

I. THE AGREEMENT

These Terms and Conditions constitute the agreement (the "Agreement") between GLOBALINX owned and operated by 5LINX Enterprises, Inc ("Company", us or we) and the user ("you," "user" or "Customer") of Company's residential and small business communications services and any related products or services. For purposes of the Agreement, "you" means the customer, defined as either (i) the person identified in Company's account records as responsible for payment of all charges; or (ii) any other person with actual or apparent authority to represent that person or to use the service(s).

BY ENROLLING IN, USING, OR PAYING FOR THE COMPANY SERVICE(S), YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE PRICES, CHARGES, TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CONTACTING COMPANY AT THE ADDRESS ON YOUR EMAIL PURCHASE CONFIRMATION OR YOUR INVOICE FOR FURTHER DIRECTIONS.

The Agreement governs the Service and any devices, such as the Digital Telephone Adapter ("DTA") or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service. By activating the Service (The activation date is the ship date from GLOBALINX), you acknowledge that you have read and understand, and you agree to, the terms and conditions of the Agreement, and you represent that you are of legal age to enter the Agreement and become bound by its terms.

Company may change the Terms and Conditions of the Agreement from time to time. Notices will be considered given and effective on the date posted at www.GLOBALINX.com. The Agreement posted supersedes all previously agreed to electronic and written Terms and Conditions.

The rates and charges for the Service, which may be found at www.GLOBALINX.com, are effective as of October 1, 2009, and are subject to change. For the most current rates and charges, the most current version of the Agreement, or if you have questions about your services, please visit our website at www.GLOBALINX.com (see Rates and Terms & Conditions links) or call us at the toll-free number listed on the first page of your invoice. All copyrights and service marks are the exclusive property of GLOBALINX unless otherwise specifically attributed.

II. EMERGENCY SERVICES - 911 DIALING

A. Possible Non-Availability of Traditional 911 or E911 Dialing Service. The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as "911 Dialing" which is a limited emergency calling service available only on GLOBALINX-certified Devices or Equipment. The 911 Dialing feature cannot be used in conjunction with a GLOBALINX Soft Phone or Virtual Numbers. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on our website, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each GLOBALINX phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under "Features," and below. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the GLOBALINX 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at 1-866-418-1495.

B. Registration of Physical Location Required. For each phone number that you use for the Service, you must register with GLOBALINX the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the "911" registration link on your GLOBALINX web-based Control Panel page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

C. Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

D. How Emergency Personnel are contacted. We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

E. Service Outages.

1. Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

2. Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

3. Service Outage Due to Suspension or Termination of Your GLOBALINX Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

4. Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that GLOBALINX is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing that may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

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

F. Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

G. Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

H. Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

I. No Automated Location Identification. In most service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.

J. Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency

calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither GLOBALINX nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless GLOBALINX, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

K. Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

III. SERVICE

A. Term

1. Monthly plans

Service is offered on a monthly basis for a one or two year term, based on what the customer selects when they initiate service, which begins on the date GLOBALINX activates your Service which is the ship date of your equipment for new subscribers. Subsequent terms of this Agreement automatically renew on a monthly basis after 12 or 24 months of service unless you give GLOBALINX written notice of non-renewal at least fifteen [15] days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including and without limitation unbilled charges, plus any applicable disconnect fee(s), all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

2. Annual plans

Service is offered on a yearly basis, which begins on the date GLOBALINX activates your Service which is the ship date of your equipment for new subscribers. Subsequent terms of this Agreement automatically renew on a monthly basis after 12 months of service at the then standard monthly rate unless you give us written notice of non-renewal at least fifteen [15] days before the end of the monthly term in which the notice is given. You are purchasing the Service for a full year term, meaning that if you attempt to terminate Service prior to the end of a year, you will be responsible for the full year's charges to the end of the then-current term, including, without limitation any unbilled charges, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

3. Upgrading to a New Device

Customers choosing to upgrade their device can do so under the following conditions: Customers who have fulfilled their agreement and are going month to month can upgrade to the new device(s) when paying the standard retail price as posted on line at www.globalinx.com for the new phone(s), selecting one of the residential video plans that are only eligible with these devices and by agreeing to a new 1 year agreement which will begin with your next bill cycle. Customers within two (2) months of their agreement end date are eligible to upgrade to the new device(s) when paying standard retail price as posted on line at www.globalinx.com for the new phone, selecting one of the residential video plans that are only eligible with these devices and by agreeing to a new 1 year agreement which will be added to the end date of your current agreement. Customers that are not within two (2) months of their agreement end date can upgrade their device under the following conditions: You must purchase the new device for the standard retail price as posted on line at www.globalinx.com, plus (+) \$100.00 dollars, select one of the residential video plans that are only eligible with the new device and agree to a new 1 year agreement which will be added to the end date of your current agreement. GLOBALINX does not accept trades of any devices and credit will not be given to any previously offered device. Customers that currently do not have a video phone are eligible to upgrade based upon the same terms as outlined above. GLOBALINX reserves the right on when and if to make new products available to existing customers. Customers should check for availability on line through www.globalinx.com or by calling GLOBALINX customer service.

B. Disconnect Fee

You may cancel the Service for any reason at any time. There is a \$99.00 disconnect fee if you cancel the service in your first twelve months for any GLOBALINX Residential plan. Business customers should refer to the agreement they signed when initiating service. This disconnect fee is in addition to all service related payments, both the disconnect fee and service payments are non-refundable. Annual plan customers are exempt from the \$99 disconnect fee but are still liable to all terms outlined in section III. A 2 above.

C. Money Back Guarantee

Company offers a 15-day money back guarantee, applicable to one primary line per account, but which is not applicable to additional or secondary lines or other services (such as Toll-free). Under the terms of the Money-Back Guarantee, Company will refund the activation fee and any service payments, exclusive of shipping charges. Company reserves the right to terminate or revoke the Money-Back Guarantee at any time, without prior notice.

To qualify for this money back guarantee, you must cancel service and return any Company equipment within 15 days from the device shipping/activation date. Your usage must not exceed 250 minutes (30 minutes if WiFi device) within the first 15 days of service for Residential plans or 500 minutes within the first 15 days of service for Business Plans. You are responsible for any charges for overage minutes on the Residential plans, or for any calls placed to international numbers or to directory assistance. Cancellation may take up to thirty (30) days. Any usage you make using the Service after contacting Company to cancel the Service is your responsibility. Accounts exceeding the 30, 250 or 500 minutes of usage referred to above are not eligible for this money back guarantee. *User may not port away a GLOBALINX phone number (DID) if User cancels within ninety days of Service Activation.*

All returned equipment must be in the original packaging with all the UPC or bar codes intact. All components, manuals and unused registration card(s) must be included. At our discretion, your return may be declined due to cosmetic, water or internal damage to the device(s), parts, manufacturer packaging/literature. Equipment must be returned with a valid return authorization ("RA") number obtained from GLOBALINX Customer Care. User is responsible for paying for return shipping of equipment. The money back guarantee will not be honored if user fails to meet all above requirements.

D. Business Use of Service and Device - Prohibition on Resale and Definition of Proper Use

If you have subscribed to one of Company's Business Plans, the Service and Device are provided to you as a small business user. This means that you are not to resell or transfer the service or device to any other person for any purpose. You agree that the GLOBALINX Business Plan does not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting. GLOBALINX reserves the right to immediately terminate, modify or upgrade the Service, if Company determines, in its sole discretion, that the Service is being used for any of these. If you have subscribed to one of Company's Residential Plans, the Service and Device are provided to you as a residential user. Residential users are allowed a maximum of 4 lines of service. The number of lines allowed to a user can be amended by 5LINX at any time. This means that you are not to use the Service for business purposes, including, but not limited to auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or making more than fifty percent (50%) of your calls during weekday, daytime hours (Monday through Friday, 8AM to 6PM your local time). **GLOBALINX reserves the right to immediately terminate, modify or upgrade the Residential Service, if we determine that the Service is being used for business purposes.**

E. Notice of Rate Changes

Company may change the prices and charges for the Services from time to time. We may decrease or increase prices without providing advance notice. Changes to any other rates, charges, or terms or conditions in the Agreement will be published at www.GLOBALINX.com and will be incorporated by reference into this Agreement.

F. Rounding Policy

For billing purposes, the length of each metered call is rounded as described in each Calling Plan. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent.

G. International Calling

Company will allow up to \$30.00 in international calling per monthly billing cycle. Any international calling that exceeds \$30.00, that is not included in the plan, will be charged to your credit card immediately. The \$30.00 charge will be an immediate payment. You can continue to make international calls in increments of \$30.00 which will be immediate payments to your credit card. In addition to unlimited calling to all locations in the US, Canada, Puerto Rico and US Virgin Islands; as of 10-1-09 there are additional countries included in the calling areas in Home Unlimited and Home Unlimited Video calling plans. Please visit <http://globalinx.com/docs/InternationalRates.pdf> for a list of included areas (country code and prefixes) and all international calling rates.

Countries included in these plans are subject to change at any time and Company reserves the right to suspend or terminate service for fraud or suspected abuse as defined by Company, at anytime.

H. Calls to International Mobile Telephones; International Special Services Calls

Company's advertised rates for international calls are generally the rates charged for calls to landline telephones. Calls to international cellular (mobile) telephones, or to international telephone numbers considered to be special services calls, are charged a different (usually higher) rate than calls to landline telephones in that same country or jurisdiction. The rates you will be charged for such calls are set forth in the calling plan rate tables and are typically designated by a "mobile" or "special services" notation.

I. Timing of Calls

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom Company must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge Company for a completed call. In these situations, Company will charge you for these calls as if they were answered by the called party.

J. Use of Service and Device by Customers Outside the United States and Canada

We provide the Service and Equipment to you for use of the Service within the United States and Canada and for placing calls to other countries. If you take or send the Equipment to a country other than the United States or Canada and the Service is used by you or another party from there, you/they do so at your/their own risk, including the risk that such activity violates local laws in the country where you/they do so. You, as our Customer, are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you by us.

K. Loss of Service Due to Power Failure

The Service does not function without power. 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 before using the Service.

L. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on GLOBALINX's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of GLOBALINX are and shall remain the exclusive property of GLOBALINX and nothing in this Agreement shall grant you the right to right or license to use such marks. You acknowledge that you are not given 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 Device, 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 Device is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you promise 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 GLOBALINX against any and all liability arising out of your use of such interface device with the Service.

M. Tampering with the Device

You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from GLOBALINX. GLOBALINX reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus any applicable disconnect fee, all of which immediately become due and payable.

N. Theft of Service

You agree to notify GLOBALINX immediately, in writing, by electronic mail or by calling the GLOBALINX customer support line, if the Device is stolen or if you become aware at any time that you're 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 the Device 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. You are liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

O. Number Transfer on Service Termination

GLOBALINX may release any telephone number that was ported to GLOBALINX by you and used in connection with your Service provisioned by GLOBALINX to a new provider of service to you under the provisions of the Local Number Portability (LNP) policies of the FCC, if such new service provider is able to accept such number, upon your termination of the Service. Customer will be liable for port cancellation fees if the port cancellation request is received by GLOBALINX within 96 hours of when the port is to occur. Cancellation of a port request can result in a fee to the customer of \$200.00 to \$500.00 based upon the carrier GLOBALINX utilizes for the port request. There may also be an additional one-time fee of \$14.95 for porting a number in Puerto Rico due to additional fees assessed to GLOBALINX. If customer requests a snapback (reversing a port after it has completed), GLOBALINX will assess a \$250.00 penalty.

P. Service Distinctions

You acknowledge and understand that the Service is not a telephone service. Important distinctions exist between telephone services and this enhanced Service offering provided by GLOBALINX. The Service is subject to different regulatory treatment than phone service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

Q. Collect Call and Operator Services

GLOBALINX does not offer collect calls, operator services or calls to 900 numbers via this Service.

R. International Services

Foreign Carrier Restrictions or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit your ability use the Company services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

S. Surcharges

In addition to surcharges that may be found in the applicable Calling Plan, GLOBALINX may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs ("Governmental Charges").

T. Taxes

All taxes, tax-like charges, and tax-related surcharges are referred to collectively as "Taxes". GLOBALINX may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction. You agree to pay all Taxes charged on your invoice. If GLOBALINX has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, GLOBALINX, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the amounts collected were retained by GLOBALINX or if they were delivered to the jurisdiction and returned to GLOBALINX, or it will negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction. If you provide GLOBALINX with a duly authorized tax exemption certificate, GLOBALINX will exempt you in accordance with law, effective from the date GLOBALINX receives the certificate. If you are required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, you will provide GLOBALINX with official tax certificates documenting remittance of the taxes. The tax certificates will be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against GLOBALINX's U.S. corporate income tax, and will be accompanied by an English translation. Upon receipt of the tax certificate, GLOBALINX will issue you a credit for the amounts represented thereby.

U. Credit Terms

All services provided to you and covered by this agreement shall at all times be subject to credit approval or review by GLOBALINX and/or 5LINX. Some service plans may require credit to be approved prior to activation of your service and your activation fee may be higher as a result of not providing credit information at the time of establishing service. You will provide such credit information or assurance as is requested by GLOBALINX at any time. GLOBALINX, at its sole discretion and judgment, may discontinue credit at any time without notice or may require a pre-payment or an additional activation fee. The amount of additional activation fee or pre-payment will be a minimum of \$50.00 per line that will be assessed upon activation of service and pre-paid prior to service being established. This additional activation fee is non-refundable.

V. Transfer of Service

In the event you wish to transfer your service and liability out of your name to another individual or business entity, you will be required to complete a "Transfer of Liability Form" which can be obtained through your sales representative or GLOBALINX Customer Care. You will need to complete the form as well as have the individual or business entity complete the form that will be assuming responsibility. The assuming entity will bear the financial liability and contractual requirements of

the service from you once 5LINX has received all required paperwork. 5LINX reserves the right to deny the service transfer for any reason. A one-time fee of \$14.95 will be assessed to the individual or business entity that is transferring the service. A one-time fee of \$44.95 will be assessed to the recipient.

W. Non-receipt of Equipment or Device

In the event that you do not receive your equipment due to shipper error, misinformation, etc. you must notify GLOBALINX within thirty (30) days of original shipment. Should you fail to notify GLOBALINX of the lack of receipt, you will be obligated and required to pay all service costs associated with the device. This includes, but is not limited to: monthly service fee, international calling charges, early termination fees, shipping and handling fees, etc.

X. Refurbished Equipment

Refurbished equipment is sold as is and all sales are final. No refunds or returns are allowed on refurbished equipment. Exchanges on defective devices will be allowed only if the item is returned within 15 days of shipping and equipment is determined by GLOBALINX® to be defective. If applicable, a like model will be provided in exchange at the sole discretion of GLOBALINX. No cash refunds or other credit will be allowed. Supply of refurbished devices is limited and offered based solely on availability.

Y. Equipment Replacement Program

The ERP program will allow for one (1) device replacement per calendar year for any device. Only warranty replacements will be accepted during first 30 days of service. Customer is liable for \$50 deductible on all VideoPhone and business phone replacements. Police report required for all lost or stolen device claims. All devices to be replaced must be returned to GLOBALINX within thirty (30) days of receipt of replacement device. Customer is liable for all shipping charges. If any fraud is detected, customer's credit card will be charged in full for the cost of the device and their replacement service cancelled. GLOBALINX reserves the right to provide customers with used or refurbished equipment with this program. \$1.95 per month for DTA or \$3.95 per month for VideoPhone or business devices. Rates subject to change at any time without prior notice. Customer must provide request to GLOBALINX in writing 30 days in advance to cancel ERP. Monthly recurring fee for the ERP is non-refundable.

IV. RESTRICTIONS ON THE USE OF SERVICE

A. GLOBALINX offers its services subject to availability of facilities, limitations of service offerings, and the provisions of this Agreement.

B. Services provided by GLOBALINX under the Agreement will not be used: (1) For any unlawful purpose; (2) For making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audio text services; or (3) For international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.

C. Company may (1) deny, for any lawful reason, your request for service, or (2) limit or allocate the facilities available to or utilized by any Service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future customers based on forecasted customer requirements; or for any other lawful reason.

D. Company may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to you or other customers.

E. Customer understands that the quality of their voice calls is directly dependent upon the quality of their broadband connection which we do not supply or support. The customer understands that they need a minimum of 128kbps per second up and down speed per DTA box and a minimum of 256kbps, up and down speeds for each video phone used. Even with these speeds or higher, GLOBALINX cannot guarantee quality of service as we do not provide the customers internet connection.

V. PAYMENT OBLIGATIONS

A. You must provide Company with a valid credit card number when the Service is activated. If the credit card expires, you close your credit card account or your billing address changes, or the credit card is cancelled and replaced because of loss or theft, you must advise Company immediately. Any charges not included in your rate plan and any additional usage charges are billed after each billing period. If GLOBALINX changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

B. GLOBALINX may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with Company is declined or reversed, your credit card expires and you have not provided GLOBALINX with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you fully liable to Company for all charges accrued before termination and for all costs incurred by Company in collecting such amounts, such as (but not limited to) collection costs and attorney's fees. **A late fee of 1 ½% will be applied to any outstanding balances due per month and will accrue from billing due date.**

C. You are responsible for payment of all charges for services furnished to you and anyone authorized by you to use your service. This responsibility is not changed by virtue of any use, misuse, or abuse of your service undertaken or caused by third parties.

D. You must promptly notify GLOBALINX of any changes to your credit card used for payment. You should notify the Company Customer Care Department by e-mailing GLOBALINX at the following address: Billing@GLOBALINX.com or by calling into Customer Care at 1-866-418-1495.

E. If GLOBALINX becomes concerned at any time about your ability to pay for services, GLOBALINX may require that you pay its charges within a specified number of days or even prepay and that you make such payments in cash or the equivalent of cash.

F. If GLOBALINX hires a collection agency to collect or attempt to collect, any charges owed Company, the customer will be liable to Company for an additional payment equal to 35% of the charges owed, where permitted by applicable law. If Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed Company other than by hiring a collection agency, you will be liable to Company for the payment of all such fees and expenses reasonably incurred.

G. If billing systems or other support is not available for a service, feature, surcharge, tax or other charge element at the time of service provision, GLOBALINX will bill for that service, feature, surcharge, or other charge element as soon as it is capable of doing so.

H. No Credit Allowances for Interruption of Service You acknowledge and agree that the Service is provided "as is." Credit allowances for interruption of Service, including international calling services, will not be provided.

I. GLOBALINX may at its sole discretion and at anytime, verify the address associated with the account and on the credit card used to subscribe to our service. If there is a mismatch or a failure as determined by our credit card processing companies or GLOBALINX, GLOBALINX reserves the right at its discretion to charge a minimum of \$50.00 additional to the activation fee (\$94.95 for residential customers or \$104.95 for business customers) as a security fee. This additional fee is non-refundable.

VI. CANCELLATION OF SERVICE

A. By the Customer

1. You may cancel the Service for any reason at any time. There is a \$99.00 disconnect fee per line/plan if you cancel the service in your first twelve months for any GLOBALINX Residential plans. GLOBALINX Business customers have unique language in their specific agreements regarding cancellation of service; those customers should refer to their specific agreements.

2. If you cancel your Service with GLOBALINX, you may not be able to use the Device or Equipment with any other VoIP service.

3. Cancellation may take up to thirty business days.

4. Your credit card will be charged for any usage and customer is liable for any usage after contacting GLOBALINX to cancel your Service. You must call GLOBALINX customer care (1-866-418-1495) to request cancellation at which time GLOBALINX customer care will note the request and begin the cancellation process. Chargeback of payments for GLOBALINX service from your credit card company WILL NOT cancel your agreement with GLOBALINX. Customer will be fully liable for all charges incurred.

5. If service is cancelled outside of the Money Back Guarantee period the customer is responsible for all service charges accrued. Any charges due or already paid, including annual plan payment are non-refundable.

B. By Company

1. GLOBALINX reserves the right to discontinue furnishing services, cancel your account, and/or block your access to GLOBALINX network, without incurring any liability, immediately and without notice if GLOBALINX deems that such action is necessary to prevent or to protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if:

a. You refuse to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to your creditworthiness, your past or current use of common carrier communications service, or your planned use of such service;

b. You indicate that you will not comply with a request for security for the payment for services;

c. Your service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or possible fraud;

- d. You have been given written notice by GLOBALINX of any past due amount (which remains unpaid, in whole or in part) for any of Company's or an affiliated carrier's service to which you either subscribe or had subscribed or used;
 - e. You either refuse to pay when billed for service or indicate to GLOBALINX or an entity billing on Company's behalf that you do not intend to pay for service used by you;
 - f. You use, or attempt to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
 - g. You act, or fail to act, in a manner that hinders or frustrates any investigation by Company or others having legal authority to investigate your legal obligations;
 - h. Your telephone equipment fails to pass back to GLOBALINX the appropriate signal to start and stop billing for a call;
 - i. You were previously provided with notice of breach of contract, took corrective action, but thereafter engage in the same breach activity;
 - j. You act in a manner that is threatening, obscene, harassing, or abusive to GLOBALINX personnel.
2. GLOBALINX reserves the right to discontinue furnishing services, cancel your account, and/or block your access to GLOBALINX network, without incurring any liability, immediately upon written notice to you if:
 - a. Any invoice charges that remain outstanding and owed by you after the 10th day from the date of the invoice notifying you of the charges; or
 - b. You fail to comply with a request by GLOBALINX for security for the payment for services.
 3. The discontinuance of service(s) by GLOBALINX pursuant to these provisions does not relieve you of any obligation to pay GLOBALINX for charges due and owing for service(s) furnished up to the time of discontinuance.

VII. LIABILITY

A. GLOBALINX will not be liable for: (i) any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof; or (ii) delayed installation of GLOBALINX's facilities or commencement of service.

B. With respect to any other factual allegation, legal claim, or dispute by you or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered by Company, GLOBALINX's liability, if any, will be limited as follows:

1. With respect to the provisioning of, or any error or omission in, data, information, or content furnished in connection with any service provided by Company, for example, Directory Assistance, Company's liability will be limited to the lesser of: (a) the amount of actual money damages proven by you to have been incurred as the proximate result of your reliance on such data, information, or content; or (b) \$100.00.

C. IN NO EVENT WILL GLOBALINX BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT GLOBALINX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES) BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

D. GLOBALINX will be indemnified, defended, and held harmless by you against all claims of loss or damage arising from the use of service furnished by GLOBALINX, including:

1. Allegations or claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via Company service; and
2. All other allegations and claims arising out of any intentional act or omission by you or others authorized by you to use the service, in connection with any service provided by Company.

E. GLOBALINX MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NONINFRINGEMENT. GLOBALINX DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON COMPANY'S BEHALF AND YOU MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY BY COMPANY.

F. GLOBALINX will not be liable for any act or omission of any other company or companies furnishing a portion of the service, or from any act or omission of a third party, including those vendors participating in Company offerings made to you, or for damages associated with service, or equipment that it does not furnish, or for damages that result from the operation of customer provided systems, equipment, facilities or services that are interconnected with Company services.

VIII. MISCELLANEOUS

A. Governing Law.

The agreement and the relationship between you and us are governed by the laws of the State of New York without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with section VIII-B, you shall submit to the personal and exclusive jurisdiction

B. Mandatory Arbitration and No Jury Trial.

Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Rochester, New York. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. **REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.** All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. **THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, NEW YORK.**

C. Entire Agreement.

These Terms and Conditions constitute the entire Agreement between you and GLOBALINX, and supersede any and all prior agreements, oral or written, concerning the subject matter. If there is any inconsistency or conflict between the terms of any calling plan, promotion, and/or authorized written communications you have received and the provisions of this Agreement, the provisions of this Agreement will control.

D. No Obligation to Assist in Switching Carriers.

If you either voluntarily cancel your GLOBALINX account or GLOBALINX cancels your service for any reason set forth above, GLOBALINX will have no obligation whatsoever to assist you in any respect in switching from GLOBALINX to another carrier.

E. Assignment.

Customers may not modify or assign this Agreement. In its sole discretion, GLOBALINX may assign this Agreement.

F. No Waiver of Rights.

If either party fails to enforce any right or remedy under this Agreement, that does not waive the right or remedy for any other breach or failure.

G. Binding Effect.

This Agreement is binding upon you and GLOBALINX and upon, respectively, your and Company's agents and heirs.

H. Severability.

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

I. Survival.

Any liability or obligation of a party to the other party under the provisions of Sections I, IV, V and VII as applicable, will, in each case, survive cancellation or termination of this Agreement.

J. Headings of No Force or Effect.

Headings in this Agreement are for reference only and have no effect on the meaning of any provision.

K. Future Changes

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on www.GLOBALINX.com. Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

[L. Privacy](#)

GLOBALINX Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. GLOBALINX is not liable for any lack of privacy which may be experienced with regard to the Service.