

TERMS & CONDITIONS

Total Number Technologies

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- 1. Copyright and Trademark Information.** All materials provided on this Web Site and the design of this Web Site, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and services ("Materials"), are provided by TNT. The Materials are the copyrighted property of TNT or are used with permission. All TNT product names, service names, slogans or logos referenced in this Web Site are trademarks of TNT or are used with permission. All other company, product or service names referenced in this Web Site are used for identification purposes only and may be trademarks of their respective owners.
- 2. Use of Web Site Information.** Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of TNT. Any unauthorized use of any Materials contained on this Web Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. TNT authorizes the viewing, downloading, and printing of the Materials subject to the following conditions: The use of such Materials is personal in nature and not for resale or commercial use; Such Materials shall not be modified or altered, or distributed, published, posted, or transmitted without the express written consent of TNT; There shall be no removal of any proprietary notices, including copyright notices; There shall be no transfer of title; and TNT may revoke the use of such Materials for any reason or no reason at all at anytime. Links to third party web sites on this Web Site are provided solely as a convenience. If these links are used, the user will leave this Web Site. TNT has not reviewed all of these third party sites and does not control and is not responsible for any of these sites or their content. Thus, TNT does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. Any access of the third party sites linked to this Web Site, is done entirely at the user's own risk.
- 3. Subscriber Information.** You agree to provide TNT true, accurate and complete information during your account registration. Complete information includes, without limitation, billing information and address, email address, your name, and a phone number. Inaccurate or false information provided to TNT may, at TNT's sole discretion, terminate or suspend your service. When any of the listed information changes, you agree to update TNT's records in a timely manner.
- 4. Money-Back Guarantee.** Money-Back Guarantee provided up to 30 days for service fees. Please note any minutes used prior to canceling service and setup/activation fees are not refundable.
- 5. Term.** The term of this Agreement begins on the date we activate service. This Agreement will continue from month to month until terminated by either party upon 30 days notice. All cancellations must be in writing, in accordance with the terms of our cancellation policy: http://www.tntvoice.com/branding/tnt/en/cancellation_policy.htm. *If you are not billed directly by TNT, cancellation and billing policies may differ from those of TNT. Please contact the company from whom you are billed to obtain their specific policies.*
- 6. Order Procedures.** TNT agrees to process orders within 24-72 business hours. Business days are considered Monday through Friday. Confirmation and/or delivery methods will include either oral, email, or facsimile. For security purposes, orders totaling one-hundred dollars or more may require some forms of identification before processing.
- 7. Acceptable Use Policy.** You agree that it is your responsibility to use services in accordance with all applicable local, state, federal and foreign laws and regulations. Resale of your number, the service, or any part thereof, is prohibited without prior contractual arrangements with TNT and any required regulatory approvals. You have no ownership rights to any phone number; we may change your number by giving you notice, although we will take all reasonable steps not to do so. To avoid unauthorized use, you should change your Access Code at least once each month. You agree to obey all laws and regulations regarding telemarketing, facsimile blasts and personal data privacy. All messages you send through service must reference your name and contact information. Upon termination of the service, your right to use service immediately ceases. You shall have no right and TNT will

have no obligation thereafter to forward any unread or unsent messages to you or any third party. By advertising goods and services via transmission of unsolicited messages or facsimiles, you may be in violation of state, federal, and international regulations and laws and may be subjected to penalties.

- a. **Authorized Use:** You should refrain from sharing your Access Code to anyone and should take appropriate measures to secure your Access Code. You understand and agree, whether or not usage was authorized, that you are financially responsible for all charges relating to service usage from anyone you voluntarily provide your Access Code.
 - b. **Unauthorized Use:** If your service is fraudulently used, you must immediately notify TNT. We have the right to interrupt or restrict service to your number, without notice to you, if we suspect fraudulent or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe.
 - c. **Excessive or Improper Usage:** We may, at any time, with or without notice to you, and at our sole discretion, take any and all measures TNT considers appropriate to maintain the integrity of the systems and the service TNT provides to other customers. Such measures may include, but not be limited to: limiting the number of calls your line may receive at any one time, changing the greeting on your mailbox and/or disconnecting the service. Excessive or improper uses of service include: (a) usage and call patterns that significantly exceeds those considered normal by industry standards in similar subscriber groups; (b) using service as a call center; (c) using service in a large advertising campaign; (d) using service as a chat room; (e) receiving multiple calls at the same time for an ongoing period; (f) using service for dialing into the Internet, ISP, or any type of data transmission; (g) call usage that significantly exceeds your usage history; (h) using service in any way that damages TNT's property; (i) using service in any way that negatively affects the resources and availability of services to other customers. Those who violate this policy may be subject to additional charges, have their service suspended, or have their service terminated at TNT's sole and final discretion.
 - d. **Illegal or Unethical Use:** You agree not to use service for any unlawful, illegal, unethical, or abusive purpose. Illegal or unethical use of service includes, but is not limited to: (a) harassing, threatening, abusive, intentionally aggravation, or any legal rights violation of others; (b) distributing, publishing, or disseminating slanderous, defamatory, or unlawful information; (c) intentional interception of faxes, messages, or any other communication that is privileged; (d) not complying with any 'do not call' or 'do not send' request; (e) using service in way that is contrary to applicable local, state, federal, and foreign laws and regulations. In event of any illegal or unethical account use, TNT reserves the sole right to immediately terminate or suspend your service without notice.
8. **Charges.** You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement. You understand all charges are in US dollars. You are responsible for paying all charges to your account for service, including but not limited to, long distance and directory assistance charges and for all taxes and surcharges imposed on you or us as a result of your use of the service. Each service plan has a flat monthly fee. Toll-Free usage (on Toll-Free number plans) on each call is billed in six-second increments with no minimum, or as otherwise stated by your plan. Toll free numbers may be charged on the incoming calls. These charges will vary according to your service plan. Global Local number plans are generally charged on a flat-rate basis, with no usage charge, however access on these local numbers may be limited to two simultaneous calls, with additional calls getting a busy signal. Unless otherwise noted, all toll-free incoming and outbound calls will be restricted to the 48 continental states. This would exclude Alaska, Hawaii and Canada unless specifically noted in your calling plan. *If you are not billed directly by TNT, charging policies may differ from those of TNT. Please contact the company from whom you are billed to obtain their specific policies.*
9. **Billing and Payment.** Any applicable initiation charges and monthly recurring are billed in advance. Usage charges are billed in arrears. Payment of all charges is due thirty days from the date of the invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and pro-rations. For credit card payments, no additional notice or consent will be required for billings to that credit card or account. You will advise us of any changes to your credit card account, such as account number or expiration date changes. Time is of the essence for payment. Therefore, you agree to pay us interest at the lesser of (a) 18% per annum or (b) the highest amount allowed by law for any amounts unpaid as of the due date. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. We may assess an additional fee of fifty dollars (\$50) or the maximum allowed in your state for any check returned for nonpayment. Notice of any disputes must be in writing and received by us at our address within thirty days after the invoice date or you will waive any objection. We are not responsible for typographical errors including errors in invoicing or the issuance of invoices. *If you are not billed directly by TNT, billing and payment policies may differ from those of TNT. Please contact the company from whom you are billed to obtain their specific policies.*

10. **Default/Termination.** If you fail to pay any amount owed to us within 5 days after the due date, or if you have in the past failed to pay amounts due us or an affiliate of ours, or if you breach any representation to us or fail to perform any of the promises you have made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, in our sole discretion and with or without prior notice, suspend or restrict service and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew service after termination or suspension. Upon termination, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable cancellation fee. You agree to pay all costs including attorney fees, collection costs and court costs we incur in enforcing this Agreement through any appeal.
11. **Account Changes.** You may change service features or service plan by notifying us and paying our standard charges, and by complying with any other requirements we include to accomplish the change. Changes will take effect by your next billing cycle. Any person able to provide your name, address, and your number is authorized by you to receive information about your account, and to make changes to the account.
12. **Storage Capacities and Time Values.** While it is our desire to maintain advertised message storage capacities and time values at all times, they may be changed without notice whenever necessary to maintain the overall integrity of the computer systems and un-interruption of services.
13. **Ownership of Local Number.** You understand and agree that you are not the owner of any local telephone number assigned to you by TNT. Ownership of any such local phone number is vested solely in TNT (who will assign or re-assign such numbers to you for your use during the term of this Agreement). You understand and agree that (a) TNT may from time to time need to change the local number assigned to you (due to an area code split or for any other reason outside of TNT's control) and (b) following the termination of your TNT account for any reason you will no longer have access to such local number. In either case, such local phone number may be re-assigned immediately to another customer and you agree that TNT will not be liable for damages (including consequential or special damages) arising out of any such re-assignment and you hereby waive any claims with respect to any such re-assignment, whether based on contract, tort or other grounds, even if TNT has been advised of the possibility of damages.
14. **Modification; Assignment.** We may change or modify this Agreement from time to time, but any such change (a) will be made in good faith, and (b) if significant (as determined in the sole discretion of TNT), will only be made after first providing you with notice of the change. You can review the most current version of this Agreement at any time at www.totalnumber.com. If you do not agree to a significant change, you may terminate this Agreement by giving us written notice within 15 days of receipt of our notice of such significant change and you will not be charged an early cancellation fee. No hand-marked changes on this Agreement or any amendment will be valid unless we accept the changes in writing. Delivery by facsimile transmission (fax) of a copy of a modification of this Agreement shall be effective as delivery of an original. We may assign all or part of our rights or duties under this Agreement in connection with a sale of all or substantially all the assets of TNT to a third party without notice to you; provided any such third party shall be obliged to honor the terms of this Agreement. You may not assign this Agreement without our prior written consent.
15. **EMERGENCIES.** IN THE EVENT OF AN EMERGENCY WHILE USING YOUR SERVICE, HANG-UP AND DIAL "911".
16. **Disclaimers and Limitation of Liability.** THE MATERIALS CONTAINED ON THIS WEB SITE MAY BE OUT OF DATE OR INCLUDE INACCURACIES AND OTHER ERRORS. ALL MATERIALS ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY OF ANY KIND. WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TNT SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING, OR DOWNLOADING THE MATERIALS. IN NO EVENT SHALL TNT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THIS WEB SITE, EVEN IF TNT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
17. **Force Majeure.** Either party shall be excused from any delay or failure in performance hereunder, other than the payment of moneys, caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, terrorism, war or government requirements.

18. **Privacy.** TNT's Privacy Policy is set forth on the TNT Web Site (<http://TotalNumber.com>). In addition, you authorize our monitoring and recording of your calls to us concerning your account or the service and you consent to our contacting you from time to time by means of (a) automatic dialing equipment, or (b) your TNT voicemail box.
19. **Updates to Legal & Terms.** TNT reserves the right to make updates and modifications to these terms at any time without notice. You are encouraged to review these terms from time-to-time as you utilize your service.
20. **Governing Law.** All matters relating to the access and use of this Web Site shall be governed by the federal laws of the United States and the laws of the State of Florida. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with access and/or use of this Web Site shall be in Seminole County, Florida, if in state court and/or any Federal District Court having jurisdiction.
21. **Indemnity.** You agree to indemnify, defend and hold TNT harmless from and against any and all third party claims, liabilities, damages, losses or expenses (including reasonable attorney's fees and costs) arising out of, based on or in connection with your access and/or use of this Web Site.

Legal Contact Information

If you have any questions about these Terms, please contact us at support@TotalNumber.com. In accordance with the Digital Millennium Copyright Act, it is the policy of TNT to terminate, in appropriate circumstances, the service of any user who is a repeat infringer. However, TNT reserves the right to terminate or suspend the service of a user for only a single infringement, and may or may not, in TNT's sole discretion, attempt to contact such user prior to such termination or suspension.

Last Updated: October 6, 2010