

Terms and Conditions

This is an agreement ("Agreement") between Nargle® Communications ("we", "us" or "Nargle®") and you, an end user ("you" or "user") of Nargle® Telephone Service (the "Service") as described herein. By establishing, activating, using, or paying for the Service, you acknowledge that you have read and understood these terms, you agree to the terms and conditions in this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms, including those pertinent to 911 Emergency Dialing, and to the prices, charges, and conditions provided to you in association with your service, which are incorporated herein by reference. This Agreement governs the Service and any devices - such as a VoIP phone, analog telephone adapter, multimedia terminal adapter, or computer operating software enabling the Service (each alone or all collectively known as "Equipment") - website, or software used in conjunction with the Service.

911 EMERGENCY DIALING

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF NARGLE® 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911, ENHANCED 911 CALLS. You agree to notify any user who may place calls using your Service, including any household residents or guests who may be present in your household, instructions of Nargle® 911 Emergency Dialing.

PLEASE BE AWARE THAT EVEN IN THOSE AREAS IN WHICH NARGLE® OFFERS 911 SERVICE, NARGLE® CANNOT AND DOES NOT GUARANTEE THAT THE SERVICE WILL OPERATE AS INTENDED. THE ONLY WAY TO ACCURATELY DETERMINE THAT YOU HAVE FUNCTIONING 911 SERVICE IS TO TEST THE SYSTEM; NARGLE® IS NOT AUTHORIZED TO MAKE TEST CALLS TO THE 911 SYSTEM AND CANNOT AUTHORIZE YOU TO DO SO. YOU MAY WISH TO CALL THE NON-EMERGENCY NUMBER OF YOUR LOCAL POLICE OR FIRE DEPARTMENT TO FIND OUT IF THEY ARE ABLE TO HELP YOU OBTAIN SUCH PERMISSION.

Emergency Dialing Availability. Nargle® 911 Emergency Dialing is not available in all areas. To activate this service where available, you must register the physical location of your Equipment with Nargle®, and that location must be within the geographic serving area of a Public Safety Answering Point ("PSAP") to which Nargle® has established connectivity for this service. If you fail to activate and properly configure the Service and the Equipment, the Service will not support 911 Emergency Dialing, and you acknowledge and agree to this requirement.

Service Address. You must provide the address which will be associated with the Service ("Service Address") during the registration process. The service address you provide must be in the same rate center as the Household (primary) number you have selected. Failure to provide the correct and proper Service Address may result in misdirecting 911 calls to the incorrect PSAP or emergency operator and/or the failure to reach the correct location and render emergency service when requested. You acknowledge that 911 dialing will not function properly if you move your Equipment to another Service Address, either temporarily or permanently, unless the new Service Address has been properly recorded and is in an area for which Nargle® provides 911 Emergency Dialing. You may change your Service Address by using Nargle®'s online account management feature. Change of Service Address will take a minimum of ten (10) business days to properly update the 911 emergency databases.

911 Service Limitations. The following additional limitations apply to 911 Emergency Dialing when it is provided by Nargle®:

- a. Nargle® service is only available in areas where 911 service can be provided to customers.
- b. Nargle® 911 service will not function if the Equipment is not configured properly or if your Nargle® Service is not functioning for any reason. This includes a broadband or electrical power outage or if your broadband, ISP, or Nargle® service is suspended or terminated. In addition, in the event of a local disaster, there is a greater possibility that a Nargle® 911 call will produce a busy signal, fail to be completed, or experience long connection times due to network congestion.

d. You must select a Household (primary) Number that is associated with your Service Address; otherwise, 911 service will not be available. Calls to 911 service route to the appropriate emergency administrator based on the telephone number you have chosen and the geographic location that you have provided to Nargle®. 911 must be available in your area in order for us to offer you service.

e. If you move or intend to use your Nargle® service away from the geographic location you have registered with us, you must update your account with your new location. You should NOT rely on Nargle® Service for 911 emergency dialing if you are using the Service when you are temporarily traveling away from home.

Enhanced 911 ("E911"). In certain areas in which Nargle® provides 911 Emergency Dialing, Nargle® provides E911 capabilities. When the caller dials 911 on a Nargle®-enabled phone with E911 service, Nargle® will automatically deliver the location information you provided at the time of activation, or as subsequently and properly updated, validated, and acknowledged by Nargle®, to the PSAP with the 911 call. If the location information you provided is incorrect, the emergency call may be misdirected to a PSAP that does not serve your location, which as a result may be unable to render sufficient emergency service. You acknowledge that you are solely responsible for maintaining accurate physical location information on your Nargle® account. If you move your Nargle® Equipment to another location, you must update your Service Address in accordance with the instructions on the Nargle® website.

Acknowledgement. You understand and acknowledge that Nargle® 911 Emergency Dialing has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. You should carefully evaluate your circumstances when deciding to activate Nargle® Service. You acknowledge that it is your responsibility to determine the technology or combination of technologies best suited to meet your emergency calling needs, and to make the necessary provisions for access to emergency calling services, such as maintaining a conventional phone line or wireless phone as a backup means of completing emergency calls.

Suspension of Your Account. You acknowledge and understand that a Service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to, those reasons described elsewhere in this Agreement, will prevent all service, which may include Emergency 911 Dialing.

Indemnification. You acknowledge and understand that Nargle® will not be liable for any Service outage and/or inability to dial 911 using Nargle® or to otherwise access emergency service personnel due to the characteristics and limitation of Nargle® Service set forth in this document. You agree to defend, indemnify, and hold harmless Nargle®, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the Service relating to the failure or outage of the Service, including those related to 911 dialing. You acknowledge that Nargle® strongly recommends that you always have an alternative means of accessing emergency service. This provision supplements the general indemnification provision found below.

SERVICE DESCRIPTION

Service Requirements. The Service requires Equipment obtained through Nargle® or a third party that allows you to place and receive calls by using your high-speed Internet connection. Nargle® does not provide or support your high-speed Internet connection, which you need to supply at your own expense. We recommend that your high-speed connection have a capacity of at least 120 Kbps upstream and downstream. Since the Service depends on your high-speed connection, the correct configuration of the Equipment, and an adequate power supply, Nargle® does not guarantee continuous availability. You acknowledge and understand that the Service will not function in the absence of electrical power or if there is an interruption of your high-speed Internet connection. A power failure may require you to reset or reconfigure your Equipment or other Equipment in order to restore the Service.

Service Limitations. You understand and acknowledge that the Service may not be compatible with all non-voice communications Equipment, including but not limited to, home security systems, medical monitoring Equipment, fax machines, satellite television systems, and computer modems. You waive any claim against Nargle® for interference or disruption of such services and Equipment.

Service Term. The Service is offered by signing up for a pre-paid account, which must be funded in advance.

Service Distinctions. The Service is not a telecommunications service, and important distinctions exist between telecommunications service and the Service. In addition, different regulatory treatment is applied to the Service as compared with telecommunications service, which may affect your rights before regulatory agencies.

Your Responsibility. You acknowledge and agree that you are fully responsible for all use on your account, and you accept full liability and responsibility for the actions of anyone who uses the Service via your account with or without your permission. You should safeguard your usernames and passwords, as well as the identifier of the Equipment (referred to as the "MAC address") which Nargle® uses to authenticate usage on your account. Some of your calls may be transmitted over the public Internet, and you acknowledge that you are aware that the Internet is not a secure network, and that third parties may be able to intercept, monitor, or corrupt information you transmit over the Internet.

USE OF SERVICE

Rounding Policy

Currently all calls on all of our Home and Office Rate Plans are billed in 6 second increments following an initial 30 second period. If the computed charge for a call with the computed charges for taxes and surcharges includes a fraction of a cent, the fraction is all you pay. We do not round up.

Calls to International Mobile Telephones or International Special Services Numbers

When calling to many countries other than US and Canada, there is a wide variation in cost between calling landline numbers and mobile (cell phone) numbers. Calls to both international mobile (cell) phones and international special services numbers are charged a different (usually significantly higher) rate than calls to landline numbers in that same country. The rates you will be charged for such calls are set forth in your Rate Plan and are typically designated by a "mobile" or "special services" notation after the country name (e.g., France Mobile as opposed to France).

Timing of Calls

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine, a PBX auto-attendant or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom we must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge us for a completed call. In these situations, you will be charged for these calls as if they were answered by the called party.

International Services

Foreign Carrier Restrictions. Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit your ability use the Nargle® Services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

Carrier Acts or Omissions

- a. When other U.S. or foreign carriers and foreign telecommunications administrations use facilities to establish connections to points not reached by Nargle®'s network, Nargle® is not liable for acts or omissions of other carriers or foreign telecommunications administrations.
- b. International calls are priced on the basis of the country and city codes dialed by you. When

the facilities of other U.S. or foreign carriers are used in establishing connections to points not reached by Nargle®'s network, Nargle® is not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

c. Surcharges

Nargle® may adjust its rates and charges or impose additional rates and charges to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs ("Governmental Charges").

International DIDs or phone numbers

Nargle® Customers who have international (non-United States) direct inward dial phone numbers ("DIDs") are provided with these numbers based on current United States and overseas regulations. These regulations are subject to change without notice and Nargle® may be required to discontinue this Service, without notice. Nargle® reserves the right to discontinue International DID services for any reason at any time and is only obligated to refund the pro-rated annual fee. Calling Limitations. Nargle® does not support certain call types offered by traditional phone services, including, but not limited to, 0+ calling (including without limitation collect or third party billing), 900 and 976 calls, and 10-10 "dial-around" calls. The Service may not support 311, 511, and/or other x11 services (other than 911 and 411) in some or all Service areas.

Local Number Portability. If you transfer to Nargle® an existing phone number which is currently subscribed to a carrier other than Nargle®, the following terms and conditions apply: (1) you hereby authorize Nargle® to notify your local telephone company of your decision to switch your local services to Nargle® and to transfer your telephone number, and represent that you are authorized to take this action; (2) you acknowledge and agree that you must successfully install and activate your Equipment prior to the date that the number switch becomes effective; and (3) Nargle® has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number. You remain solely responsible for any charges you incur with the telephone company from which the number is being transferred during the period of the transfer, regardless of delays in completing the transfer caused by any reason by any party. Network Integrity and Security. You are expressly prohibited from any use of the Service or any other action that, in Nargle®'s sole discretion, is deemed to present a risk to the network integrity or security of Nargle® or its vendors, whether directly or indirectly. Nargle®, in its sole discretion, may terminate your Service without advance notice if it determines your actions could cause a network disruption or security breach.

Telephone Number. You may not sell any telephone number assigned by Nargle® ("Number"). Upon termination of the Service, Nargle® may, in its sole discretion, release a Number that was ported in from a previous service provider to Nargle® by you and used in connection with your Service provisioned by Nargle® to your new service provider, if such new service provider is able to accept such Number, provided that your entire account has been terminated, that you have paid all charges due to Nargle®, and that you request the transfer upon terminating your account.

Unlawful and Prohibited Use. You agree to use the Service only for lawful purposes. You are expressly prohibited from using the Service to transmit or receive any communication or material of any kind when in Nargle®'s sole judgment the transmission, receipt, or possession of such communication or material would constitute, or encourages conduct that would constitute, a criminal offense, give rise to a civil liability, or otherwise violate any applicable laws. You are expressly prohibited from using the Service or Equipment for any abusive or fraudulent purpose, including using the Service in a way that interferes with our ability to provide the Service to you or other customers or avoids your obligation to pay for communications services. Nargle®, in its sole discretion, may terminate your Service without advance notice if it believes you have violated the aforementioned restrictions, or if you act in a manner that is threatening, obscene, harassing, or abusive to Nargle® personnel. You are liable for any and all use of the Service by any person using the Service provided to you and agree to indemnify and hold harmless Nargle® against any and all liability for any such use. If Nargle®, in its sole discretion, believes that you have violated

the aforementioned restrictions, Nargle® may forward personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

Tampering. You agree not to change the electronic serial number or Equipment identifier, if any, of the Equipment, or to perform a factory reset of the Equipment, without express written permission from Nargle® in each instance which Nargle®, in its sole discretion, may deny. You agree not to disrupt the Service or make any use of the Service that is inconsistent with its intended purpose or to attempt to do so. Nargle®, in its sole discretion, may terminate your Service without advance notice should you tamper with the device.

Theft of Service. You agree to notify Nargle® immediately if the Equipment is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. You must provide a detailed description of the circumstances of the theft or stolen or fraudulent use of the Service and supply any additional documentation reasonably requested by Nargle®. Failure to do so in a timely manner may result in the termination of your Service and additional charges.

Alternative Interface Devices. If you decide to use the Service through an interface device not provided or supported by Nargle®, which Nargle® reserves the exclusive right to prohibit, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Nargle® and its vendors against any and all liability arising out of your use of such alternative interface device with the Service. Nargle® has no obligation to support or service the use of such alternative interface devices in any way, and in its sole discretion may decline to provide the configuration information required to allow the device to effectuate the Service.

Copyright, Trademark, and Unauthorized Use. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and materials on Nargle®'s website are protected by copyright, trademark, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of Nargle® are and shall remain the exclusive property of Nargle® and nothing in this Agreement shall grant you the right or license to use such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software strictly in accordance with the terms and conditions of the Agreement, and that the Equipment is exclusively for use in connection with the Service.

Audit and Law Enforcement. Nargle® reserves the right to audit your use of the Service to enforce the provisions of this Agreement. Nargle® reserves the right to track and monitor your Service and usage subject to the requirements of the United States Patriot Act and other laws and appropriate law enforcement processes. You acknowledge and agree that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable federal or state law.

CHARGES AND PAYMENTS

Price and Price Changes. Prices and charges relating to the Service are posted on the Nargle® website. We may change the prices and charges for the Service from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Service are effective immediately after posted on the Nargle® website or (2) you are otherwise notified of the changes.

Taxes. You are responsible for, and must pay, any applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes, Universal Service Fund and 911 fees, and charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or associated Equipment. These amounts are in addition to payment for the Service or Equipment and will be billed to your credit or debit card as set forth in this Agreement. If you are exempt from payment of such charges, you must provide

documentation satisfactory to us that you are exempt. Tax exemption will only apply from and after the date Nargle® receives and verifies this documentation. Taxes and other applicable fees will be in the amounts specified by federal, state, and local authorities.

Public Safety Answering Point ("PSAP") Fee. A PSAP Fee may be charged monthly to offset costs incurred by Nargle® in complying with FCC Regulations regarding mandatory E911 service. Service Interruption. You acknowledge and agree that credit allowances for interruption of the Service will not be provided.

Billing Disputes. You must notify Nargle® within seven days after receiving your credit or debit card statement if you dispute any Nargle® charges on that statement or such dispute will be deemed waived.

INDEMNIFICATION

You agree to defend, indemnify, and hold Nargle®, its affiliates, and agents and any other service provider who furnishes services to you or enables us to furnish services to you in connection with this Agreement or the Service, harmless from claims or damages relating to or arising out of the Service, the Equipment or its installation, or this Agreement, including, but not limited to, 911 Emergency Dialing or dialing associated with a security system.

You agree that Nargle® should not be and is not responsible for any third party claims against us that arise from your use of the Service. Further, you agree to reimburse us for all of our 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. Notwithstanding the foregoing, your indemnification obligations related to 911 emergency dialing are more expansive, as described above.

LIMITATIONS OF LIABILITY

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICE, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE LIMITATIONS OF NARGLE® SERVICE DESCRIBED HEREIN.

NARGLE®'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF NARGLE® RELATED TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH, PROXIMATELY CAUSED BY NARGLE®'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL NARGLE® HAVE ANY LIABILITY TO YOU WHATSOEVER ON ACCOUNT OF ANY ACT OR OMISSION OF NARGLE® RELATED TO 911 EMERGENCY DIALING. UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION. NARGLE® AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS. FURTHERMORE, IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF NARGLE® OR ITS AFFILIATES ARISING WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY YOU IN THE TWELVE MONTHS UNDER THIS AGREEMENT IMMEDIATELY PRECEDING THE CLAIM.

WARRANTY LIMITATIONS

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE MATERIALS ACCOMPANYING THE EQUIPMENT, WE MAKE NO WARRANTIES OF ANY KIND REGARDING THE SERVICE, EQUIPMENT, OR ANY OTHER EQUIPMENT AND EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTIES THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS. WE ALSO MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, NARGLE® EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

DISPUTE RESOLUTION BY BINDING ARBITRATION

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.

Any dispute or claim between you and Nargle® arising out of or relating in any way to the Service or the Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision shall be final and binding. 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. Without limiting the foregoing, the parties agree that no arbitrator has the authority to award relief in excess of what this Agreement provides.

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 BARRED BY THIS AGREEMENT, INCLUDING PUNITIVE OR EXEMPLARY DAMAGES OR ATTORNEYS' FEES. YOU AND NARGLE® BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

YOU ACKNOWLEDGE THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

MISCELLANEOUS

General Provisions. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement. Failure by Nargle® to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. This Agreement, and all other aspects of the use of the Service and the Nargle® website, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use or pay for the Service. This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements, or proposals concerning the Service, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Nargle® is relying on any representations or statements by the other party or any other person that are not included in this Agreement. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Events Beyond Our Control (“Force Majeure”). Nargle® will not be responsible to you for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

Assignment. We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Service without our prior written consent.

Privacy. Nargle® Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Nargle® is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to you on the Nargle® website for additional information.

Survival. The provisions of this Agreement relating to indemnification (including those relating to 911 Emergency Dialing), limitations on liability, warranty limitations, billings, and your obligations to pay for the Service provided, including any additional usage charges, shall survive any termination of this Agreement or termination of the Service.

Non-Waiver. Failure by Nargle® to insist upon strict performance of any terms or conditions of

this Agreement or failure or delay to exercise any rights or remedies provided herein or by law shall not release you from any of the warranties of obligations of this Agreement, and shall not be deemed a waiver of any right of Nargle® to insist upon strict performance hereof or any of its rights and remedies.

Changes to this Agreement. Nargle® may change this Agreement from time to time. Any changes will be posted at the Terms of Service section of the Nargle® website, currently located at www.Nargle.com. Notice will be considered received by you and any such changes will become binding and effective on the date the changes are posted to the Nargle® website, except in the case of changes to the prices or charges, when we will comply with our notice commitments described above. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICE AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS, OR CONDITIONS, YOU AGREE TO THE CHANGES. The Agreement as posted supersedes all previously agreed to electronic and written terms of service.

Returns: New customers may cancel their service within the first thirty days following receipt of equipment and/or first use of the account by making or receiving a call. Under acceptance of this Agreement you will be refunded the cost of equipment minus a 25% re-stocking fee and any charges for calls made on the account. Charges for numbers are not refundable. Customer will be responsible for return shipping. Damaged or tampered equipment may not be eligible for refund.

Nargle® Communication, Inc.
Fort Walton Beach, FL

www.Nargle.com
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