

USA TELEPHONE Consumer Services Agreement

THANK YOU FOR USING USA TELEPHONE SERVICES, A DIVISION OF
UNITED SYSTEMS ACCESS TELECOM, INC.

In this Consumer Services Agreement (“Agreement”), “you”, “your” and “the customer” mean the customer of the USA TELEPHONE services defined below, and “USA TELEPHONE,” “the Company”, “we,” “our,” and “us” means USA TELEPHONE, a division of United Systems Access Telecom, Inc., and any USA TELEPHONE affiliate authorized to provide you with USA TELEPHONE services.

YOUR AGREEMENT WITH THE COMPANY CONSISTS OF THIS AGREEMENT, THE COMPANY’S WEBSITE WHICH CONTAINS SPECIFIC PRICES AND CHARGES, SERVICE DESCRIPTIONS AND CERTAIN TERMS AND CONDITIONS THAT MAY NOT BE COVERED HERE AND ANY TARIFFS AND/OR PRICE LISTS FILED WITH THE STATE PUBLIC UTILITY REGULATORY AGENCIES AND/OR COMMISSIONS IN THE STATE WHERE YOU RECEIVE SERVICE. THIS AGREEMENT AND STATE TARIFFS MAY BE, OR MAY SOON BE, ACCESSED FROM OUR WEBSITE AT WWW.SAWEWITHUSA.COM.

BY ENROLLING IN, USING, OR PAYING FOR THE SERVICES, 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 CALLING USA TELEPHONE AT 1-888-USA-9400 FOR FURTHER DIRECTIONS.

“Service” or “Services” means: (1) the USA TELEPHONE state-to-state (interLATA) and international consumer telecommunications services you are enrolled in, use, or pay for that USA TELEPHONE provided to you and (2) all USA TELEPHONE local and in-state (intraLATA) long distance services that you enroll in, use, or pay for that USA TELEPHONE provided to you under federal and/or state tariffs. Rates and charges for international calls and any associated terms and conditions associated with such calls can be found by visiting our website at www.savewithusa.com or by calling Customer Service toll free at: 1-888-USA-9400.

The Services covered in this Agreement are subject to availability and may not be available at all locations.

1. SERVICE AVAILABILITY.

a. Service areas. Specific availability is determined by area code and exchange. Service is not available in all geographic areas. Pricing may also vary by geographic area.

b. Service type. USA TELEPHONE provides local and long distance telephone services to residential and certain small business customers.

c. Calling Plans. Calling plans are subject to change. USA TELEPHONE does not offer seasonal disconnection/reconnection service. The plans currently offered by USA TELEPHONE are as follows:

Straight Talk, Great Rates Plan (Bundled Local and Long Distance)

- Recurring monthly charge varies by geographic location

- Unlimited local voice calling
- 2.9¢ per minute for all in-state (intraLATA) and state-to-state (interLATA) toll calls
- Included features: Call Waiting, Call Waiting ID, Caller ID with Number, Caller ID with Name, Anonymous Call Rejection, and Call Forwarding (is physically available)
- Low international rates
- Customer will be required to switch to USA TELEPHONE as their carrier for all long distance service under this plan.
- The plan is a voice line only plan and will not be made available for data lines. Excessive data usage is contrary to the intention of the plan and may result in limitations.

For more details regarding optional features and additional charges, or terms and conditions that may not be covered here that apply to your Services, visit our website at: www.savewithusa.com.

Marketing promotions are available from time to time based on expressly written terms & conditions. USA TELEPHONE's current promotions are:

Customer Referral Promotion – Terms & Conditions

- Customers in good payment standing may refer new customers and receive a credit for one month of their base monthly service (customer remains responsible for all taxes and surcharges, toll calls, optional features and additional services).
- The credit applies to only one line per customer referral no matter how many lines the existing or referred customers have.
- The new customer must provide the referral information at the time of the new service order.
- The referred customer must stay a minimum of three months and be current in bill payments. The existing customer receiving the credit must be current in bill payments.
- Credits are applied one month at a time.
- A customer who discontinues service with the Company or whose service is discontinued by the Company prior to exercising earned credits forfeits these credits. Unused credits are not redeemable for cash.
- The program is valid until such time as it is cancelled by the Company.

d. Credit Worthiness. The Company reserves the right to validate creditworthiness of a customer through available verification procedures and establish a maximum predetermined credit amount as a condition of providing service.

2. CHARGES AND PAYMENT.

a. General. You agree to pay us for the Services at the prices and charges listed in this Agreement, tariffs and/or price lists for USA TELEPHONE Services to which you subscribe and/or use.

b. Price Changes. We may change the prices and charges for the Services from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Services listed in this Agreement shall become effective in accordance with state law requirements and shall be posted on our web site at www.savewithusa.com. We may 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 or for any other lawful reason.

c. Payments. You must pay all bills or invoices on time (on or before the due date) and in U.S. money. Payments made over the telephone are subject to a \$1.00 transaction fee. We do not waive our right to collect the full amount due if you pay late or you pay part of the bill, even if you write the words "Paid in Full" (or similar words) on any correspondence to us. If any portion of the payment is not received by the Company or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of the maximum amount allowed under state law, shall be due to the Company. Late payment charges will be applied without discrimination. This late fee will be applied, unless otherwise specified in USA TELEPHONE's

Agreement and/or state tariffs or price lists. Service may be disconnected or terminated if full payment is not received. If disconnection or termination is required, ALL services will be deactivated and a disconnection or termination fee of \$100.00 will be added to the balance due (as allowed by state law). Customer further agrees to pay any and all costs associated with enforcing this agreement, including but not limited to reasonable attorney and collection fees, court costs, and costs of appeal. An administrative fee of \$50 will be added to the balance to place the account into collections. In the event that any payment is returned, disputed, non-sufficient or unpaid by the customer's bank, customer understands USA TELEPHONE will charge the maximum fee allowed by state law. You are required to reimburse us for any loss or damage to facilities or equipment on your premises including the loss or damage cause by agents, employees or independent contractors of yours through any negligence.

d. Charges and Billing. The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise mutually agreed under contract. When a service is discontinued prior to the expiration of the minimum period, the customer is responsible for paying the regular rates for the remainder of the minimum service period. The Company will not prorate bills. USA TELEPHONE will determine the format of the bill and the billing period, and may change either the bill format or billing period from time to time. We shall charge you for previously unbilled service or adjust upward a bill for previously rendered Services in accordance with applicable law. If an entity other than USA TELEPHONE (eg. another carrier or supplier) imposes charges on USA TELEPHONE in connection with your Services, those charges, plus a reasonable profit may, at USA TELEPHONE's option, be passed through to you.

You are solely responsible for payment of all charges for services ordered or billed to your telephone number(s) and for promptly notifying USA TELEPHONE of any unauthorized use. You are responsible for all local and toll calls originating from your premises and for all calls charged to your calling card or telephone number where any person answering the line agrees to accept the charges. This responsibility for payment of all charges for services is not changed due to any use, misuse or abuse of your service or customer provided equipment by third parties. You are responsible for preventing the unauthorized use of the Services, and you are responsible for payment for any such unauthorized use. You are also responsible for all information you enter into the sign up form, website or provide through verbal or written correspondence to USA TELEPHONE, including any incorrect information or telephone numbers. USA TELEPHONE shall not be liable for mistakes or errors in service due to incorrect information supplied by the customer.

e. Taxes and Other Charges. You must pay all taxes, fees, surcharges and other charges that we bill you for the Services, unless you can show documentation satisfactory to us that you are exempt. Taxes and surcharges will be in the amounts that federal, state and local authorities require or allow us to bill you. We will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

f. Credit Check and Deposits. You give us permission to obtain your credit information from consumer credit reporting agencies at any time. If we bill you for the Services and we determine that you may be a credit risk for (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any USA TELEPHONE services within the last five years; or (4) late payments for current or prior bills, we may require a deposit (or an advance payment as permitted by state law) to ensure payment for the Services. The Company will pay interest on your deposit where required by the law of the state where you receive your Services. If you fail to pay for the Services when due, we may use the deposit to offset the amount due without giving notice to you. If you pay undisputed bills by the due date for twelve consecutive billing months, we will credit the deposit, plus interest, to your account. If a credit balance remains on your account, we will refund or credit that amount.

g. Credit Limits. If we bill you for the Services, we may set a credit limit based on your payment history or your credit score from consumer credit reporting agencies. If we do this, we will notify you of your initial credit limit and all changes to your credit limit. If you exceed your credit limit, we will restrict your access to the Services, including direct-dialed, operator-assisted, and calls requiring a 900 or 976 prefix. Access to emergency services (9-1-1) will not be affected by this restriction. If you fail to make timely payments, we may also lower your credit limit.

3. SUSPENDING AND CANCELING THE SERVICES.

a. Your Cancellation of the Services. If you use more than one Service, you may change or cancel individual Services by calling the USA TELEPHONE customer service number on your USA TELEPHONE bill, subject to the applicable terms and conditions set forth herein. This Agreement remains in effect for any Services that you continue to be enrolled in, use, or pay for. If you want to cancel all of the Services, call the customer service number on your USA TELEPHONE bill for further instructions. USA TELEPHONE accesses a \$5.00 fee for switching your service to another carrier and a \$5.00 cancellation fee if you are canceling all landline service.

If you either voluntarily cancel your account with USA TELEPHONE or if the Company cancels your service for any reason, the Company will have no obligation to assist you in any respect in switching from the Company to another carrier.

Please note that if USA TELEPHONE is designated as your primary carrier, you must contact your former local exchange and long distance companies to ensure that your former service with those carriers is cancelled. You will be responsible for payments of all charges incurred with your prior carriers prior to the activation of your account with USA TELEPHONE.

b. Fraudulent Use. You may not use the Services for any unlawful, abusive, or fraudulent purpose, including, for example, using the Services in a way that (1) interferes with our ability to provide Services to you or other customers; or (2) avoids your obligation to pay for the Services. If USA TELEPHONE has reason to believe that you or someone else is abusing the Services, using the Services in violation of these terms and conditions or using them fraudulently or unlawfully, we may immediately suspend, restrict, or cancel the Services without advance notice.

c. Failure to Pay. Upon advance notice, we may suspend, restrict, or cancel the Services and this Agreement, if you do not make payments for current or prior bills by the required due date, including payments for late fees or any other required additional charges.

d. Other. USA TELEPHONE may from time to time discontinue certain Services, subject to applicable law and regulation.

e. Outstanding Charges. If Services are suspended, restricted, or cancelled, any usage charges will accrue through the date that USA TELEPHONE fully processes the suspension, restriction or cancellation. Monthly charges will accrue to the end of the monthly service period. You must pay all outstanding charges for these Services, including payment of any bills that remain due after the date of cancellation. You must reimburse us for any reasonable costs we incur, including attorneys' fees, to collect charges owed to us. If you want us to renew the Services, we may require that you pay a deposit.

4. INDEMNIFICATION.

YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

5. LIMITATIONS OF LIABILITY.

a. Except as provided otherwise in this Agreement or applicable state tariffs or price lists, USA TELEPHONE shall not be liable to the Customer or any other person, firm or entity for any failure of performance of its Services if such failure is due to any cause or causes beyond the reasonable control of USA TELEPHONE. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing services to restore service in compliance with the Rules and Regulations of the Federal Communication Commission or State regulatory agencies.

b. With respect to any claim or suit, USA TELEPHONE's liability, if any, for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in furnishing service and not caused by the negligence of the customer or the Company in failing to maintain proper standards of maintenance and operations and to execute reasonable supervision shall in no event exceed an amount equal to the proportionate charge applicable under this Agreement or state tariffs or price lists for the period during which services were affected based upon these factors being reported to the Company's repair department and allowance for 24 hours for repairs. For those services with monthly recurring charges, USA TELEPHONE's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which service was affected.

c. All or a portion of the service may be provided over facilities or equipment of other companies. USA TELEPHONE is not liable for any act, error, omission or interruption of any other company furnishing a portion of the service or for any act or omission of a third party, including those vendors participating in the Company offerings made to you. The Customer is responsible for taking all necessary legal steps for interconnecting the customer provided terminal equipment with USA TELEPHONE's facilities. The customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

d. USA TELEPHONE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

e. With respect to the routing of calls by USA TELEPHONE to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the customer as the direct result of USA TELEPHONE's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.

f. With respect to the Company's offering of Telecommunications Relay Service (TRS), any service provided by the Company that involves receiving, translating, transmitting, or delivering messages by telephone, text telephone, a Telecommunications Device for the Deaf, or any other instrument over the facilities of the Company or any connecting carriers or through any TRS centers operated by the Company or its agents, the Company's liability will not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

g. The Company will be indemnified, defended, and held harmless by you and/or by others authorized by you to use the service against all claims of loss, damage, suits, expense (including attorneys' fees and court costs) or other action arising from the use of service furnished by the Company, 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 the Company service;

2. against, claims for infringement of patents arising from, combining with or using in connection with facilities of the Company, equipment, operations and systems of the customer, and

3. all other allegations and claims arising out of any act or omission by you or others using the service, in connection with any service provided by the Company. In the event that such infringing use is enjoined, you or any authorized or joint user at your option and expense shall obtain a dismissal or stay of such infringing use, obtain a license or other agreement so as to extinguish any claim of infringement or terminate the claimed infringing use or modify such infringement.

h. You indemnify and hold Company harmless from any liability instituted or asserted by you or any other party for any personal injury to, or death of, any person or persons and for any loss damage or destruction of any property whether owned by you or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence. No agents or employees of other participating companies shall be deemed to be agents or employees of the Company.

i. We shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer provided equipment.

j. No liability for damages arising from errors or omissions in directory listings or listings obtained from the information operator shall attach to the Company.

k. In the event a party other than the customer shall have use of the Services directory or indirectly through the customer, customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by third parties arising out of such or relating to any defects.

6. WARRANTIES AND INTERRUPTION IN SERVICE

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

b. If an interruption or failure of service is caused solely by USA TELEPHONE and not by you or other companies used to provide your Service, or by causes beyond our reasonable control, you may be entitled to a credit allowance as described in our tariff in the state where you receive service.

7. DISPUTE RESOLUTION

THIS SECTION PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION.

- a.** If you have a dispute regarding your service or bill, please first call Company Customer Service at 1-800-887-1087.
- b.** Before initiating or participating in any arbitration or other resolution proceeding concerning any aspect of this Agreement or regarding the Company's products or services, you must notify the Company in writing of such a dispute and give the Company at least 60 days (from the time you first notify the Company in writing) to resolve the dispute. Such written notice should be mailed to: USA TELEPHONE, 5 Bragdon Lane, Kennebunk, ME 04043
- c.** If you do not notify the Company in writing of a dispute with respect to the Company's charges, or application of taxes, within three (3) months from the date of the disputed invoice, such invoice will be deemed to be correct and binding on you.
- d.** Any dispute arising out of or related to this Agreement or the Company's products or services that is not satisfactorily resolved within sixty (60) days from the date you notify the Company in writing, regardless as to whether the dispute is based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory, must be submitted either to the American Arbitration Association ("AAA") or to JAMS ("JAMS"), for final and binding arbitration. The arbitration will be conducted pursuant to the AAA Arbitration Rules for the Resolution of Consumer-Related Disputes ("AAA Rules") or the JAMS Streamlined Arbitration Rules and Procedures and Minimum Standards of Procedural Fairness ("JAMS Rules"), respectively, as such rules are in effect on the date of commencement of the arbitration, and as such rules are modified by this Agreement. Either party may contact AAA in writing at: AAA Central Case Management Center, 13455 Noel Road, Suite 1750, Dallas, TX 75240-6636; or JAMS in writing at: 1101 17th Street, N.W., Suite 808, Washington, DC 20036. For more information regarding AAA or JAMS, you may visit their respective websites at <http://www.adr.org> or <http://www.jamsadr.com>.
- e.** Under the AAA Rules and the JAMS Rules, you may also have the right to take certain disputes to small claims court. Additionally, you may be able to seek relief from an appropriate governmental administrative agency (such as the Federal Communications Commission).
- f.** The arbitration will be based only on the written submissions of the parties and documents submitted to the arbitrator, unless the parties agree or the arbitrator orders otherwise.
- g.** The arbitration procedures set forth in this Dispute Resolution section are governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 et seq. ("USAA"). Any controversy over whether an issue is arbitrable will be determined by the arbitrator. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings will be governed by the USAA.
- h.** For any arbitration in which you claim less than \$10,000, the Company will pay your filing fee with AAA or JAMS and all of AAA's or JAMS' other costs and fees. For claims between \$10,000 and \$75,000, you will pay a fee to the AAA or JAMS of no more than \$125, and the Company will pay all of the AAA's or JAMS' other costs and fees. If you elect an arbitration process other than a document ("desk") or telephone arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. Except to the extent authorized by statute and awarded by the arbitrator, each party will bear the cost of preparing and presenting its own case.
- i.** Any in-person arbitration proceedings will be held at the location that AAA or JAMS selects in the state where you reside, unless otherwise mutually agreed upon by the parties.
- j.** Each dispute will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. You agree that you may not bring any dispute or claim as a class action or as a private attorney general, and you agree not to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim relating to this Agreement or the services provided by the Company.

k. Any dispute or claim arising out of or relating to this Agreement or the services provided by the Company must be brought within one (1) year or within the period of time provided by an applicable statute after the date on which the basis for the dispute or claim first arises.

l. If any portion of this Dispute Resolution section is determined by a court to be inapplicable or invalid, then the remainder will still be fully effective and enforceable.

8. MISCELLANEOUS PROVISIONS

a. **Entire Agreement:** This Agreement which incorporates by reference the state tariff where you receive service and/or price lists on our website constitute the entire Agreement between you and USA TELEPHONE, and supersedes any and all prior agreements, oral or written, concerning the subject matter. If there is any inconsistency or conflict between the terms of any optional calling plan, promotion, and/or authorized written communications you have received and the provisions of this Agreement, the provisions of this Agreement will control. We may change this Agreement from time to time. If we make any changes to the prices or charges, we will comply with notice commitments described in other parts of this Agreement. With respect to other changes to this Agreement, we will notify you of the changes, and they will become effective in accordance with applicable law and posted on our website. You may also request a copy of the revised Agreement, including revised terms and conditions for the services you are enrolled in by calling USA TELEPHONE Customer Service at: 1-888-USA-9400. Neither you nor USA TELEPHONE is relying on any representation statement by the other party or any other person not included in this Agreement.

b. **Assignment:** Customers may not modify or assign this Agreement without our prior written consent. In its sole discretion, USA TELEPHONE may assign this Agreement.

c. **Waiver:** The failure of USA TELEPHONE to enforce any provision of this Agreement shall not constitute a waiver by USA TELEPHONE of that or any other provision.

d. **Successors in Interest:** This Agreement is binding upon you and USA TELEPHONE and USA TELEPHONE's agents, heirs, successors and assigns.

e. **Separability:** If any part or provision of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement will remain valid and enforceable.

f. **Governing Law:** This Agreement is governed by and construed under the laws of the State of Maine and applicable federal law, without regard to choice of law principles except that the arbitration provisions in Section 7 will be governed by the Federal Arbitration Act. This government law provision applies no matter where you reside, or where you use or pay for Services.