



The use of services provided by Solving IT LLC LLC [hereafter referred to as "Solving IT LLC"] constitutes agreement to these terms. BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

E911 Service

Solving IT LLC provides you with phone services over your broadband connection. There is an important difference between the Solving IT LLC service and the phone service provided over a traditional phone line -- this difference is that the 9-1-1 dialing feature with Solving IT LLC has important limitations that you should be aware of and that you advise others that may use the Solving IT LLC service in your residence or business.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE Solving IT LLC SERVICE BY LOGGING INTO YOUR CONTROL PANEL AND PROVIDING A VALID PHYSICAL ADDRESS.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE Solving IT LLC SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION.

Additional limitations are as follows:

If you lose power or there is a disruption to power at the location where Solving IT LLC is used, neither Solving IT LLC nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the Solving IT LLC device prior to utilizing the service, including the 9-1-1 dialing feature.

If your Internet connection or Broadband Service is lost, suspended, terminated or disrupted, neither Solving IT LLC nor the 9-1-1 dial feature will function until the Internet connection or Broadband Service is restored.

If your Solving IT LLC account is suspended or terminated, the Solving IT LLC service outage will prevent the 9-1-1 dialing feature from functioning. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing Solving IT LLC as compared to traditional 911 dialing over traditional public telephone networks.

You are responsible for the accuracy and the completeness of the address that you submit to Solving IT LLC for the location at which Solving IT LLC will be used and to which emergency service will be sent in the event that you use the

PHONE

FAX

WEB

Solving IT LLC 9-1-1 dialing service. You are responsible for updating and of the advising us of any and all changes to the address or location at which Solving IT LLC will be used. Solving IT LLC uses a third party to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither Solving IT LLC, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to Solving IT LLC 9-1-1 dialing service unless such claims or causes of action arise from Solving IT LLC's gross negligence, recklessness or willful misconduct. You agree to release, indemnify, defend and hold harmless Solving IT LLC, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, Solving IT LLC 911 dialing feature or service or access emergency service personnel.

Equipment

Solving IT LLC provides all residential customers with a telephone adapter and softphone solution to use to connect to our service. This device remains the property of Solving IT LLC and must be returned to cancel service or if a replacement device is issued. Users are not authorized to update the firmware, load third-party firmware, or otherwise tamper with Solving IT LLC-owned devices. If a user attempts any of these things and damages the device, they will be responsible for the purchase of the device for \$49.95.

Users must not attempt to reset the device to a factory default setting by using the "reset button" on the back of the device. If a user resets the device using this reset button, the user may be responsible for the purchase of the device and for all shipping costs related to reprogramming/replacement. Service credits will NOT be issued for the time the service is down due to the user-initiated device reset.

The use of any other third party PBX systems or PBX software (such as Asterisk) is strictly prohibited. Users who attempt to circumvent this restriction face immediate termination of their service. Solving IT LLC reserves the right to remotely access and manage any devices connected to our network.

Miscellaneous

Solving IT LLC reserves the right to refuse to provide service to anyone at its sole discretion with or without reason. Solving IT LLC also reserves the right to terminate accounts with or without reason at its sole discretion. If Solving IT LLC terminates service for any reason other than a Terms of Service violation, the customer will receive a full prorated refund for any prepaid service. If Solving IT LLC terminates service for Terms of Service violation, the user is not entitled to any refund.

Calls to Alaska, Hawaii, and other offshore destinations are not included in Solving IT LLC's calling plans and are billable at the rates published on the international rates page.

Support

Solving IT LLC provides support for using our service and provided hardware only. We do not provide troubleshooting or support for routers, computers or internet connections. The provided phone adapter has a built in router is designed to be connected directly to a modem and then your existing router or computer connected to the built in router. If you connect the Solving IT LLC adapter to an existing router, we cannot provide troubleshooting for your router if service does not work properly.

Service Limitations

Due to the nature of all VoIP services, Solving IT LLC service is not designed to be used for data connections with modems, home security systems, fax machines and related devices. It is optimized for voice only and you may experience issues and inconsistencies when using Solving IT LLC service in non-voice scenarios.

Services Average Use Only

Solving IT LLC unmetered residential and small business VoIP plans are intended for average residential or light small business use only. Any other use is strictly prohibited. Solving IT LLC uses automated systems to monitor usage to detect patterns which are typical of non-residential use such as telemarketing, call center, autodialing, continuous call forwarding, frequent, excessively long calls to single numbers, etc.

All residential and small business VoIP plans are designed for customers with average usage of under 5,000 minutes per month. Accounts exceeding 5,000 minutes per month on a regular basis are not eligible for these plans. If an account exceeds 5,000 minutes in a calendar month, Solving IT LLC may bill for the excess minutes above 5,000 at 1.9 cents per minute. Solving IT LLC shall have sole discretion to determine whether usage is consistent with average usage or not.

Cancellations

All cancellations must be made online at <http://www.solvingitllc.com>

For more information regarding cancellation procedure, please email support@solvingitllc.com

Before a cancellation can be processed, users must return the provided Solving IT LLC phone adapter. If a user wishes to cancel service without returning the Solving IT LLC phone adapter or service is disconnected for non-payment, a \$49.95 fee for the purchase of the adapter will be charged. Users are responsible for paying service fees until the adapter is returned to Solving IT LLC or purchased. Any prorated refunds due in accordance with our refund policies will be calculated based on the monthly rate being charged for service used and partial months will be rounded up to the nearest full month. Refunds will be calculated only based on funds paid to Solving IT LLC as Solving IT LLC-issued credits and coupons have no cash value for refund purposes.

Billing

Accounts renew automatically unless canceled. Accounts will renew on or around the anniversary of your initial order based on your selected term. All Solving IT LLC services are prepaid at least one month in advance. If you have a credit card on file, Solving IT LLC will bill you automatically when charges are due. Customers are responsible for all international calling usage charges and premium calls (such as 411) billed to their accounts. Solving IT LLC will bill your credit card periodically for these charges automatically. These charges may be delayed at our discretion or billed at any point immediately following the completion of such calls. Promotional plans will renew at standard pricing after the initial term. Promotional pricing is only available for new customers unless explicitly stated as being available for existing customers in an offer. Existing customers that are up for renewal at standard pricing may not cancel an account and re-establish it to obtain new customer pricing as they will not be considered new customers. Standard pricing for residential VoIP and small business VoIP accounts \$149 annually for annual plans and \$15 monthly for monthly plans. If you do not have a credit card on file and use another accepted payment method such as PayPal which may require manual payments to be made, it is your responsibility to ensure that you have a positive account balance at all times. Solving IT LLC is a prepaid service and does not provide a grace period for billing. If invoices are not paid by the due date, your account may be subject to immediate disconnection and a \$5 late fee.

Right to Refuse Service

Solving IT LLC reserves the right to refuse to provide service to anyone at its sole discretion with or without reason. Solving IT LLC also reserves the right to terminate accounts with or without reason at its sole discretion. If Solving IT LLC terminates service for any reason other than a Terms of Service violation, the customer will receive a full prorated refund for any prepaid service. If Solving IT LLC terminates service for Terms of Service violation, the user is not entitled to any refund.

Privacy

Solving IT LLC utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Solving IT LLC makes no claims with regards to the privacy of voice packets transmitted over public networks.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold Solving IT LLC harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Solving IT LLC , its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Solving IT LLC against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Solving IT LLC ; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;

Binding Arbitration

By using any Solving IT LLC service, you agree to submit to binding arbitration. If any disputes or claims arise against Solving IT LLC or its subsidiaries, its agents, its employees, its officers, or its owners, such disputes will be handled by an arbitrator of Solving IT LLC 's choosing. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Texas. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause.

Disclaimer

Solving IT LLC shall not be responsible for any damages you or your business may suffer. Solving IT LLC makes no warranties of any kind, expressed or implied for services we provide. Solving IT LLC disclaims any warranty or merchantability or fitness for a particular purpose. Since we use the public internet to deliver service, we cannot guarantee uptime or availability of service and do not issue refunds or credits for outages.

Change of Terms

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on our website. These changes will become binding and effective the date they are posted to our website. No further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service.