road Richmond, VA 23238; By Federal Express; by facsimile transmission; or by e-mail and registered or certified mail. Such notice, statement or other document so delivered to Simplicity, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first personally delivered, on the date of delivery or on the first date of receipt. Notice by e-mail to Simplicity shall be deemed ineffective, null and void unless a copy of such notice is also sent by registered or certified mail and postmarked not more than five days subsequent to the giving of e-mail notice. Any such e-mail notice to Simplicity shall be deemed effective as of the date on which Simplicity receives the certified or registered mail notice.

19. Force Majeure. In the event of "force majeure" (as defined below), Simplicity may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond Simplicity's reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which Simplicity cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the Simplicity Services are located or maintained or through which the Simplicity Services are provided, and nonavailability of any permits, licenses and/or authorizations required by governmental authority. Simplicity reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Simplicity Services (or any part thereof) with or without notice. You agree that Simplicity shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Simplicity Services.

20. No Assignment By You; Assignment By Simplicity. This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without Simplicity's prior written consent. In particular, you may not sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. Simplicity may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of Simplicity or you have any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and Simplicity and you hereby acknowledge and agree that neither Simplicity nor you have executed this Agreement in reliance upon any such representation or promise.

22. Modification. This Agreement may be materially altered by Simplicity by posting the new version of the Agreement at SimplicityVOip.Net and if posted in this manner, shall be effective immediately upon posting such notice. In the event that Simplicity does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of the posting of notice of such change. You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of Simplicity. No additional or conflicting term in any other document used by you will have any legal effect.

23. Statute Of Limitations. 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 this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.