

**TERMS AND CONDITIONS OF USE OF THE  
PHONE NUMBER BANK™ WEBSITE AND SERVICES  
AND CUSTOMER AGREEMENT**

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**I. DISCLAIMER**

**Introduction**

RNK, Inc. d/b/a RNK Communications, "RNK" or "RNK Communications" and "Phone Number Bank™" are service marks of RNK Communications. This Phone Number Bank Website (an "RNK Communications Website" or the "Site") and related Service/s are owned and operated by RNK. Your use of this RNK Communications Website or any Services described, offered, accepted or purchased here constitutes your agreement to and acceptance of the terms, conditions, warranties, and disclaimers below. Please read these policies, terms and conditions, before using the RNK Communications Website or its Services. If you do not understand any of these terms and conditions, please exit this website immediately.

ANY PERSON ACCESSING THE WEBSITE AGREES TO AND IS BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

**1. Content Submission**

Certain areas of the RNK Communications Website allow for the exchange of information between you, the USER, and RNK Communications. Any submission by the USER becomes the property of RNK Communications, and the USER implicitly grants RNK Communications the authority and right to use that content in accordance with the RNK Communications privacy policy.

**2. User Responsibility**

The USER assumes all responsibility for use of the RNK Communications Website. The USER waives all claims against RNK, Inc., its officers, directors, employees, suppliers and programmers that may arise from the utilization of the RNK Communications Website including but not limited to, connection disruption, lost data, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, any failure of performance, computer virus, communication line failure or unauthorized access to, alteration of, or use of your account.

**3. Accuracy of Information**

While all reasonable attempts are made to ensure the accuracy of the information, neither RNK Communications, nor its information contributors can be held responsible by USER for the accuracy of the information found in the RNK Communications Website. RNK Communications makes no expressed or implied warranty as to the accuracy or merchantability of content or programming.

**4. Links to Third Party Sites**

Some links may allow USER to exit the RNK Communications Website and access third party sites. Third party sites are not under the control of RNK Communications nor is RNK Communications responsible for the contents of any linked sites. The links to third party sites are provided only for convenience for USER.

**II. PHONE NUMBER BANK GENERAL TERMS AND CONDITIONS OF USE**

**1. Notice of Agreement/Legal Document.**

THE FOLLOWING DOCUMENT IS A CONTRACT AND IS A LEGALLY BINDING AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE YOU USE THE SERVICES PROVIDED BY THIS WEBSITE AND BEFORE YOU AGREE TO PURCHASE ANY PRODUCTS FROM THIS WEBSITE. BY USING THIS WEBSITE OR BY AGREEING TO PURCHASE ANY

PRODUCTS FROM THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT USE THIS WEBSITE AND SHOULD EXIT IT IMMEDIATELY.

## **2. Parties.**

RNK, Inc. (hereinafter referred to as "RNK", is a Massachusetts Corporation, with its principal place of business located at 333 Elm Street Dedham, Massachusetts 02026 USA. "CUSTOMER," "YOU," and "YOUR" refer to: the natural person using this RNK Communications Website, regardless of whether he or she is acting in his or her individual capacity, or as the agent for any other natural person or business entity; and the natural person who is the principal of any electronic agent(s) using this Website, regardless of the number of layers of electronic agency that may exist between the natural person principal and the electronic agent(s) using this Website. In this Agreement, RNK and YOU may sometimes be referred to collectively as the "PARTIES." Where this Agreement uses the term "PARTIES," it intends both YOU and RNK. RNK desires to provide the RNK Communications Website or Services and YOU desire to use the RNK Communications Website or Services, provided by RNK, subject to the terms and conditions of this Agreement, as RNK may amend or revise this Agreement from time to time.

## **3. Consideration.**

In consideration of RNK's providing access to and use of the RNK Communications Website or Services to YOU and YOUR promises to abide by the terms and conditions of this Agreement, as RNK may amend or revise this Agreement from time to time, and in consideration of all the mutual covenants and promises made in this Agreement, the PARTIES hereby agree to the terms contained herein.

## **4. Term**

Service is offered on a calendar-month basis, for an initial term that begins on the date that RNK activates your Service and ends on the last day of the month of your activation. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give RNK notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given. If you 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 and any and all outstanding charges.

## **5. Service to Be Provided by RNK to CUSTOMER**

The RNK Communications Website and Services are provided to YOU (the "CUSTOMER") by RNK, subject to the terms and conditions of this Agreement. You may access the Agreement while you are connected to the Internet by going to the page on the World Wide Web by clicking on the "Terms and Conditions" document in the "Legal" section of the RNK Communications Website." Entire Agreement. This Agreement comprises the entire agreement between YOU (the CUSTOMER) and RNK, and supersedes any prior agreements between YOU, the CUSTOMER, and RNK, with respect to the subject matter of this Agreement; provided, however, that YOU shall be subject to any additional terms and conditions of which RNK notifies you from time to time and that may apply when YOU are using any content, software, products, or services of any kind or nature, relating to this Website or services. Revisions to this Agreement. YOU may not revise any of the terms of this Agreement without express prior authorization and written agreement signed by a duly authorized Officer or Manager of RNK. RNK reserves the right to, and may, revise this Agreement at any time, and such revisions shall become effective ten (10) business days after RNK posts the revised Agreement for public viewing. The revisions to the Agreement shall include notice of the date of posting the most recent revision to the Agreement. YOU agree to read the revisions to this Agreement periodically and preferably, at least once every ten (10) business days to become aware of such revisions to this Agreement. YOUR continued use of the RNK Communications Website and Services more than ten (10) business days after RNK posts revisions to this Agreement, as described above, shall be conclusively deemed YOUR assent to the additional terms and conditions made part of this Agreement by such revisions. If any such revised or additional terms and conditions are unacceptable to YOU, or if YOU do not agree to and do not wish to be legally bound by such revised or additional terms and conditions, you may terminate this Agreement as provided in Section 12 below.

## **6. Activation of Service**

You understand and agree that you must complete a valid letter of authorization (“LOA”) authorizing your current provider to port your number to RNK and that Service will not be activated until such time as your prior carrier completes the porting of the number to RNK. RNK has no control over, and is not responsible for, the timely porting of your number from your current provider.

#### **7. Billing and Payment.**

Limited Two Month Free Promotional Trial. If you sign up for the Service prior to July 31, 2007, you will receive two months of service free. If you want to continue service after the free trial period, you must provide RNK with your credit card information and RNK will begin charging your credit card in accordance with the Payment terms below. An RNK representative will be contacting you during the initial trial period to determine if you wish to retain the services and provide credit card information. You may also provide credit card information through your “Edit My Account” page on the Phone Number Bank Website.

Charges. Upon termination of any trial period or upon activation and every month thereafter, Customer will be billed monthly an amount of \$9.95. RNK will render to you monthly on-line bills for the Service including all applicable charges. All fees and charges will be billed in advance except for usage-based charges and any other charges which RNK decides to not advance bill, all of which will be billed monthly, in arrears. All Customers will be charged a one-time \$29.95 activation fee (which shall include the first month’s \$9.95 monthly recurring charge) when signing-up for Service after the initial trial period, which will not be refunded when Customer terminates the Service. RNK reserves the right to increase Service fees with no less than 30 days notice to Customer.

Payment. You agree to pay by credit or debit card and, in signing up for the Service, authorize RNK to charge your credit or debit card on or about the first day of each month for all applicable fees and charges, including but not limited to activation fees and monthly usage charges. You agree that this authorization will remain valid until after we receive written notice from you terminating our authority to charge your credit or debit card as set forth in section 15 herein, whereupon we will charge your credit or debit card for the termination fee, if applicable, and any other outstanding charges and terminate your Service as set forth in section 15 herein. You further agree that RNK may terminate your Service at any time in our sole and absolute discretion if any charge to your credit or debit card is declined or reversed, your credit or debit card expires and you have not provided us with a valid replacement credit or debit card or in case of any other non-payment of account charges. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is cancelled and replaced on account of loss or theft, you must advise us at once. Charges reflected on your credit card or bank statement will be from “RNK Telecom (MOTO).” We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$50. Any usage charges will be billed in increments that are rounded up to the nearest full minute. Further, Customer is responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility, Communications or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed to your account. If payment is not made when due hereunder, simple interest shall accrue on the overdue balance at an interest rate of one and a half per cent (1.5%) per month or the maximum amount of interest which may legally be charged on an open account, whichever is less. Interest charges shall be prorated on a daily basis for partial months, and on thirty (30) day month basis. Further, in the event of non-payment, RNK may suspend or terminate service to Customer without any liability to RNK as permitted by applicable law.

If RNK has not received payment from the card issuer or its agents, YOU agree to pay all amounts due upon demand by RNK by money order, cashier's check, or cash in U.S. currency. YOUR card issuer's agreement governs YOUR use of YOUR designated payment card in connection with the RNK Communications Website or services, and YOU must refer to such agreement and not this Agreement with respect to YOUR rights and duties as a cardholder. Upon written request, RNK will provide YOU with a written statement of charges within five (5) business days or as is reasonably possible. Unless YOU notify RNK of any discrepancies within thirty (30) days after the first date on which they first appear (as shown

on the written account statement), they will be deemed acceptable by YOU for all purposes, including resolution of inquiries made by YOUR card issuer or bank. YOU release RNK from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to RNK within thirty (30) days of the erroneous call.

YOUR Responsibility for Charges. YOU shall be responsible for all charges resulting from YOUR use of the RNK Communications Website or services and the use of the RNK Communications Website or services by any other person who uses your credit card number or user Personal Identification Number (PIN), regardless of whether YOU have actually authorized such charges. If YOU misplace YOUR credit card number or PIN, or suspect that someone else may be using it without YOUR authorization, YOU agree that YOU will notify RNK immediately. Failure to notify RNK within thirty (30) days may result in YOUR being liable for unauthorized charges.

Failure to Make Timely Payment. RNK reserves the right to suspend or terminate YOUR account and YOUR access to the RNK Communications Website or services for any amounts past due. Amounts past due include, but are not limited to denied credit card or debit card charges. Accounts that are past due or in default are subject to an interest charge of 1.5% or the maximum amount allowed under applicable law, whichever is greater, per month on the outstanding balance. Credit or debit card charges that are dishonored for any reason may be subject to a collection fee of \$25.00 per dishonored charge, and YOUR account and access to the RNK Communications Website or services Service may be suspended until YOU have paid in full all amounts YOU owe to RNK. Termination of YOUR account and/or YOUR access to the RNK Communications Website or services shall not relieve YOU from the obligation to satisfy outstanding invoices and to pay to RNK all amounts YOU owe to RNK pursuant to this Agreement, or otherwise. In the event RNK uses an attorney at law to collect any unpaid amounts from YOU, YOU shall be responsible for the payment of all of RNK's attorneys' fees and costs, in addition to any penalties allowed under applicable law, in the collection of those sums. All Sales Final; Refunds or Credits from Carriers.

**ALL SALES FROM THE RNK COMMUNICATIONS WEBSITE OR SERVICES ARE FINAL, WITH RESPECT TO RNK.** RNK reserves the discretion to issue Service refunds, credits, or adjustments. Should RNK, at its sole discretion, make any limited exceptions to its "all sales final" policy as described in this Agreement, RNK shall not waive any rights it has to enforce said policy in all other cases and at all other times, to the fullest extent provided in this Agreement and allowed under applicable law. Limitations on Use of RNK Communications Website or services In any given 24-hour period, the number of purchases and the aggregate monetary value of the purchases YOU may make from the RNK Communications Website or services is limited to \$1,000. These limits may vary from time to time. YOU agree that RNK reserves the right to change these limits at any time without notice and that RNK shall not be liable to YOU in any manner, for any reason, under any legal theory as a result of changing such limits. YOU further agree that YOU will not exceed or attempt to exceed these limits. To make a purchase over \$1,000, please contact RNK at 1-888-642-9831.

#### **8. Account Information.**

Services RNK Will Provide to CUSTOMER.

RNK grants YOU a limited, non-exclusive, and nontransferable license to use the RNK Communications Website and Services and its various components or to refer third parties to the RNK Communications Website and Services for the sole purpose of purchasing and using such services for lawful purposes. This license is subject to the restriction, that, except to the extent expressly permitted by law, YOU may not translate, reverse engineer or reverse compile or decompile, disassemble or make derivative works from the software residing at or used to operate the RNK Communications Website or Services (hereinafter referred to as the "RNK Software"). YOU may not modify the RNK Software in any manner or form, or use it in any way which is not expressly authorized by RNK, other than to access the RNK Communications Website or Services, as authorized by this Agreement, including, without limitation, for the purpose of obtaining unauthorized access to RNK's service or data (also known as "hacking"). YOU agree to abide by the laws of the United States and other applicable export control laws and regulations and not to transfer, by electronic transmission or otherwise, any information, including the RNK Software in either source, object, or executable form, which is subject to restrictions under such laws to a national or destination restricted under such laws without first obtaining and then complying with any requisite government

authorization or licensing requirements and without first providing RNK with a certified copy of said license or written government authorization, evincing compliance with all applicable export control laws and regulations. RNK will provide YOU with customer service related to YOUR use of the RNK Communications Website or Services, at no additional charge, subject to the restrictions posted on the Customer Service area of the RNK Communications Website or Services. Warranties and Representations of CUSTOMER (applicable to YOU only if YOU accept a membership or other service using passwords and/or user names). YOU acknowledge that YOU will receive a user name and a password to access the Services provided by RNK at the RNK Communications Website or Services. Upon YOUR initial access to the RNK Communications Website or Services, YOU will select a unique password. YOU are solely responsible for maintaining the confidentiality of YOUR password and are liable for any harm resulting from disclosing or allowing disclosure of any password or from use by any person of YOUR password to gain access to YOUR accounts. Therefore, for security purposes, RNK recommends that YOU change YOUR password regularly. YOU understand that YOUR password is confidential and is intended solely for YOUR use and for no other person's use. YOU understand that RNK will rely on YOUR agreement to keep YOUR password secret and confidential and that YOU will not reveal YOUR password to any other person or entity, except as required by law. YOU understand that disclosure of YOUR password to any other person or entity, except as required by law, could cause irreparable damages to RNK, including, but not limited to compromise of RNK's confidential and proprietary business information and trade secrets, compromise of the integrity of the information and communications of RNK's other customers, interruption of RNK's services, lost profits to RNK, and damages to RNK's business reputation and goodwill. YOU understand and agree that disclosure of YOUR password to any other person or entity, except as required by law, is a MATERIAL BREACH of this Agreement, and MAY VIOLATE LOCAL, STATE, and FEDERAL LAW. In the event that YOU disclose YOUR password to any other person or entity, YOU shall and hereby do forever agree to defend, hold harmless, and indemnify RNK from any harm or damages whatsoever resulting directly or indirectly from YOUR disclosure of YOUR password to any other person or entity. YOU understand and agree that YOU shall be entirely liable for all activities conducted through use of YOUR password, whether any third person or entity may also be liable for such activities. Information YOU Provide to RNK. YOU agree to provide RNK with accurate, complete, and updated registration information, and failure to do so shall constitute a breach of this Agreement and unauthorized access to RNK's service, and may result in immediate termination of YOUR account and subject YOU to civil and/or criminal liability. YOU further acknowledge that it is a Federal and State criminal offense to purchase any product from RNK by fraudulent means.

## **9. Intellectual Property Rights.**

All Content that RNK provides on any and all of its pages on the World Wide Web, any and all files, software, and databases RNK uses to operate the RNK Communications Website or Services, and any and all files RNK makes available to YOU for use, viewing, browsing, or downloading, are protected by copyright pursuant to U.S. law, international conventions, and other copyright laws as individual works, and as a collective work and/or compilation, and RNK claims and owns, intends to own, or is in the process of owning a copyright, trademark, and/or patent in the selection, coordination, arrangement and enhancement of such Content. YOU agree not to modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided below), create derivative works from, distribute, perform, display, create collective works or compilations including, or in any way exploit, any of the Content, in whole or in part; provided that if RNK applies no specific restrictions directly or indirectly in relation to a particular item of Content, YOU may make a reasonable and limited number of copies of such item, including copyrighted material, provided that YOU make and use the said copies solely for YOUR personal and non-commercial use; YOU ensure that any notices contained in the Content such as all copyright, trademark, service mark, patent, and other proprietary rights notices are reproduced in an unmodified form in all such copies; and YOU refrain from transferring such Content to any other person, entity, computer, computer network, or other device, without the prior express written consent of RNK. YOU agree to comply with all the terms and conditions of RNK's Copyright Notice and Policy, as amended or revised from time to time, and available online. Intellectual Property Rights of Third Parties. Third persons not parties to this Agreement shall retain all rights they have to intellectual property rights to Content they own and which they enjoy by law. YOU agree not to infringe upon any such rights and agree to defend, hold harmless, and indemnify RNK from any infringement YOU cause to the rights of any third party in any intellectual property rights that may result from YOUR use of the RNK Communications Website or Services.

## **10. YOUR Duties Under this Agreement.**

Compliance with Agreement. YOU agree to abide by and perform all the terms and conditions of this Agreement at all times.

Compliance with Applicable Laws. YOU agree to abide by and to follow all applicable laws in using the RNK Communications Website or Services and, to the extent allowed by law, YOU agree to defend, hold harmless, and indemnify RNK from any damages caused by YOUR violation of any applicable laws. YOU acknowledge that access to or use of the RNK Communications Website or Services may not be legal in certain countries. If YOU access or use the RNK Communications Website or Services outside the United States of America, YOU do so at YOUR own risk and are responsible for compliance with the laws of the jurisdiction in which or from which YOU access or use the RNK Communications Website or services.

**YOU may not use the RNK Communications Website or Services or any products or services you use by way of the RNK Communications Website or Services for any unlawful purpose.** RNK reserves the right to discontinue furnishing service or to limit the use of the RNK Communications Website or Services necessitated by conditions beyond its control; or if YOU use the RNK Communications Website or Services or any products or services you purchase by way of the RNK Communications Website or Services in violation or attempted violation of the law.

Refraining from Certain Activities. YOU further agree that YOU will not do or attempt to do any of the following activities in connection with YOUR use of the RNK Communications Website or Services or otherwise: Forward incoming calls to YOUR transferred number to any phone number that YOU have no authority or consent to forward calls to (e.g., phone numbers that have not been assigned to you in conjunction with a related service for which YOU are an authorized accountholder or user); Forward incoming calls to YOUR transferred number to non-U.S. telephone numbers, 800, 900 or 976 numbers; Receive simultaneous inbound calls to YOUR transferred number; Engage in auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting, fax blasting, or any type of automated, continuous use and/or unlawful use; Violate the security of the RNK Communications Website or Services or any other computer network, or crack passwords or security encryption codes; Transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity; Impersonate any person living or dead, organization, business, or other entity, or use any name or communicate under any false name that YOU are not authorized to use; Solicit other RNK customers, retailers, or distributors to become customers of other companies or services directly competing with RNK; or Violate any of the rules, regulations and policies of those networks, computer systems, Communications carriers, or Internet service providers that YOU use to access the RNK Communications Website and Services.

Cancellation and Charges Associated with YOUR Previous Phone Service. YOU agree that it is YOUR responsibility to cancel Service associated with your transferred number, and to confirm that it was cancelled upon transfer of your number to Phone Number Bank (if intended to be cancelled), and to pay for any and all charges associated therewith.

No Outbound Dialing. YOU understand and agree that YOU cannot make outbound calls with your phone number once it has been transferred to Phone Number Bank, and that YOU must maintain an active telephone line to which calls from your transferred number can be forwarded.

Increasing Network Usage and Traffic. YOU agree not cause or attempt to cause traffic levels to RNK's Website and related servers and networks, or other networks to rise without reason or for any malicious purpose, by any means, including, but not limited to, transmitting large files to e-mail, ftp, or other servers for malicious purposes, "mailbombing," transmissions intended to raise the cost of another network provider's access through excessive traffic levels, or repeatedly sending the same content to RNK for the purpose of harassment.

Business Use Prohibited. YOU acknowledge and agree that this Service is for individual users only, and assumes average individual usage patterns. RNK reserves the right to monitor and investigate usage for exceptions to such patterns and for abuse of the Service (e.g., business usage, such as excessive usage reflected in monthly minutes (e.g. 500 minutes or more in a 30 day period) of use or unusually high volumes of calls placed to varying telephone numbers), and may take steps to prevent such abuse, including suspension and/or termination of Service.

Spamming Prohibited. YOU agree that YOU shall not engage in any spamming at any time. Attempting to Circumvent or Bypass System Security Measures. YOU agree not to obstruct or attempt to obstruct the systems identification procedures or to forge communications of any form. YOU agree not to attempt to

cause, or actually cause, any disruption of service on the RNK Communications Website or Services or any other network or any server housing the RNK Communications Website and Services, including but not limited to malicious traffic generation, attempted or actual violation of any security system in place on the Internet and its resources, or any unauthorized access to any computer or resource on the Internet. YOU agree not to abuse or attempt to abuse the system and resources of the RNK Communications Website or Services in any manner. YOU agree not to violate or attempt to violate the security of the authentication and accounting procedures of the RNK Communications Website or Services. YOU agree not to attempt to or actually undermine, hinder, damage, or disrupt the hardware, software, or security of the RNK Communications Website and Services or any of its various components. RNK reserves the right to immediately terminate or modify the Services if RNK determines, in its sole discretion, that YOU are using the Services in any of the aforementioned ways, in accordance with Applicable Law regarding such terminations.

#### **11. YOUR Responsibility for Phone Charges Associated with the Services**

You acknowledge and agree that YOU will be solely responsible for all phone costs associated with using the Services (such as receiving calls from third parties and accessing voicemail) including, but not limited to, air time, plan minutes and local, toll or long distance charges. YOU agree to check with your phone service provider prior to using the Services and agree to indemnify and hold RNK harmless for any claims or causes of action stemming from such costs.

#### **12. Disclaimer of Warranties.**

a. RNK Communications Website and Services. YOU EXPRESSLY AGREE THAT YOUR USE OF THE RNK COMMUNICATIONS WEBSITE AND SERVICES AND ANY COMPONENTS OF THE RNK COMMUNICATIONS WEBSITE AND SERVICES ARE AT YOUR SOLE RISK, AND THAT YOU VOLUNTARILY ASSUME THAT RISK. THE RNK COMMUNICATIONS WEB SITE AND SERVICES AND ALL OF ITS COMPONENTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. RNK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO USE OF THE RNK COMMUNICATIONS WEB SITE AND SERVICES AND ANY COMPONENTS THEREOF, AS WELL AS RNK'S LIABILITY TO YOU FOR BREACH OF THIS AGREEMENT ARE LIMITED SOLELY TO THE AMOUNTS YOU HAVE PAID TO RNK. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, RNK'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. THE SUBJECTTALK WEB SITE OR SERVICES AND ALL OF THE COMPONENTS OF THE SUBJECTTALK WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY RNK, ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURERS, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY OF ANY KIND. NEITHER RNK NOR ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURERS, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES IS FREE OF VIRUSES, CANCEL BOTS, WORMS, LOGIC BOMBS, TROJAN HORSES, OR OTHER HARMFUL CONTENTS OR COMPONENTS.

b. **NO EMERGENCY SERVICES – 911/E911:** YOU ACKNOWLEDGE THAT THESE SERVICES ARE NOT OFFERED AS A PRIMARY LINE OR LIFELINE SERVICE, but as a call forwarding service to be used with your existing Carrier's plan. YOU SHOULD ALWAYS HAVE A MEANS OF ACCESSING TRADITIONAL E911 SERVICES. YOU understand that in order to have access to

911/E911 services from your phone, YOU will have to maintain your basic phone service provided by a carrier other than RNK Communications.

c. Specific Information Available on, or through, the RNK Communications Web Site or Services. RNK AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE RNK COMMUNICATIONS WEB SITE OR SERVICES AND ITS SERVER FOR ANY PURPOSE. ALL SUCH INFORMATION, DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED TO YOU "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. RNK AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE RNK COMMUNICATIONS WEBSITE OR SERVICES AND ITS SERVER COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. RNK AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

d. Links to Third Party Web Sites.

(i) SOME OF THE LINKS ON THE RNK COMMUNICATIONS WEB SITE AND SERVICES WILL LET YOU LEAVE THE RNK COMMUNICATIONS WEBSITE AND SERVICES. THE LINKED SITES ARE NOT UNDER THE CONTROL OF RNK AND RNK IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. RNK IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY RNK OF THE SITE TO WHICH THE RNK TELECOM WEBSITE OR SERVICES LINKS, NOR SHALL ANY LINK CREATE ANY EXPRESS OR IMPLIED WARRANTY BINDING ON RNK. BY AGREEING TO THIS DISCLAIMER, YOU ARE INDICATING THAT YOU WILL NOT FOR ANY REASON TAKE ANY LEGAL ACTION AGAINST RNK, ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURERS, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES WITH RESPECT TO ANY MATTER COVERED BY THE AFOREMENTIONED DISCLAIMERS. FURTHER, YOU ARE ALSO AGREEING THAT IF ANY PORTION OF THIS DISCLAIMER IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNCONSCIONABLE, INAPPLICABLE OR VOID, ONLY THAT PORTION OF THIS DISCLAIMER WILL BE STRICKEN, AND THE REMAINDER OF THE PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT. THE FOREGOING WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. WHEN VISITING OTHER WEB SITES, HOWEVER, YOU SHOULD REFER TO EACH SUCH WEB SITE'S INDIVIDUAL "TERMS OF USE" AND NOT RELY ON THIS AGREEMENT.

(ii) If you are creating hypertext links to this Site, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of this Site or RNK, including its respective employees, agents, directors, officers and shareholders. RNK does not permit framing or inline linking to our Web Site or any portion of it.

(iii) RNK takes no responsibility for third party advertisements which are posted on this Site, nor does it take any responsibility for the goods or services provided by its advertisers. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that RNK shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site.

### **13. Limitation of Liability.**

UNDER NO CIRCUMSTANCES SHALL RNK, ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURERS, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS OR THEIR RESPECTIVE AGENTS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE RNK COMMUNICATIONS WEBSITE OR SERVICES OR ANY OF THE COMPONENTS OF THE RNK COMMUNICATIONS WEBSITE OR SERVICES, OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES, OR MERCHANDISE PROVIDED ON OR THROUGH THE RNK COMMUNICATIONS WEBSITE OR SERVICES, CALLS FROM THIRD PARTIES THROUGH THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT RNK IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, RNK'S LIABILITY SHALL BE LIMITED TO THE LIABILITY AS STATED IN THIS AGREEMENT.

### **14. Indemnification of RNK by CUSTOMER.**

Upon request of RNK, YOU agree to defend, indemnify, and hold harmless RNK, its parents, its subsidiaries, its members, its partners, its joint venturers, its affiliates, its suppliers, its licensors, its licensees, its agents, its contractors, or their respective agents and employees, and all their respective successors and assigns from all liabilities, claims, losses, judgments, damages, and expenses, including, without limitation, attorney's fees and costs of litigation, arising from breach of this Agreement or use of the Services. RNK reserves the right, at its own expense and at its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by YOU hereunder, and in such event, YOU shall have no further obligation to provide indemnification for such matter. YOU shall promptly notify RNK in writing of any claim arising or potentially arising under this indemnity.

### **15. Termination of Agreement.**

Either YOU or RNK may terminate this Agreement at any time. YOUR sole right with respect to any dissatisfaction with any term of this Agreement, as revised or amended from time to time, or RNK's performance of this Agreement is to terminate this Agreement by notifying RNK in writing. Since this Agreement automatically renews on a monthly basis pursuant to section 4 of this Agreement, YOU must notify RNK in writing of your desire to terminate at least ten [10] days before the end of the monthly term. If YOU terminate Service with at least ten (10) days notice 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 and any and all outstanding charges. If YOU provide less than ten (10) days notice prior to the end of the monthly term, YOU will be responsible for that full month's charges to the end of the then-current term, and charges associated with a subsequent and final monthly term, along with any and all outstanding charges.

### **16. Governing Law/Dispute Resolution.**

#### **Alternative Dispute Resolution**

The parties shall attempt to settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or for non-payment of charges for the products and services provided under this Agreement through good faith negotiations. If a resolution cannot be arrived at between the parties through informal negotiations, either party may, within forty five (45) days of written notice of such dispute, serve the other party with a written demand that the dispute be submitted for expedited binding arbitration, provided, however, that RNK may, in its sole discretion, waive this right and provide written notice of initiation of an action in a judicial forum of competent jurisdiction. In the event of a demand for arbitration, the demand shall set forth the nature of the dispute, an approximation of the amount in question, if any, and the nature of the remedy sought. The dispute shall be submitted to expedited arbitration in accordance with

the rules and procedures for consumer arbitration of the American Arbitration Association (“AAA”) or any successor organization, and judgment upon any award rendered by the arbitrator shall be binding and final and may be entered in any court having jurisdiction thereover. Any such arbitration will be held in Boston, Massachusetts, USA. The arbitrator may not limit or expand or otherwise modify the terms of this Agreement. YOU hereby agree that binding arbitration is YOUR sole remedy for any disputes or claims you may have against RNK relating to its performance or alleged non-performance under this Agreement.

**Consent to Jurisdiction; Venue**

Venue for mediation, arbitration, or litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof shall be proper only in Boston, Massachusetts, USA. The domestic law of the Commonwealth of Massachusetts shall govern the construction, interpretation, and performance of this Agreement.

**Choice of Law**

For all purposes, this Agreement shall be deemed to have been made within the Commonwealth of Massachusetts. This Agreement shall be governed by the laws of the United States of America and the laws of the Commonwealth of Massachusetts, without regard to Massachusetts' choice of law and conflicts of law rules, and if applicable, RNK and YOU each submit to the exclusive jurisdiction of the Superior Court of Norfolk County, Massachusetts, or to the United States District Court for the First Circuit, should any claim or question arise under Federal law or federal jurisdiction based upon diversity of citizenship. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (“UCITA”) OR ANY SUCCESSOR MODEL ACT THAT IS SUBSTANTIALLY SIMILAR TO THE APPROVED DRAFT OF UCITA APPROVED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS (NCCUSL) ON OR ABOUT AUGUST 4, 1999, OR ANY STATE LAW THAT IS SUBSTANTIALLY SIMILAR TO THE AFOREMENTIONED MODEL UCITA OR SUCCESSOR LAWS, SHALL APPLY TO ANY TRANSACTION OR ANY PART OF ANY TRANSACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF ANY STATE IN WHICH UCITA MAY HAVE BEEN ENACTED AT THE TIME SUCH TRANSACTION OR ANY PART OF SUCH TRANSACTION PURSUANT TO THIS AGREEMENT SHALL HAVE OCCURRED.**

**17. Force Majeure.**

RNK shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electrical power or other utility service, unavailability of any Communications service or connection to any Communications service, or any cause beyond the reasonable control of RNK.

**18. Non-transferability of Right to Use Service.**

The rights to use the RNK Communications Website or services and YOUR account are not transferable. Accounts and access to the RNK Communications Website or services are for YOUR sole use. YOU shall be responsible for the confidentiality of YOUR password. Loaning YOUR account, user name, or password to other persons is expressly prohibited. Violation of those terms shall constitute theft of RNK's service and property and may be prosecuted under civil and criminal law.

**19. Notices Pursuant to this Agreement.**

YOU agree to notify RNK if YOU move or otherwise change YOUR postal or e-mail address or phone number, and to list a truthful name, postal address, e- mail address, and telephone number on all forms YOU supply to RNK. YOU may notify RNK by regular first class mail or by e-mail at [webmaster@rnktel.com](mailto:webmaster@rnktel.com).

**20. Severability of Terms of this Agreement.**

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

**21. No Waiver of Provisions of this Agreement.**

RNK's failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between YOU and RNK nor any trade practice shall act to modify any provision of this Agreement.

**22. Limitation of Actions Arising Under this Agreement.**

All disputes arising under this Agreement shall be resolved subject to the Alternative Dispute Resolution provisions of this Agreement. Any cause of action or dispute YOU may have with respect to RNK's performance or alleged non-performance of this Agreement must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred. For purposes of the Alternative Dispute Resolution provisions of this Agreement, the commencement to which this paragraph refers is the date on which YOU notify RNK in writing of a dispute.

**23. Attorney's Fees and Costs in Litigation.**

In any action between RNK and YOU to enforce any of the terms of this Agreement, RNK shall be entitled to recover expenses from YOU, including, but not limited to, reasonable attorney's fees.

**III. PRIVACY STATEMENT**

**1. Introduction**

Online privacy is a fundamental component for the ongoing success of the Internet and RNK Communications' ability to provide customers services via the Internet. RNK Communications is very concerned about the confidentiality of individually specific customer identifiable information ("Customer Information") and maintains the highest standards for the protection of privacy over the Internet. The purpose of this statement is to clarify how our efforts ensure privacy and protection of Customer Information.

**2. Credit Card Numbers**

As an extra measure to safeguard customer privacy we DO NOT store or aggregate customer credit card numbers or other information relating to customer credit card(s). Customer credit card numbers and credit card information are entered into our system only for the purpose of the specified transaction. ONCE THE TRANSACTION IS COMPLETED, OR SHORTLY THEREAFTER, CUSTOMER CREDIT CARD INFORMATION CEASES TO EXIST WITHIN OUR SYSTEM.

**3. Junk mail**

RNK Communications does not send unsolicited "junk" email (spam). However, we may use email to communicate with our customers, to respond to visitor's emails, confirm orders placed online, and to send information that a visitor has requested.

**4. Cookies**

RNK Communications does not use "cookies" to store information or to recall a previous request or previous registration (typically used to collect demographical data).

**5. Comments and questions**

Please send any comments or questions regarding this Internet policy statement, or other issues surrounding RNK Communications websites, to:

Attn: Legal Department  
RNK Inc.  
333 Elm Street  
Dedham, MA 02026

Last updated 7/14/07