

## vCARD - DIAL AROUND & DIGITAL PHONE LINE SERVICES

### 1.0 Description of vCard Services

- 1.1 Calling Card, or dial-around, Service is provided to VTX Switched long distance or other voice service customers for use while away from their established service locations. The Company will issue Calling Cards to Customers, and this will allow Customers to make telephone calls (or place additional calls without having to hang-up) by dialing a Company-designated toll-free access number (e.g. 8XX-NXX-XXXX) or local access number, and entering the personal identification number (PIN) as printed on the back of the card prior of dialing the called telephone number. The calling card service is enhanced with various free features, described below:
- 1.1.1 Local access number. Unless using on wireless services with national plan, customer must verify with their local phone company whether there are any additional usage charges from calling the VTX local access number. VTX is not responsible for any charges or fees induced by any other company other than VTX.
  - 1.1.2 PINless dialing. The PINless Dialing feature allows you to place a call without entering your PIN while such call is initiated from any of your registered PINless Dialing phone numbers and such phone number is valid and fully functional. VTX is not responsible for any unauthorized use of this feature.
  - 1.1.3 Speedial. This feature allows customers to assign 2-digit codes to your 50 most frequently called numbers so you don't have to dial a series of long numbers when making a call. VTX is not responsible for any kind of charge that may be caused by entering or using the inaccurate Speedial code setting, wrong destination numbers and/or any wrong dialing. Please be sure you fully understand the feature before using it.
  - 1.1.4 Web callback. This feature provides a web interface for the customer to enter a destination phone number, and the number where the customer could like VTX to call back with the connected call, and enter the schedule date and time. The customer will be billed by the agreed rates for two legs, VTX to the destination, and VTX to the customer call back number. VTX is not responsible for any unauthorized use of this feature.
  - 1.1.5 Mobile dialer app. This free feature offers an alternative way for customers to make calls from their iPhone, Android, or Blackberry phone book with one touch, with no Wi-Fi or data plan required. The app can be downloaded from Apple's iTune App Store, Android Market, or Blackberry App World for free. Once installed, and configured with VTX vCard PIN and access number, the Mobile dialer app will act as an invisible hand that does all the dialing for the customer. VTX is not responsible for any unauthorized use of this feature.
  - 1.1.6 Conference call. This feature allows user to conduct audio with eight (8) participants worldwide, by triggering or dialing out invitational calls from a dedicated web interface. The customer is responsible for all charges accrued from the durations of all participants. VTX is not responsible for any unauthorized use of this feature.
- 1.2 Add-On Services. Customers can request to subscribe various add-on services to make and receive calls worldwide. Monthly recurring charges and per minute usage rates will be billed accordingly to the rates outlined in the service agreement. The various add-on services are as follows:
- 1.2.1 Digital Phone Line. This subscription feature is VTX's voice-over-internet protocol service (VoIP), which allows user to make and receive calls when connected to the Internet via a VoIP calling device. The Digital Phone Line offers various features such as voice mail, message broadcasting, call-waiting, three-way calling.
  - 1.2.2 Dedicated International callback. Upon subscription, customer receives a unique and dedicated US phone number, also referred to as access number. To place an international phone call, the customer first dials the US access number and hangs up at first ring to trigger a return call to the registered phone number. In a few seconds, VTX switching center calls the customer's phone number back and gives a message prompting the customer to dial the destination number.

### 2.0 Ownership of Phone Numbers for the Add-On Services

You understand and agree that all phone numbers VTX assigned to you, U.S./Canada/International and toll-free, are still the property of VTX. You may not transfer the ownership or any part of the Services to any third Party without the expressed consent of VTX. In the event a dispute is induced regarding account ownership, VTX shall, in its own discretion, determine the rightful ownership of the number. VTX will not be liable for any fees or charges applied to your Account induced by such dispute.

You also understand and agree that VTX may from time to time, due to certain restrictions, need to change the number assigned to you; and VTX may re-assign the number to another customer immediately following the termination of your VTX



Account. VTX will not be liable for any and all damages arising from such causes, and you hereby waive any claims against VTX. You may request in writing that VTX, prior to termination of your Account, transfer the toll or toll-free number assigned to you to another carrier, provided that your Account is in good standing. VTX may, in its sole discretion, grant or deny such request. If such transfer request is granted, a \$20.00 transfer-service charge will be charged to your credit card.

Foreign carriers and/or regulatory agencies may impose, upon the end-to-end international service they provide, limitations, restrictions and/or cease entirely your ability to use the Service VTX provides you at anytime, without prior notice. In such case, you must conform to said limitations, restrictions and/or entire cessation of service by the foreign carriers and/or regulatory agencies. You agree to comply with all applicable foreign and domestic laws and rules and regulations regarding the transmission of technical data exported or imported from the United States to your ring-to destination country. You agree to hold VTX harmless of any damages or liabilities, of any kind, related to your violation of US and/or International laws, rules and/or regulations while you are a customer of VTX.

VTX may immediately cancel your Service and repossess any and all phone number(s) associated with your account if/when your use of the Service(s) provided to you interfere in any way VTX 's ability to provide Service(s) and products to its other customers.

- 2.1 Porting Numbers. VTX will require a completed and signed Letter of Authorization ("LOA") for any existing telephone numbers the Customer wishes to port from another carrier to VTX. In addition, VTX will require a recent copy of the Customer's current phone bill which contains the Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by VTX before VTX will initiate a port request and obtain a Confirmed Port Date (or Firm Order Commitment or "FOC" date). The Confirmed Port Date is the date upon which the Customer's current voice provider has agreed to port a number(s) to VTX. The Confirmed Port Date interval may in some cases take as long as two (2) to four (4) business weeks after the port request is initiated; since the port interval is a product of the accuracy of the information provided to VTX by the Customer, as well as the processing speed of the Customer's current voice provider, VTX makes no guarantees about how soon a Customer's number can be ported.
- 2.2 LNP Charges: For cancelled LNP request more than 48 hours before FOC, a non-recurring charge of \$6 per telephone number will be charged. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per telephone number will be charged.

### **3.0 VOICEMAIL, BROADCASTING SERVICES**

Storage. VTX is not obligated to store your voicemails, and/or sent/received calls, and does so only as a convenience to you. You agree that VTX has no responsibility or liability whatsoever for the deletion or failure to store any voicemail messages, any call-log information, and/or other communications maintained or transmitted by the Services.

Unsolicited Advertisement Policy. The transmission of unsolicited calls, using the Service for broadcasting advertisements is illegal under federal law, including the Federal Telephone Consumer Protection Act of 1991, and under a number of similar state laws. Distribution of unsolicited voicemail, broadcast, and fax advertisements through the Services is prohibited. You shall not use the Service to send or transmit any unsolicited communications or advertisements and understand that, if you do, VTX may immediately terminate your right to use the Services without any liability of any kind.

At VTX's option and without further notice, VTX may use technologies and procedures, such as filters, that may terminate such unsolicited advertisements without delivering them. You hereby release and agree to hold harmless VTX from and against any damages or liabilities of any kind related to any voicemail, broadcast and/or spam or solicitations that you may send and/or receive using the Services.

### **4.0 Calculation of Billable Time**

Calls made from any of the VTX vCard features and add-on services are subject to the rates outlined in the Service Agreement, and are usage sensitive. The minimum charge for a call is sixty (60) seconds, and thereafter, will be billed in a sixty (60)-second increment. The duration of a call for billing purposes will be rounded to the next higher increment. Fractional cents will be rounded to the next higher cent.

- 4.1 Pay Phone Surcharges. Please note that 60¢ will be charged for each call made from a pay phone as the FCC regulations have allowed pay phone companies to impose fees on outside carriers and dial-around services (like VTX vCard) for using their phones. Therefore, such charge will occur each time you make a call from a pay phone using your VTX vCard account in order to recover the charges imposed by the pay phone companies.
- 4.2 Plan Credits have no monetary value. Plan Credits may only be redeemed by the holder of the Account to which the Plan Credits have been credited, and may not be sold, transferred, or assigned, or used by another user or with another user's Account. All unused Plan Credits shall expire in their entirety and no refund, roll-over, or pro-ration shall be made for any unused Plan Credits.

VTX offers different levels of Plan Credits. You may change your Minute Block Plan Credits at any time; however, a one-time process fee of \$10 applies when "downgrading" an existing plan to one with fewer minutes, and/or features.



- 4.3 Taxes, Government Charges and Fees. All fees for Services are calculated exclusive of any federal, state or local sale, excise, value-added or similar taxes or administrative or recovery fees or charges. You agree to pay any taxes or similar liabilities, however denominated, that may now or hereafter be levied on the Services which are chargeable to customers by any government authority, as well as any administrative and recovery fees and charges levied by on the Services by VTX, whether or not mandated by any government authority. Should VTX be required to pay or pays these liabilities, you agree to reimburse VTX for such payments upon receipt of an invoice and showing of indebtedness to VTX.

**5.0 Bills from Your Other Carriers**

VTX will only charge calls that were connected through our network. We are not responsible for calls that were placed through any carriers other than VTX. We disclaim all such bills as the result of any action or practice done by customers.

**6.0 Password Security**

All users are responsible for keeping their own VTX vCard account password confidential and restricting access to such User's computer. All users agree to accept full responsibility for all activities that occur within their VTX vCard accounts. Please highly protect your VTX vCard login password. Password changing on regular basis is highly recommended. VTX is not responsible for lost, stolen PIN(s), or unauthorized usage of your account.