

VOIP SERVICE AGREEMENT

THIS VOIP CUSTOMER AGREEMENT (“AGREEMENT”) DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH THE (“INCORPUS,” “WE,” “US”) WILL PROVIDE ITS VOICE OVER INTERNET PROTOCOL SERVICES TO YOU ON PREPAID BASIS ALONG WITH EQUIPMENTS AND DESIRED MATERIALS.

IF YOU ARE A NEW CUSTOMER, YOUR ACTIVATION OF AN ACCOUNT AND RECEIPT OF THE VOIP SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU.

For purposes of this Agreement the terms "You," "Your" and “Customer” refer to you, the INCORPUS customer.

Thank you for choosing INCORPUS for your VoIP Services. INCORPUS is happy to answer any questions you may have and to provide you with technical and other customer support through the following email address:

helpdesk@incorpus.com

or you may write to:

<http://tickets.incorpus.in>

and, for general knowledge, try our website at www.incorpus.in

THE VOIP SERVICES

- a. **Services Defined.** The VoIP Services convert voice communications into Internet protocol ("IP") for two-way calling, and provide a range of other related features and functionalities. You can find more information about the VoIP Services at www.incorpus.com (or at an alternate site if we so notify you).

THIS AGREEMENT INCORPORATES BY REFERENCE ANY PRICING INCLUDED ON THE INCORPUS WEBSITE. INCORPUS's contractors may perform some or all of INCORPUS's duties and obligations under this Agreement.

- b. **VoIP Services versus traditional telephone services.** The VoIP Services are not traditional telephone services, and we provide them on an as-is basis. Important distinctions exist between traditional telephone services and the VoIP Services. Some but not all of these distinctions are outlined in this Agreement. The VoIP Services are subject to different regulatory treatment than traditional telephone services. This treatment may limit or otherwise affect your rights and remedies before regulatory agencies and courts.
- c. **Changes in Services offered.** INCORPUS reserves the right to change the VoIP Services that we offer, and our prices or fees related to such VoIP Services at any time. If the change affects you, we will provide you Notice (as defined in Section **14.b**) of the change and its effective date. Changes in prices will become effective upon the prior notice of 7 days or in exceptional circumstances or In urgency with 24 hours Notice under Section 14.b, posting on our website at www.incorpus.in.

d. **Acceptable use policy.** You agree to ensure that all uses of the INCORPUS Equipment and the VoIP Services installed at your premises ("use" or "uses") are legal and that all uses by you or by any other person, whether authorized by you or not ("user"), comply with all applicable laws, regulations, and written and electronic instructions for use. INCORPUS reserves the right to act immediately and without Notice to terminate or suspend the VoIP Services and to remove from the VoIP Services any information transmitted by or to you or users if INCORPUS determines that such use or information does not conform with the requirements set forth in this Agreement, interferes with INCORPUS's ability to provide the VoIP Services to you or others, or reasonably believes that such use or information may violate any laws or regulations. INCORPUS's action or inaction under this Section shall not constitute review or approval of your or any other users' use or information.

E. Service distinctions

- a. VoIP service is not a telecommunications service. This service is subject to different regulatory treatment than telecommunications service.
- b. Events beyond our control may affect your service such as power outages, fluctuations in the internet, and outages/issues with upstream backbone providers, etc.
- c. You acknowledge that our service may not be compatible with all non-voice communications equipment, including, but not limited to

home security systems, satellite television systems, fax machines, computer modems, medical equipment, etc.

- d. By signing up for this service through Direct Communications, you waive all claims against interference or disruption of these services and equipment. We do not guarantee the service of modems and faxes over the VoIP system. Some devices work fine communicating with this type of service, while others do not.
- e. Direct Communications is required by law to cooperate with law enforcement and investigative government agencies. When a lawful request is made by a law enforcement or relevant government agency we are required to disclose your name, phone number, credit information and other personal information about your account, use of service, length of service, IP address etc. to the requesting agency.
- f. **Directory listing.** The phone number that you use with the VoIP Services will not be listed in any directories.

2. BILLING POLICIES AND PAYMENTS FOR THE VOIP SERVICES

- a. **Billing and payment.** You agree to pay all amounts billed for the VoIP Services and to pay all taxes, fees and other charges, if any, which are now or may in the future be assessed on the VoIP Services you receive from us, including to recover amounts that we may be required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs such as universal service fees in excess of prepaid amount paid by you.

Billing difference i.e. excessive bill from your switch will not be entertained by us, we will only check our billing system for any billing difference if we find it perfect then we are not liable to pay the refunds.

Any billing dispute will get resolved within 72 working hours till which the services will be put on hold.

Rates are subject to change with prior sudden notice to you.

- b. **Service Activation Date.** Billing for the VoIP Services will commence after verifying customer identity and address proof as its internet telephony.
- c. **Payment.** Payment for equipment such as switch, server, DIDs & Toll free numbers shall be given by you separate from the actual VOIP process charges, in advance a meager amount of RS..... shall be given by you as a security deposit which may be returned to you after the termination of this agreement by anyways except on default made on your part.
- e. **Failure to make payments,** bankruptcy, insolvency. If you at any time fail, neglect, or refuse to make timely payments hereunder, or if a petition in bankruptcy shall be filed on your behalf or against you, or if you take advantage of any insolvency law or become insolvent or make an assignment for the benefit of creditors, or if a receiver, liquidator, or trustee is appointed for your property or affairs, we shall be wholly relieved from our obligations hereunder.
- f. **Costs of collection.** If we use a collection agency or attorney to collect money you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of

collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees and court costs. If there are billing errors or other requests for credit, you can contact our customer support center by telephone or in writing. You must contact us within 60 days of the time you receive the billing statement for which you are seeking corrections. Failure to timely notify us of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for VoIP Services must be made directly by you to us. INCORPUS shall have no obligation to provide VoIP Services for which payment is made by you to a third party.

- g. **Additional charges.** In addition to the amounts due for the VoIP Services, you agree to pay the fees referenced below ("Fees") when applicable. INCORPUS reserves the right to increase these Fees or add additional Fees in the future, in our sole discretion, upon the earlier of 30 days' Notice to you under Section 14.b, or 30 days from posting on our website at www.incorpus.com .

Returned Payment Fee - 2000 INR or \$30.Whichever is higher

Installation Charge - DID & TFN starts from \$5- \$50.

Local Number Portability Charge Starts from- \$10 to \$60

Number Change Charge – Setup along with one month advance.

In the event that special construction or networking is needed or requested by the customer, additional technical labor is billed at Rs 3,000 or \$50/hr or whichever is higher.

- g. **Rounding of Fractional Charges.** If a computed charge includes a fraction of a paisa, the fraction is rounded up to the nearest whole rupee.
- h. **Third-Party Charges That Are Your Responsibility.** The VoIP Services may allow you to access "dial-up" Internet service providers, other enhanced service providers, and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- i. **Term Agreements.** If you enter into a Term Agreement for the VoIP Services and your account is past due, INCORPUS may, at its option, suspend your VoIP Services until payment is received, and/or terminate the Term Agreement. In the event that INCORPUS early terminates the Term Agreement as a result of your account being past due, you will be required to pay 100% of the monthly recurring fees for each month remaining in the Term Agreement.
- j. **Credit inquiries.** You authorize INCORPUS to make inquiries and receive information about your credit from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.

3. TERMINATION OF THIS AGREEMENT

Subscriber may terminate this Agreement by submitting a request for termination (Indian Post or telephonically) to the addresses listed in this agreement. Requests received prior to close of business shall have a termination date of the next business day.

- a. **Continuation of Service.** Your VoIP Services will continue until cancelled as provided for in Section 3.b below, or until otherwise terminated under the terms of this Agreement. If you have a Term Agreement with INCORPUS, after the expiration of the Term, INCORPUS will continue to provide the VoIP Services on a month-to-month basis under the terms of this Agreement until cancelled or terminated as provided in this Agreement.

- b. **How to cancel.**
 - i. **Month-to-month accounts.** You have the right to cancel the VoIP Services for any reason at any time by notifying INCORPUS via telephone or in writing at the phone number or address set forth above. For month- to-month accounts, the cancellation will be effective at the end of the period covered by the last monthly bill. No refunds or credits will be provided in connection with the cancellation of month-to-month accounts.
 - ii. **Term Agreements.** If you have a Term Agreement, the cancellation will be effective as of the date the Term Agreement expires. Because you are receiving a discounted price in exchange for the Term Agreement, in the event that you cancel the VoIP Services prior to expiration of Term Agreement, you understand and agree that you are not entitled to any refund or credit for the unused portions of

the Term Agreement and that INCORPUS has the right to retain any prepaid monies as liquidated damages. Please be aware that certain promotional offers have a Term Agreement.

- c. **Termination by INCORPUS.** INCORPUS has the right to terminate your VoIP Services at any time without providing notice to you if: (i) you fail to pay your bill when it is due; (ii) we receive confirmation that you have received the VoIP Services, or any part of the VoIP Services without paying for them; or (iii) you otherwise violate the terms of this Agreement.
- d. **Outstanding balance.** If your VoIP Services are cancelled for any reason, you are still responsible for payment of all outstanding balances accrued, including any applicable fees.
- e. **Charges nonrefundable.** You understand that charges for the VoIP Services, once charged to your account, are nonrefundable.

4. **CUSTOMER EQUIPMENT, DOWNLOADS, RESTRICTIONS ON SOFTWARE**

INCORPUS will not be responsible for ACD (Average call duration) and ASR (Average seizure ratio) of your traffic.

INCORPUS will not be responsible in case of loss of any data in case of default on your side, equipment, it is suggested that you shall keep backups of your data to save time, money and value of this clause.

- a. "Customer Equipment" That You Must Provide. In order for you to receive the VoIP Services you are required to provide certain equipment such as a phone handset or equivalent, phone inside

wire and outlets, and a powered electrical outlet. Equipment provided by you will be deemed “Customer Equipment” under this Agreement. Because we may have limited ability to install wire or outlets in a rental property, you may wish to provide a cordless phone if you live in an apartment so that you can use the VoIP Services throughout your dwelling.

- b. **Downloads.** To optimize the performance of its network, INCORPUS reserves the right to alter software in the INCORPUS Equipment and Customer Equipment (as defined above) through periodic downloads. INCORPUS will use commercially reasonable efforts to schedule these downloads in a manner that results in the least amount of interference with or interruption to your VoIP Services.
- c. **Restrictions on software.** The INCORPUS Equipment and MTA/EMTA contain certain components and software which are proprietary to INCORPUS or its licensors. You agree that you will not try to reverse-engineer, decompile or disassemble any software or hardware contained within the INCORPUS Equipment or MTA/EMTA. Such actions are strictly prohibited and may result in the termination of your VoIP Services and legal action.
- d. **Ownership and specifications of Customer Equipment**
 - i. **Ownership.** You represent that you either own the Customer Equipment or have the right to use that equipment in connection with the VoIP Services. INCORPUS shall have no obligation to provide, maintain, or service the Customer Equipment (including but not limited to any MTA/EMTA (If any) that you have purchased).

- ii. Specifications for Customer Equipment and Internet connection. Any Customer Equipment that you use in connection with the VoIP Services must meet INCORPUS's current minimum technical and other requirements. You may not use the VoIP Services without an INCORPUS broadband Internet connection.

- iii. **Non-Recommended Configurations.** If you install or use in connection with the VoIP Services Customer Equipment or an Internet connection that does not comply with Section 4.d.ii above (a "Non-Recommended Configuration"), you agree that (i) you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the MTA/EMTA; and (ii) the following limitation of liability shall apply: INCORPUS, ITS EMPLOYEES, OFFICERS, AGENTS, AFFILIATES, CONTRACTORS, REPRESENTATIVES AND THIRD-PARTY PROVIDERS (COLLECTIVELY "INCORPUS PARTIES") MAKE NO WARRANTY THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE VOIP SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NONE OF THE INCORPUS PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH DAMAGE, NOR FOR ANY INJURIES OR DAMAGES RESULTING THEREFROM, INCLUDING INJURIES OR DAMAGES RESULTING FROM FAILURE OF 911/E911, OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

IV. **Retention of Rights.** INCORPUS and its third-party providers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, data, files, or other customer information that is stored on INCORPUS's or its suppliers' servers or systems, in accordance with their storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, data, files, or other customer information.

5. **INCORPUS'S ACCESS TO CUSTOMER PREMISES:**

i. **Access.** From time to time, INCORPUS may need to enter the premises at which you will use the VoIP Services ("Premises") in order to install, maintain, inspect, repair, and remove the INCORPUS Equipment. Accordingly, you authorize INCORPUS and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us.

ii. **Authorization for Access.** You warrant either that you are the owner of the Premises, or if you are a tenant, that you have the authority to afford us access to the Premises. If you are not the owner of the Premises, you agree to supply us, if we ask, the owner's name and address, and evidence or written consent from the owner that the owner has authorized you to grant access to the Premises and to install equipment.

7. **INCOMPATIBILITY OF THE VOIP SERVICES WITH CERTAIN EQUIPMENT, SERVICES, AND ACTIVITIES**

- a. **Incompatible Equipment and Services.** You acknowledge and understand that the VoIP Services may not support or be compatible with:
- i. Non-Recommended Configurations as defined in Section 4.d.iii (including but not limited to MTA/EMTAs not provided by INCORPUS);
 - ii. Certain non-voice communications equipment, including but not limited to alarm or home security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up" modems;
 - iii. Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units;
 - vi. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling and outbound satellite calling).

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE INCORPUS PARTIES FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN INCORPUS'S EQUIPMENT (IF ANY) OR THE VOIP SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 3.

- c. **You Assume the Risk of High-Risk Activities.** As further described in Section 12(a), The VoIP Services are not represented as fail-safe.

They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the VoIP Services could lead to material injury to business, persons, property, or the environment.

- d. That if you are taking any kind of customized rates in exchange of committed volume then they are liable to maintain minimum of 85% of the committed volume if they fail to give minimum of 85% rate volume then we hold the rights to change the rates to the standard pricing with sudden notice.

8. **CUSTOMER PRIVACY.**

You have certain privacy rights under federal law. Please see the Subscriber Privacy Notice for more information. The Subscriber Privacy Notice is available on INCORPUS's website, or by calling INCORPUS at +1-415-690-2195

9. **LIMITS ON YOUR USE OF THE SERVICES**

- a. Residential Use Only. Unless you subscribe to a service plan that expressly permits otherwise, you agree to use the VoIP Services solely in a private residence; in living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house; or in the residential portion of a premises which is used for both business and residential purposes. Without limiting the generality of the foregoing, you agree to use the VoIP Services only for personal and non-commercial purposes, however, you are permitted to use the VoIP Services to make business calls that are incidental to your

personal and non-commercial use of the VoIP Services. You may not resell the VoIP Services. You expressly agree not to use the VoIP Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that the VoIP Services are being used in violation of this Agreement, we reserve the right to immediately and without Notice to terminate or modify the VoIP Services and to assess additional charges for each month in which excessive usage occurred.

- b. **No resale.** You agree and represent that you are buying the VoIP Services for your own personal use only and that you will not resell or permit another to resell the VoIP Services as only resellers are permitted to resell the VOIP services without any commitment of white labeled reseller ship.
 - c. **No tampering with the VoIP Services.** You shall not attempt to hack or otherwise disrupt the VoIP Services or make any use of the VoIP Services that is inconsistent with this Agreement or their intended purpose. We reserve the right to terminate your VoIP Services if we believe, in our sole and absolute discretion, that you have tampered with the VoIP Services. In the event of such termination, you will remain responsible for charges to the end of the month of termination, any unbilled charges, and a termination fee, all of which will be immediately due and payable.
10. **REPRESENTATIONS AND WARRANTIES OF CUSTOMER.** You represent and warrant that you are at least 18 years of age.

11. **TRANSFER OF VOIP SERVICES OR PHONE NUMBER.**

- a. If you are switching to the VoIP Services from another service provider, you may not be able to transfer your existing phone number to the VoIP Services. If you are able to transfer (“port”) your existing phone number to the VoIP services, you may be charged a fee by INCORPUS to complete the transfer.
- b. To transfer your phone number from INCORPUS to another provider, you must place the order to transfer the VoIP Services with your new service provider. You cannot place the order with INCORPUS. INCORPUS will release your phone number to your new service provider, provided that:
 - (i) Your new service provider submits a properly completed transfer request to INCORPUS;
 - (ii) Your new service provider will accept transfer of the phone number without delay or charge to INCORPUS; and
 - (iii) Transfer of your existing phone number to the new service provider will not violate applicable law or our policies and procedures. You may be charged a fee by INCORPUS to complete the transfer (“port”) of your number to a new service provider.
- c. Applicable number porting fees can be found at www.incorpus.com or by calling us at

12. **LIMITATION OF LIABILITY; INDEMNIFICATION; NO WARRANTIES; WARNINGS**

- a. **Limited warranty.** THE VOIP SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR

IMPLIED. NONE OF THE INCORPUS PARTIES WARRANT THAT THE VOIP SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NONE OF THE INCORPUS PARTIES WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN “UNENCRYPTED” FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED.

- b. **Limitation of INCORPUS Parties’ liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, OR OTHERWISE), SHALL THE INCORPUS PARTIES HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE VOIP SERVICES, INCLUDING BUT NOT LIMITED TO: LACK OF 911/E911 SERVICES OR DIALING ASSOCIATED WITH A SECURITY SYSTEM OR INCORPUS EQUIPMENT OR YOUR RELIANCE ON OR USE OF INCORPUS

EQUIPMENT OR THE VOIP SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF INCORPUS EQUIPMENT OR THE VOIP SERVICES; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF INCORPUS EQUIPMENT OR THE VOIP SERVICES BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

- c. **Customer's Indemnification of INCORPUS Parties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE INCORPUS PARTIES HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS' USE OF THE VOIP SERVICES OR ANY INCORPUS EQUIPMENT OR MTA/EMTA (If Any) PROVIDED BY INCORPUS (IF ANY), INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 SERVICES OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. YOU AGREE THAT NONE OF THE INCORPUS PARTIES SHALL BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS THAT

ARISE FROM YOUR USE OF THE VOIP SERVICES, INCORPUS EQUIPMENT, OR ANY MTA/EMTA PROVIDED BY INCORPUS. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

- d. **Limitations on INCORPUS's liability for Customer Equipment and software.** Customer Equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair, and removal of the INCORPUS VoIP Services, and upgrades to firmware or software embedded in the INCORPUS VoIP Services. Except for gross negligence or willful misconduct by us, none of the INCORPUS Parties shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment. Use of certain features of the VoIP Services may require special software, applications, or access to web portals. INCORPUS makes no representation or warranty that any software or application installed on your computer or web portal does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NONE OF THE INCORPUS PARTIES SHALL HAVE

ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

- e. **Rights and remedies.** Nothing contained in this Agreement shall be construed to limit INCORPUS's rights and remedies available at law or in equity. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. The liability of the INCORPUS Parties is limited as set forth by this Agreement, or, where applicable law limits such limitations of liability, to the maximum extent permitted by law.

If we notice any client is sending spam traffic/ junk traffic on any given route then we hold the rights to block them without any prior notice until resolved in this case we will not issue any refund to you.

- f. **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

- g. **You agree that we are not responsible for any third party claims against us that arise from your use or your invitee's 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. You also agree that no third party provider or their directors, officers or employees that are directly or indirectly associated with us in the performance of our services shall be liable to you for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.

13. **DISPUTE RESOLUTION.**

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

In case of any dispute raised, the dispute will be tried to be resolved within 72 hours of initiation, the services agreed will be stayed on hold temporarily till the complete resolution of the disputes, and no party will withdraw any of its liability in due course.

- a. **Binding Arbitration.** The arbitration process established by this section is governed by the Arbitration and Conciliation Act, 1956. You have the right to take any dispute that qualifies to small claims court rather than arbitration. All other disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one (1) arbitrator using the procedures described by this Section.

You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

The Place of Arbitration shall be in Delhi being a neutral place, and the Courts of Delhi will have exclusive Jurisdiction to deal with the disputes arose in this agreement and related transactions.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE NOT EXPRESSLY AUTHORIZED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND INCORPUS BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

- b. **Arbitration Information and Filing Procedures.** Before you take a dispute to arbitration or to small claims court, you must first contact our customer account representatives at the customer service number on your INCORPUS bill for the Services, or write to us at ***admin@incorpus.in***, and give us an opportunity to resolve the dispute. Similarly, before INCORPUS takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty (60) days from the date you or INCORPUS is notified by the other of a dispute, then either party may then contact the ARBITRATOR/ATTORNEY and request arbitration of the dispute. Information about the arbitration process and the ARBITRATOR/ATTORNEY's Arbitration Rules and its fees are available from the ARBITRATOR/ATTORNEY. Any arbitration shall remain confidential. Neither you nor INCORPUS may disclose the existence, content or results of any arbitration or award, except as may be required by law, or to confirm and enforce an award.

ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE DATE THE BASIS FOR THE CLAIM OR DISPUTE FIRST ARISES.

- c. **Fees and Expenses of Arbitration.** You must pay the applicable ARBITRATOR/ATTORNEY filing fee when you submit your written request for arbitration to the ARBITRATOR/ATTORNEY. The ARBITRATOR/ATTORNEY's filing fee and administrative expenses for a document arbitration will be decided by mutual consent of parties in accordance to the ruules, except that for claims of less than one Lakh Rupees (Rs. 1,00,000), you will only be obligated to pay a filing fee of Fifty Thousand rupees (Rs. 50,000) and we will pay all of the ARBITRATOR/ATTORNEY's other costs and fees. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. The prevailing party may, however, seek to recover the ARBITRATOR/ATTORNEY's fees and the expenses of the arbitrator from the other party.

14. MISCELLANEOUS

- a. **Physical Address/Change of Address.** When setting up your account, you agree to provide us with the physical street address where VOIP services to be provided. A post office box does not constitute a physical address and is not sufficient to meet this requirement. You agree to give us prompt notice of your change of name, mailing address, physical address where INCORPUS services to be provided or telephone number. You may do this by notifying us at admin@incorpus.in or in writing.
- b. **Notice.** If we send you notice, it will be considered given when deposited in the Post/ Courier, addressed to you at your billing address or hand-delivered to you, or sent to you via email to any

INCORPUS email account. You acknowledge and agree that you are responsible for monitoring your INCORPUS email account for any notices. Our notice to you will also be effective if provided on your billing statement or by telephone. If you give notice to us, it will be deemed given when received by us at the address listed on the first page of this Agreement.

- c. **Applicable Law.** This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable Indian law, the laws and regulations of India and the local area where the VoIP Services are provided. These terms and conditions are subject to amendment, modification or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.
- d. **Trademarks.** Neither party may use the other party's name, trademarks, trade names or other proprietary identifying symbols without the prior written approval of the other party.
- e. **Force majeure.** INCORPUS shall not be liable for any delay or failure in performance due to force majeure, which shall include without limitations, acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond INCORPUS's reasonable control. You are responsible and acknowledge 100% liability and responsibility for all customer

network security systems, firewalls and any other network security necessary to protect your data, systems or networks.

- f. **Transfer of account,** services or INCORPUS Equipment. INCORPUS may sell, assign or transfer your account to a third party without notice to you. You may not assign or transfer your VoIP Services without our written consent which will not be unreasonably withheld. We may, however, refuse to allow you to assign or transfer your VoIP Services if you lease your INCORPUS Equipment or if your account has an outstanding balance.
- g. **Other.** This document and any Term Agreement contains the entire agreement between INCORPUS and you, the customer, and no salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change the terms of this Agreement or any Term Agreement. INCORPUS may, however, change the terms and conditions of this Agreement in the future and will notify you if that occurs. The terms of this Agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, shall continue thereafter until fully performed.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect. We hold the rights to make alterations in the terms and conditions of this agreement with your consent.



Signature of Service provider

Signature of Client

Date_____