

Customer Service Agreement

1. Parties

NECC Telecom, Inc. ("NECC") is pleased to provide residential and business long-distance telephone service ("The Services") to you, subject to the provisions of this Customer Service Agreement ("The Agreement"). "You" and "your" refer, as applicable, to you and every person who uses the service provided to you.

2. Responsibility for All Charges

By commencing to utilize The Services provided by NECC, you accept The Agreement. You are responsible for the charges incurred while using The Services. Your enrollment commences with the first provision or availability of NECC services to you. Within then (10) days thereafter, your acceptance of The Agreement will become final. This Agreement will continue in effect thereafter until you do so terminate service from NECC. You agree, for your protection against "slamming" (unauthorized switching of your long distance provider, which occurs without notice to you), that NECC may contact you by if it has reason to believe your account has been switched and you have not notified us in writing or orally of the change, to confirm whether or not you approved the change; and may aid you to return to NECC service and to complain to authorities of being unlawfully "slammed" if you did not.

3. Fees and Rates

NECC reserves the right to add to/round up each call by up to five (5) minutes. It is your responsibility to confirm with an NECC representative the rounding applicable to your Service. NECC will determine, in its reasonable discretion and as required by law, the taxes, fees and surcharges for which you are responsible to pay and which NECC is obligated to collect from you. You acknowledge that rates under your service plan are subject to change upon written notice from NECC (which may accompany your invoice for services and will become effective at the commencement of your next billing cycle if you continue to utilize NECC's services after that time). NECC invoices for taxes, fees and other charges (e.g. sales, use, excise, public utility and other taxes) levied by or remitted directly to federal, state or local authorities, or foreign governments imposed on you or us as a result of providing The Services ("Taxes and Fees"), and the Taxes and Fees and increment multiples may change or increase at any time without notice. We may bill you for a fee we reasonably estimate to recover costs related to governmental mandates and levies; and for similar costs imposed on us with respect to our service to you by other carriers. We are required to use the residential or business street address you provided, which must be within our licensed service area, to determine certain Taxes and Fees. If you give us an address (such as a PO box) that is not a recognized street address, you will be assigned a default location for Taxes and Fees calculation, which may result in a higher or lower charge for certain Taxes and Fees and you have 30 days from the date of the first bill that contains disputed Taxes and Fees to notify us or you waive your right to dispute those Taxes and Fees. You agree that after the initial ten (10) day period described in section 2, any cancellation of your service prior to the completion of three (3) billing cycles (other than as the result of a change in rates, fees and taxes) will require you to pay twenty dollars (\$20.00) as a "Cancellation fee". The Cancellation Fee is due and payable immediately and will be included in your final bill. In the unusual circumstance where you have no usage for six consecutive billing cycles and have a credit balance on your account, you agree that Company will charge you a Dormancy Fee of \$5.00 per billing cycle until your account has a zero balance, at which point your account will be closed.

If you do not cancel The Services within your next billing period following appearance of a change in rates, fees or taxes, then you will have agreed to the increase or modification. Cancellation will be your exclusive remedy for changes in service plan charges invoiced.

We may also bill you for:

- a) a carrier charge or regulatory and administrative fee to recover costs related to federal and state mandates and levies, including, without limitation, fees or costs related to E- 911, local number portability and number pooling (the amount or method of calculation may change at any time without notice to you).
- b) Federal Universal Service Funds (FUSF), and for costs imposed on us with respect to our service to you by other carriers; and
- c) other incidental or contingent charges for bad checks, late payment, shipping and handling costs if you elect billing and payment by mail, and such similar expenses to NECC which are specified in your service plan.

The regulatory and administrative fee and FUSF are not taxes or government required charges. We charge the FUSF based on a percentage of your service charges. A contribution factor provided by the Federal Communications Commission (FCC) (which may change without notice) is one factor used to calculate the percentage. We may impose the regulatory & administrative fee whether or not all or some services are used, or available to you, or in your location.

4. Your Service Plan Rates

Your personal subscription to NECC for long distance service includes the particular services you chose (local toll, state to state and/or international long distance services, with international calling provided through advanced Voice over Internet Protocol), at the specific rates and charges you established when you subscribed. You may have specific rates for several destination countries abroad, and the initial rates may be temporary promotional rates that will revert to others after a set period.

As with any telephone services, your plan prices are subject to taxes, fees and surcharges applicable to all subscribers, as described above. Taxes, fees and surcharges, including the Carrier Charge or Administrative Cost Recovery Surcharge, vary in proportion to service charges. You could also incur contingent charges or lose the agreed favorable rates for late payment, presenting bad checks and the like, including a \$30.00 bad check charge, \$3.99 fee for returned payments by phone for insufficient funds, a \$4.99 fee per billing cycle for uncured late payment, 1.5% per cycle interest on unpaid balances, and, in the event of sustained failure to pay sums due, loss of the benefit of our preferred preferentially low Today's Rates (which would make applicable the Default Rates set forth

under that caption at www.necc.us). You also agree to pay a Directory Assistance Fee of \$1.99 per call you place to Directory Assistance. Initially, you will be subject to a Shipping and Handling Fee each cycle in the amount of \$1.99, to cover our expenses of preparing and mailing paper bills and processing payment, but you may end this charge by electing at any time for online billing and payment.

You will be assigned to a billing cycle in accordance with NECC cash flow management requirements and policies that may vary for 23 to 30 days.

If these particulars are not in accord with your understanding of the offer you accepted, you may cancel our services at any time by calling 1-954-374-6286.

5. Billing and Payment

NECC will provide your bill in a format it chooses, which may change from time to time. Payment of all charges is due upon receipt of your invoice, and is deemed late unless paid by the date there defined. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, NECC may make reasonable adjustments and prorations. Usage may be back billed in a subsequent billing cycle to the extent allowed by applicable law and if so, this usage will be charged as if used during the cycle being billed. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account. For new customers only, your first billing cycle invoice will always be generated. For all other customers, an invoice will only be generated when your usage exceeds \$5.00 for a billing cycle, or every third billing cycle, whichever comes first.

You acknowledge that you are eligible to receive services for the favorable rates, under NECC's preferentially low Today's Rates, which have been offered to you at the time of your subscription for only so long as you maintain a reliable record of payment. Payment for service charges, fees and taxes invoiced to you is due as of the billing date. If you fail to satisfy an unpaid balance of charges invoiced to you for three consecutive billing cycles, all unpaid charges and rates applicable to your account, and taxes and fees for which NECC is obligated to pay others in proportion to its own charges, will revert, for so long as an undisputed, unpaid balance remains unsatisfied, to the highest rates NECC offers ("Default Rates", formerly called the "Standard Customer Plan", available on-line at www.necc.us). You also acknowledge that you will be liable for costs of collection, including reasonable applicable attorney fees, expenses and court costs which NECC may incur if you fail to make payment for the services rendered by NECC.

6. Advance Pay Program

Effective immediately, NECC will be implementing its "Advance Pay Program" (the "Program"). The Program is intended to help avoid delinquent accounts by accumulating enough sums for one billing cycle invoice. The Program is designed to benefit you as the money you advance pursuant to the Program will be placed in an Advance Pay Fund for you and will automatically be used to satisfy any invoice you might have in default, or will be used to help you "skip" paying one invoice up to the amount in the Advance Pay Fund. Please review your bill carefully for a Line Item stating "Advance Pay". The Advance Pay Line Item will be up to ten dollars (\$10.00) per billing cycle. Each billing cycle, the amount represented in your Advance Pay Line Item will be added to your Advance Pay Fund when the invoice amount is paid by you. Once your Advance Pay Fund balance reaches the amount of your next invoice, the Advance Pay Fund balance will automatically be applied to that particular invoice, thus allowing you to "skip" payment for that invoice. The remainder of your Advance Pay Fund balance (if any) will stay in the Advance Pay Fund, and will continue to accumulate until the balance reaches that of your invoice, at which time payment will be made from your Advance Pay Fund, and the cycle will repeat itself. The Advance Pay line item is included in your invoice balance and does not change your obligation to pay that balance in full, including the Advance Pay line item. If you do not pay your balance in full, you may be subject to additional late fees and penalties. No interest shall accrue on the Advance Pay Fund.

7. Low Balance Invoices

We at NECC want to make your life simpler by postponing low balance invoice payments for three consecutive invoices, or until your account balance reaches a \$5.00 minimum, whichever is first. Once your balance reaches the \$5.00 minimum, your account invoice will be generated as usual and standard payment requirements will apply.

8. Deposit and Credit Evaluation

I understand that service is available to me on credit, without automatic suspension when my unpaid charges pass a fixed amount, only with a satisfactory result from NECC on my credit check. Depending on your credit standing, NECC may require a security payment, prepayment or other security as a condition of providing The Services. You will not earn any interest on amounts so paid by you. If your service is terminated, NECC will apply such sums against the outstanding balance in your account, and refund any remaining balance to you.

You authorize NECC before commencing The Services to you, and at any time you have an outstanding, overdue balance, to verify your creditworthiness with a credit reporting agency and to verify your identity.

I do authorize such a credit check to be made for that purpose only.

9. Default and Termination

Without prior notice to you, NECC may, in its sole discretion, terminate your use of The Services if you:

- a) do not pay your account balance in full when due (apart from specific charges you may have legitimately disputed with resolution);
- b) breach any of the material terms of The Agreement; or
- c) become bankrupt or insolvent.

You will not be relieved from liability for charges through any such default on your part, except as the law of debtor protection may allow. All charges become immediately due and payable in the event of your default.

10. Use of the Services

Your use of the Services must comply with the provisions of this Agreement and all applicable laws and regulatory requirements. You agree not to use the Service for any unlawful or abusive purpose or in any way that damages NECC's property or interferes with or disrupts NECC's system or other users or that is in any way unlawful, fraudulent or abusive. You acknowledge that you must not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive or injurious to the recipient. You are responsible for all content I transmit while using the Service. Resale of Service is prohibited without NECC's prior written consent and your attainment of any required regulatory approvals. Some services may not be available or may operate differently in selected markets or jurisdictions.

11. Fraud Prevention

If you find your Service has been or is being fraudulently used, you will immediately notify NECC and provide NECC with the documentation and information it may request (including affidavits and police reports). Until you so notify NECC, you will remain responsible for all charges made to your account. You agree to cooperate with NECC in any fraud investigation and to use any fraud prevention measures NECC prescribes.

Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.

12. Confidentiality of Customer Information

Unless you consented expressly or by implication, or unless disclosure is pursuant to a legal power, all information kept by NECC and its affiliates regarding you other than your name, address and listed telephone number, is confidential and may not be disclosed by NECC to anyone other than:

- i) you or a person who, in NECC's reasonable judgment, is seeking the information as your agent;
- ii) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- iii) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
- iv) an agent retained by NECC to evaluate your credit worthiness, provided the information is required for and is used only for that purpose; or
- v) a public authority or agent of a public authority, if in the reasonable judgment of NECC, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

Express consent may be taken to have been given by you where you provide:

- a) written consent;
- b) oral confirmation by an independent third party;
- c) electronic confirmation through the use of a toll-free number;
- d) consent through other methods as long as an objective documented record of your consent is created by you or an independent third party.

13. Limitation of Liability

NECC is not liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or facility supplier, by unavailability or discontinuation of services to NECC or to other services utilized by NECC, by network problems, lack of connections or network problems, equipment failure or incidents in the course of upgrade or modification, Acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility unavailability or relocation, or causes beyond our reasonable control, including without limitation the failure of an incoming or outgoing call, failure of 9-1-1 service or location services, priority access or secured call service. EVEN IF NECC HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, NECC WILL NOT BE LIABLE TO YOU OR ANY OF MY EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE OR OTHER SERVICES, INCLUDING, WITHOUT LIMITATION: INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE; LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS, COST OF REPLACEMENT PRODUCTS AND/OR SERVICES, SUSPENSION OR TERMINATION OF SERVICES OR YOUR INABILITY TO USE THE SERVICE, THE CONTENT OF NAY MESSAGE OR COMMUNICATION TRANSMITTED TO OR RECEIVED BY YOU; OR LOSSES RESULTING FROM PURCHASE OF GOODS OR SERVICES THROUGH USE OF NECC'S SERVICE OR TRANSACTIONS ENTERED INTO THROUGH USE OF THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN

REMEDIES. WHERE THAT IS SO, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THE MAXIMUM AGGREGATE LIABILITY OF NECC TO YOU, AND THE EXCLUSIVE REMEDY IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE SHALL BE A REFUND OR REBATE OF THE PRORATED PERIODIC OR OTHER SERVICE CHARGES YOU HAVE PAID OR OWE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF MONEY DAMAGES.

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 OAKLAND COUNTY, MICHIGAN. 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 ARBITRATOR 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, MICHIGAN.

14. Billing Provider

As a customer of NECC TELECOM, Inc., you may receive your bill from NECC TELECOM, Inc., from any of NECC's affiliates, or from your local telephone operating company. NECC TELECOM, Inc. will be your long distance carrier or will contract with a carrier who provides high quality voice and data transmission to provide your long distance service.

15. Protection against Unauthorized Use

To protect against unauthorized use, calling card accounts billing more than \$100 per billing cycle may be subject to interruption of service, unless prior arrangements have been made with NECC TELECOM, Inc. at 1-954-374-6286.

16. Customer Complaints

You will report any customer complaints to NECC TELECOM, Inc. by calling 1-954-374-6286.

17. General Provisions

This Agreement, together with the service plan set forth above, NECC's published Service rates, NECC's invoice terms and any guides or manuals that NECC may provide to you regarding The Services, all as amended from time to time, constitute the entire written agreement between you and NECC for The Services and supersede all prior agreements, written or oral.

Any provision of this Agreement that is unenforceable at law will be ineffective to the extent of such enforceability without invalidating the remaining provisions of The Agreement. No failure by NECC to exercise any right under The Agreement will constitute a waiver of any provision of The Agreement. The Agreement inures to the benefit of and is binding on you and your heirs and legal personal representatives. You may not assign or transfer The Agreement. We may assign or transfer The Agreement or any of our rights or obligations hereunder and The Agreement inures to the benefit of and is binding on our successors and assigns.

Revised as of January 25, 2013