

SIP Bound Corporation User Agreement

(Version 2009.1.2)

This agreement ("Agreement") is between SIP Bound Corporation ("we," "us" or "SIP Bound") and the user ("you", "user", "customer", "referrer", "referee") of any SIP Bound's services ("Service"), including Hello Highway. This Agreement governs all Services. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms. SIP Bound may change the terms of the Agreement from time to time.

1. Service

a. Term

Service is offered on a month-to-month basis. Any account with 12 months of inactivity, including but not limited to billing activities, or calling activities may be terminated at the discretion of SIP Bound.

b. Lawful Use of Service

You agree to use the Service only for lawful purposes. This means that you agree not to use them for transmitting or receiving any illegal, harmful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, profane, racially or ethnically disparaging remarks or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. SIP Bound reserves the right to terminate your service immediately and without advance notice if you violate the above restrictions, leaving you responsible for the full charges to the end of the subscription, which immediately become due and payable. Minutes are to be used for residential voice calls only, excluding 900, directory assistance, dial-up Internet, and fax calls. Customers with usage inconsistent with normal residential voice applications and usage may be required to either select another SIP Bound long distance plan that charges for all long distance calls, or to cancel service. Other restrictions may apply.

c. No Emergency Calls:

By entering into this Agreement You acknowledge and agree that the SIP Bound service does not and does not intend to support or carry emergency calls.

d. No resell

You agree not to resell this service to any third party.

e. No traditional telephone service.

You acknowledge and understand that the VoIP service is not a traditional telephone service or a replacement for your primary or mobile telephone service. Important distinctions (some, but not necessarily all, of which are described in this Terms of Service) exist between the traditional telephone service and the VoIP service provided by SIP Bound.

2. Charges / Payments / Default / Taxes / Termination / Credit Card Billing Information

a. Billing

You must give us a valid credit card number when the Service is activated. If the card expires, or your billing address changes, or the card is cancelled and replaced owing to loss or theft, you

must advise SIP Bound at once. Billing alerts or reminders are sent as a courtesy. SIP Bound is not liable if you fail to renew your service due to inability of receiving billing alerts or reminders; you have to login to your account or contact our billing department to renew your subscription or pay any past due balance regardless.

SIP Bound is not responsible for additional fees charged relating to SIP Bound long distance or international calling service by your cellular or local telephone company.

b. Billing Disputes

You must notify SIP Bound in writing within 7 days after receiving your credit card statement if you dispute any SIP Bound charges on that statement. SIP Bound reserves the right to terminate the service upon notification of dispute by you, the credit card company or bank. Reinstating your account is at the discretion of SIP Bound. You will be fully responsible for all charges disputed; any charges accrued before termination, a \$30 processing fee and \$5 reactivation fee.

c. Payment

SIP Bound only accepts payments by credit card. Your initial use of the Service authorizes SIP Bound to charge the credit card account number on file with SIP Bound, including any changed information given SIP Bound if the card expires or is replaced, for SIP Bound charges that accrue during the billing cycle. This authorization will remain valid until 45 days after SIP Bound receives your written notice terminating SIP Bound's authority to charge your credit card. SIP Bound may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with SIP Bound is declined or in case of any other non-payment of account charges. Termination of Service for declined card or non-payment leaves you FULLY LIABLE to SIP Bound for ALL CHARGES ACCRUED BEFORE TERMINATION and for charges incurred by SIP Bound owing to your non-payment, such as (but not limited to) collection costs and attorney's fees.

d. Termination/Discontinuance of Service

SIP Bound reserves the right to discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If SIP Bound discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable.

e. Taxes

Any applicable sales, use, excise, public utility or other taxes, fees or charges imposed on SIP Bound as a result of providing the Service or a Device will be billed to your account as incurred by SIP Bound. If Customer is exempt from payment of such taxes, it will provide SIP Bound with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date SIP Bound receives the Tax Exempt Document.

f. Credit Card Billing Information Storing Disclosure

Although our user and billing databases are designed to securely store all users and billing information using state of the art network security technology, you are advised that you are using our credit card billing information saving features at your own risk. You further understand that you have the choice to elect not to save your billing information to our database at all.

3. Ownership

You agree that any phone numbers, DIDs or any other numbers made available to you by SIP Bound are not owned by you. You also agree that you have absolutely no right to transfer any number provided by SIP Bound to any other person, entity or company other than SIP Bound. Moreover, you agree and understand that your terminated SIP Bound, phone numbers or DIDs may be re-assigned to another user immediately without notice. In addition, you agree that you will not hold SIP Bound liable for any damages on phone numbers or DIDs re-assignment. You also agree to waive any claims on any phone numbers or DIDs re-assignment regardless of whether the claim is based on tort, contractual or other grounds, even if SIP Bound has been informed of the possibility of damages.

4. Limitations

a. Limitation of Liability

SIP Bound shall not be liable for any failure to provide the Service, at any time or from time to time, or any degradation of voice quality, fax transmission quality that is caused by any of the following:

- 1.) act or omission of an underlying carrier or third party;
- 2.) equipment, software, network or facility failure;
- 3.) equipment, software, network or facility upgrade or modification;
- 4.) force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
- 5.) equipment, software, network or facility shortage;
- 6.) equipment, software or facility relocation;
- 7.) service, equipment, software, network or facility failure caused by the loss of power to Customer; or
- 8.) any other cause that is beyond SIP Bound's control, including without limitation the failure of an incoming or outgoing call to be connected or completed, or degradation of voice quality and fax transmission quality.

SIP Bound's liability for any failure or mistake shall in no event exceed Service charges on account of the affected time period. SIP Bound is not liable for incidental or consequential damages of any type.

You are responsible for notifying us of any changes in your email address by e-mailing us at support@mysipbound.com, and we may continue to use your previous e-mail address unless and until we have received your notice of address change.

IN ANY ACTIONS ARISING FROM THE ALLEGED BREACH OF THIS AGREEMENT, SIP BOUND SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT OR OTHERWISE, EVEN IF SIP BOUND HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE. ALL SERVICES PROVIDED BY SIP BOUND ARE PROVIDED "AS IS". SIP BOUND DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR SERVICE WILL BE CORRECTED.

b. Indemnification

Customer agrees to defend, indemnify, and hold SIP Bound, its officers, directors, employees, shareholders, affiliates and agents and any other supplier and service provider who furnishes

services to Customer in connection with this Agreement or the Service, harmless from and against all losses, expenses, costs, claims, including attorney fees or damages by, or in the right of, Customer relating to this Agreement, the Services, or the Device, or asserted by any third party due to or arising out of your use of or conduct on the Service. This paragraph shall survive termination of this agreement.

c. No Warranties on Service

SIP Bound makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness of the Service or the Device for a particular purpose. Neither SIP Bound nor its vendors will be liable for unauthorized access to SIP Bound's or Customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, Customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of SIP Bound's or its vendors' negligence. Statements and descriptions concerning the Service, if any, by SIP Bound's agents are informational and are not given as a warranty of any kind. SIP Bound cannot and does not guarantee or warrant that the files or email attachments available for downloading will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

d. No Warranties, or Limited Warranties, for services and devices

If Customer purchased the Device new from SIP Bound and the Device included a limited warranty at the time of purchase, Customer must refer to the separate limited warranty document for information on the limitation and disclaimer of certain warranties. If Customer's Device did not include a limited warranty from SIP Bound at the time of purchase, Customer agrees that it accepts its Unit "as is" and that Customer is not entitled to replacement or refund in the event of any defect.

5. Resolution of disputes

a. Mandatory Arbitration

Any dispute or claim between Customer and SIP Bound arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in Syracuse, New York in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrators must be entered in the state and federal courts of Onondaga County, New York. All claims shall be arbitrated individually and Customer will not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. The arbitrator shall have no authority to award punitive damages. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

6. Privacy and Notices

a. Privacy

IP telephony utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. SIP Bound is not liable for any lack of privacy which may be experienced with regard to the Service. We are committed to your privacy in every transaction. At SIP Bound, respecting the privacy and security of your personal information is important to us. We want to make sure that your personal information is protected. We only grant access to personal information about you (such as your name, address, etc.) to company employees so that they can provide or offer products and services to you, process and service your accounts,

and administer our business. We only share your personal information with financial service providers with which we process our credit card transactions.

b. Notices

Notices to Customer shall be sent to the email address on file for Customer at SIP Bound and will be considered given on the date sent by SIP Bound.

c. Delivery/Timing & Method of Delivery of Service

SIP Bound only offers services to registered customers. Registering for service is easy. Once you have reviewed the SIP Bound site and have decided you want to register, simply click on our Register Now button at the top of any page. Please note that once you have registered for service using our easy sign up module, a SIP Bound representative will call you within 24 hours to verify your information and finalize your registration. We do this to protect both our customers and ourselves from any possible fraud.

Upon activation you will be able to begin using SIP Bound services by dialing one of our global access numbers. For additional information regarding utilizing SIP Bound services you may refer to the frequently asked questions (FAQ) portion of our web site.

d. Refund Policy

At SIP Bound we are committed to delivering high quality service every day. However, circumstances beyond our control may result in occasional disruptions in service. We will issue a credit or a refund in the following circumstances:

If you are charged for a call that was never completed (there was no answer). Upon verification, we will credit your account the amount charged

If you have an active account you purchased within last 30 days that never was used, and wish to discontinue the service.

If you were incorrectly charged for services not received or for which you did not sign up. In such cases, you must contact Customer Service within 24 hours of the attempted call or discovery of the erroneous charges.

There are no refunds for any voice services that has been partially used.

7. General

This Agreement shall be deemed to have been made in the State of New York, and the provisions and conditions of this Agreement shall be governed by and interpreted in accordance with the substantive law of the State of New York, without regard to conflict of laws provisions. Any dispute arising out of this Agreement shall be resolved in the state and federal courts in Onondaga County, New York, and each party hereby consents to the exclusive jurisdiction thereof. SIP Bound also reserves the right to seek compensation for any attorney fee incurred. Should you have any questions concerning this Agreement, or if you desire to contact SIP Bound for any reason, please contact: support@mysipbound.com.