



BigVoice Terms of Service

These Terms and Conditions of Service constitute the agreement ("Agreement") between Big Water Tech ("we," "us" or "BigVoice") and the user ("you," "user", "Customer" or "Subscriber") of BigVoice' business services and any related products or services ("Service"). This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router, or any other IP connection device (each a "Device" or "Equipment"), used in conjunction with the Service. If you purchased Equipment from a dealer, retail store, or other provider other than BigVoice, you are a "Retail Customer" for purposes of this Agreement, and such Equipment shall be referred to as "Customer Premises Equipment".

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT AND WARRANT TO US THAT YOU ARE OF LEGAL AGE AND HAVE THE ACTUAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ, UNDERSTAND AND FULLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. TERM OF SERVICE

1.1 Initial Term. Service is provided for either a term of one (1) year, two (2) years, or three (3) years, depending on whether you select an "annual" plan or a longer-term plan (the "Term"). In either case, the initial Term begins on the date that you purchase the Service (the "Commencement Date"). You are purchasing the Service for the full length of the applicable Term. This means that if you terminate Service prior to the end of the then-current Term (which shall constitute a Default as described below), you will be responsible for the full Term's charges as if you remained a customer through the end of the then-current Term, including, without limitation, outstanding charges, unbilled charges, and any applicable disconnection fee, as described below (collectively, "Default Charges"). In addition, you will not be entitled to a refund for any unused portion of prepaid Term charges.

1.2. Renewal. The Term for all Service plans will renew automatically for successive Terms of the same length without further action by or notice to you unless you notify BigVoice of non-renewal at least thirty (30) days before the end of the then-current Term by sending a written notice. Emails may be accepted as written notice so long as a confirmation is sent from Big Water Technologies acknowledging receipt of the notice. Emails to terminate service must be sent to bigvoicebilling@bigwatertech.com.

1.3 Termination. We reserve the right, in our sole discretion, to modify, suspend, or terminate the Service without notice for any reason, including without limitation, for your failure to pay any sum due hereunder,

for suspected fraud or other activity, for your termination of the Service prior to the end of the then-current Term, and/or for any other breach of this Agreement (each, a “Default”). We reserve the right to determine, in our sole discretion, what constitutes a Default and you agree that our determination is final and binding on you. In the event of a Default, you shall pay BigVoice all Default Charges within fifteen (15) calendar days of your receipt of a bill for such charges and shall reimburse BigVoice for all attorney, court, collection and other fees and costs incurred by BigVoice in the enforcement of its rights hereunder. Notwithstanding the foregoing, you may switch to a higher-cost plan at any time without being in Default. In the event you make such a switch during a Term, you immediately will be billed a prorated amount of the difference between your previous monthly or annual plan fee and that associated with your new plan based on the amount of time left in the current Term. If you experience extended service interruptions or service-related problems that BigVoice is unable to correct within sixty (60) days of written notice by Customer, the Customer can cancel without incurring Early Termination Charges. Hardware and other one-time charges will not be refunded or credited if Services are canceled, once such hardware is delivered to Customer site.

1.4 Voicemail to Text Service Disclaimer. You acknowledge and understand that all voicemails are transcribed in English. You also acknowledge that BigVoice offers two types of transcription services: one is fully automated and the other is assisted by human transcribers, see also Section 3.5 (Privacy). You also acknowledge that some messages cannot be accurately or completely transcribed due to poor diction, noisy environment, poor phone connection or drop-outs, or unsupported language. In no event shall BigVoice be liable for mistakes due to erroneous transcription.

You acknowledge that, by using the Services, you may be exposed to content others send you that is offensive, indecent, or objectionable. You understand that BigVoice has no control over the content of any transmissions sent through the Service and you agree to hold harmless BigVoice for any harm suffered due to the content of messages relayed to you through this Service.

1.5 Some of BigVoice’s plans and other Services are offered on an “unlimited minutes” or “unlimited SMSs” basis. All unlimited plans:

- May only be used for normal business purposes, not including call centers or other type of “call blasts” or marketing campaigns.
- Are provided only for dialog between two individuals at any given time per extension.
- Exclude international calling, which is available for an additional fee.
- Unlimited minutes are issued on a “single concurrent call basis”, meaning that in case of concurrent (simultaneous) calls only the first call will be unlimited and other concurrent calls will be assessed minutes. The term “Unlimited Minutes” applies only to calls that are terminated or initiated from a BigVoice extension associated with an IP Phone or a Softphone that is defined as an “Unlimited Minutes Extension” or “Unlimited Extensions” and does not overlap with any calls to the same extension.
- Unlimited plans also may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses applicable to all Services):

- Trunking or forwarding your BigVoice number to (an)other phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system that is billed on a per minute basis only, unless otherwise specifically agreed.
- Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously).
- Bulk call-in lines (e.g., customer support or sales call centers, “hotlines”, 900 numbers, sports-line numbers, etc.).
- Autodialing or “predictive” dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls).

In addition, unusually high usage of the Services may impair BigVoice’s ability to provide high quality Services to others and/or indicate unauthorized use of the Services, in which case BigVoice may suspend or terminate your account or, upon prior notice, convert your account to a metered calling plan that charges higher usage rates.

Inbound toll-free calls from a toll-free number assigned to this account will be billed separately. BigVoice reserves the right to add to, modify or amend this Use Policy at any time for any reason at its sole discretion.

1.6 Signup Offers, Service Plans, Special Offers, and Free Trials. [BigVoice](#) may offer several different sign-up offers, special offers, promotional discounts, as well as various service plans, pricing plans, and/or bundles, which may include primary service, premium features, or any other aspect of the service, at any given time. In general, the specific terms and conditions of these offers will be communicated via the website pages or other medium displaying the offers. All Free Trial offers are defined by default as free to use, in accordance with this agreement, for 30 days of service or 100 minutes of use, whichever comes first, unless otherwise explicitly defined and communicated via these offering pages on the website or other means. Use of the service in any way in excess of the free 100 minutes or beyond the 30-day limit will result in Customer being immediately billed in accordance with Section 5.

2. EMERGENCY SERVICES- 911 DIALING

2.1 BigVoice 911 and E911 Service Overview. BigVoice provides all of its two-way phone service subscribers with basic 911 (which refers to the ability to connect a 911 call to a public safety answering point or “PSAP”) and provides enhanced 911 or “E911” (which refers to the additional ability to provide the PSAP with the caller’s telephone number and location) where available. Customers utilizing one-way calling services or over-the-top (OTT) application only, including MAC or PC softphones and mobile applications available on iOS and Android, do NOT have direct access to E911 service. If you opt for one-way calling services or OTT application service from BigVoice and require E911 service, you must make special arrangements with us, and execute an additional E911 service agreement. IN THE EVENT OF AN EMERGENCY WHILE USING ONE-WAY CALLING SERVICES OR OTT APPLICATION ON YOUR WIRELESS PHONE, HANG UP AND DIAL YOUR LOCAL EMERGENCY NUMBER. YOU MUST UTILIZE

THE TELEPHONE SERVICE PROVIDED BY YOUR LOCAL OR WIRELESS CARRIER TO MAKE AN EMERGENCY CALL

With E911 service, your registered address and phone number is automatically delivered to the proper local emergency call center. This information appears on the emergency dispatcher's computer screen. If you live in an area where E911 has not yet been deployed, your call will be routed to an emergency call center through the traditional 911 network based on the information on record, however the dispatcher will not have your address and may not have your phone number. In order to provide 911 and E911 service, BigVoice must know the physical location of the BigVoice analog telephone adapter or the physical telephone instrument provided to you in connection with activation of the Service (the "device"). You will be prompted to provide this information during sign-up. If this address is not accurate OR IF YOU MOVE YOUR DEVICE TO ANOTHER LOCATION, EVEN TEMPORARILY, you **must** use the online account management features of the Web Site or call customer service at 1-800-998-7087 to update the physical location of your DEVICE. IF THE PHYSICAL LOCATION OF YOUR DEVICE IS NOT ACCURATELY ON RECORD, EMERGENCY SERVICES WILL NOT BE ABLE TO LOCATE YOU IF YOU ARE UNABLE TO SPEAK YOUR ADDRESS OR ARE DISCONNECTED (EVEN IN AREAS WHERE E911 SERVICE IS AVAILABLE) DURING A 911 CALL AND/OR THE CALL MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. Upon sign up, it may take several hours to process your 911 address. In the interim, BigVoice will send any 911 calls made using the Service from a phone connected to your DEVICE to a national emergency response center. **Per Federal Communications Commission requirements, customers utilizing the two-way communications service ARE NOT permitted to "opt out" of 911 service. If you are using an OTT application, you must request 911 service be added.**

2.2 Differences in Availability and Operation of Emergency Dialing Service.

2.2.1 You acknowledge and understand that the two-way phone service is an information service using Voice over Internet Protocol ("VOIP") technology and as such it does NOT function or connect the same as traditional copper, fiber or wireline telecommunications with respect to support for traditional basic 911 or E911 service access to emergency services. The 911/E911 services offered by BigVoice in conjunction with services provided are available only for calls made through the Service from telephones connected to your DEVICE, and only in the areas specified by BigVoice. You acknowledge and understand that 911-type dialing is NOT automatic. When ordering the Service, you must separately activate such 911-type dialing capabilities by specifically requesting them at the time of Service activation or thereafter, subject to BigVoice, governmental and/or industry technical approval, availability and restrictions, with specific confirmation from BigVoice, as described herein. Such request must contain specific information as requested (including any additional information BigVoice may request from time to time in its sole discretion), and must be accompanied by your acceptance of the specific term, conditions and responsibilities attendant thereto, including but not limited to maintenance and communication to BigVoice in advance of any changes in information relating to the physical location for which the 911-type capabilities may be activated, and/or authorized login, passwords and authorized users on the account.

2.2.2 You acknowledge and understand that you cannot dial 911 from a phone using the Service unless and until you have received a confirming email regarding Service activation for two-way service and a primary number assignment associated with the geographic location you have provided and agree to maintain. Similarly, if you have opted for one-way calling Service from BigVoice, E911 service will not be available until you have received a confirming email regarding Service activation, and a primary number assignment, which will be issued after you have executed the required additional E911 Service Agreement. Once you have received a confirming email that such limited 911 dialing has been successfully activated according to this Agreement, you may dial 911 as needed. 911 AND E911 SERVICE WILL NOT BE AVAILABLE UNLESS ALL SERVICE REQUIREMENTS ARE ACTIVATED, OPERATIONAL AND CONTINUOUS WITHOUT INTERRUPTION FOR THE DURATION OF THE CALL, INCLUDING, BUT NOT LIMITED TO, POWER SUPPLY, BROADBAND INTERNET CONNECTION, INTERNET SERVICE PROVIDER LOGIN WITHOUT "TIMING OUT" (EVEN WITH AN AUTOMATIC RESTART, AS THAT MAY CAUSE A REASSIGNMENT BY YOUR INTERNET SERVICE PROVIDER OF A DIFFERENT SESSION-BASED INTERNET ADDRESS), AND SERVICE LOGIN.

2.2.3 You acknowledge and understand that unless emergency service personnel are verbally told otherwise during a 911 call, such personnel will consider any 911 call made through the Service from any telephone connected to your DEVICE to have been made from the physical location designated and associated with the account, regardless of where the caller or any third party may desire or require emergency assistance and regardless of the DEVICE'S actual physical or geographical location at the time of the call. In addition, as such, calls will be routed to the emergency service personnel associated with the registered location and said personnel may NOT necessarily be able to provide service to the location requiring assistance at all. WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING BIGVOICE PHONE SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL 911 DIALING. THE DISPATCHER WILL BE LOCATED AT EITHER THE PSAP OR WILL BE LOCAL EMERGENCY SERVICE PERSONNEL DESIGNATED FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE.

2.2.4 911 dialing cannot be used in conjunction with any **OTT application installed on a wireless phone, or one-way Service**. You agree to inform any household residents, guests, employees, agents, contractors, and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of dialing 911 through the Service, as described in this Agreement and on the Web Site (including the unavailability of 911 service in the event of a power or Internet outage), including by conspicuously posting on the Equipment any caution or warning materials as may be appropriate. You agree to make reasonable efforts to inform such persons of the proper and specific operation and requirements of the Service and/or to restrict third parties' access to the Service, and to use your reasonable judgment in so informing and/or restricting such persons.

2.2.5. You will not attempt to use BigVoice's one-way calling Services or OTT application to access or allow access to Emergency Services, unless you do so consistent with, and have agreed to, the BigVoice E911

Service Agreement. IF YOU HAVE NOT AGREED TO THE BIGVOICE E911 SERVICE AGREEMENT, DO NOT ATTEMPT TO CONTACT EMERGENCY SERVICES OVER ONE-WAY CALLING SERVICES OR VIA THE OTT APPLICATION. HANG UP AND DIAL 911 VIA YOUR UNDERLYING TELEPHONE SERVICE OR WIRELESS SERVICE.

2.3 Service Outage.

2.3.1 Power Outage: YOU ACKNOWLEDGE AND UNDERSTAND THAT 911 DIALING, LIKE THE SERVICE AS A WHOLE, DOES NOT FUNCTION IN THE EVENT OF A POWER FAILURE. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment, connections and/or logins, prior to utilizing the Service or 911 dialing. You are responsible for providing a backup power source such as an uninterrupted power source.

2.3.2 Broadband Service Outage: YOU ACKNOWLEDGE AND UNDERSTAND THAT SERVICE OUTAGES OR INTERRUPTIONS BY YOUR BROADBAND PROVIDER WILL PREVENT ALL SERVICE, INCLUDING 911 DIALING, FROM OPERATING. Even a brief interruption in your broadband internet connection may cause the Service and 911 calling to fail until you reset or reconfigure equipment, connections and/or logins.

2.3.3 Service Outage Due to Suspension of Your Account: YOU ACKNOWLEDGE AND UNDERSTAND THAT SERVICE OUTAGES DUE TO SUSPENSION OF YOUR ACCOUNT AS A RESULT OF BILLING ISSUES OR OTHER BREACHES OF THIS AGREEMENT WILL PREVENT ALL SERVICE, INCLUDING 911 DIALING.

2.3.4 Other Service Outages: YOU ACKNOWLEDGE AND UNDERSTAND THAT IF THERE IS A SERVICE OUTAGE FOR ANY REASON, SUCH OUTAGE WILL PREVENT ALL SERVICE, INCLUDING 911 DIALING. Such outages may occur for a variety of reasons, including, but not limited to, failure of network elements provided by parties other than BigVoice and other reasons described elsewhere in this Agreement or on the Web Site.

2.3.5 Limitation of Liability and Indemnification: You acknowledge and understand that our liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Agreement. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BIGVOICE, AND ITS AFFILIATES, PARENTS AND SUBSIDIARIES, TOGETHER WITH THEIR RESPECTIVE MEMBERS, OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS, CONTRACTORS, VENDORS AND REPRESENTATIVES (COLLECTIVELY, THE "BIGVOICE INDEMNITEES"), FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND COSTS, INCLUDING COSTS ON APPEAL) INCURRED OR SUFFERED BY ANY OF SUCH BIGVOICE INDEMNITEES RELATING TO ANY FAILURE, OUTAGE, AND/OR DEGRADATION IN QUALITY OR FUNCTIONALITY OF THE SERVICE, INCLUDING THOSE RELATED TO 911 AND/OR E911 DIALING OR SERVICE.

2.4 Re-Activation Required If You Change Your Number. You acknowledge and understand that 911 service does not function if you change your phone number unless and until you have successfully activated the 911 dialing feature following the instructions from the “Emergency 911” link on your control panel, and until such later date that such activation has been confirmed to you through a confirming email. 911 dialing must be re-activated. Although you may have activated 911 dialing with your former BigVoice phone number, you must separately activate 911 dialing for any new number.

2.5 Possibility of Network Congestion and/or Reduced Speed for Routing 911. Due to the manner in which it is technically possible to provide the 911 dialing feature for BigVoice Phone Service at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your Equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

2.6 Automated Number Identification. At this time in the technical development of BigVoice 911 dialing, it may or may not be possible for the PSAP and the local emergency personnel to identify your phone number when you dial 911. The Service is configured in most instances to send the automated number identification information; however, the Service routes the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and at this time all PSAPs are not necessarily always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.7 Automated Location Identification. At this time in the technical development of BigVoice 911 Dialing, it may not be possible to transmit identification of your Service address that you have listed to the PSAP and local emergency personnel for your area when you dial 911. You acknowledge and understand that you may need to state the nature of your emergency promptly and clearly, including your location, as PSAP personnel may NOT have this information. You acknowledge and understand that PSAP and emergency personnel may not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location, and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.8 Alternative 911 Arrangements. You acknowledge that the Service is not intended to be a primary line or lifeline service. BigVoice recommends that you carefully evaluate your own circumstances when deciding whether to rely solely upon the Service for 911 service. You acknowledge that it is solely your responsibility to make such an evaluation and to make the decision best suited to meet your emergency service needs.

Maintaining an alternative means of accessing traditional 911 service (e.g. conventional landline phone or wireless phone) is always a prudent course of action.

2.13 No compatibility with other equipment. All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic or automated phone calls, fax machines, modems, TTY equipment, entertainment or satellite television systems, and medical monitoring devices, may not be compatible with the Service. By accepting this Agreement, you waive any claim against BigVoice for interference with, damage to, or disruption of such systems due in part or in whole to the Service (including any Equipment).

2.14 911 Service Fees. IN ADDITION TO ALL OTHER FEES AND CHARGES ASSOCIATED WITH THE SERVICE, YOU MAY BE CHARGED A MONTHLY SERVICE FEE FOR 911/E911 SERVICE (THE "E911 SERVICE FEE"). THE E911 SERVICE FEE IS ASSESSED ON A "PER-LINE" (I.E. PER PHONE NUMBER) BASIS, AND WILL BE SET AT A LEVEL THAT REIMBURSES BIGVOICE FOR THE DIRECT COSTS WE INCUR IN PROVIDING 911 SERVICE, INCLUDING EXPENSES WE INCUR, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL 911 SURCHARGES, 911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICE TO YOU. WE RESERVE THE RIGHT TO MODIFY, REDUCE, INCREASE, AND/OR INTERMITTENTLY APPLY OR REMOVE THE E911 SERVICE FEE FROM TIME TO TIME TO REFLECT CHANGES IN OUR COSTS AND/OR COMPLIANCE PROCEDURES WITH APPLICABLE REGULATIONS. THE E911 SERVICE FEE MAY NOT BE REFLECTED IN YOUR BILL FOR THE FIRST SEVERAL BILLING CYCLES, WHICH SHOULD NOT BE TAKEN AS AN INDICATION THAT SUCH FEE WILL NOT BE APPLIED IN THE FUTURE.

3. USE OF SERVICE

3.1 Use of Virtual Office Service. If you have subscribed to BigVoice's Phone Service, the Service is provided to you as a home or business user. This means that you are not permitted to resell or transfer the Service to any other person or entity for any purpose. You agree to limit your use of the Service to ordinary and usual home or office voice communications and not to use the Service for autodialing, continuous or extensive call forwarding, telemarketing, fax broadcasting, fax blasting, or any type of automated or continuous use. BigVoice reserves the right to immediately terminate or modify the Service, if BigVoice determines, in its sole discretion, that the Service is being used for any of the aforementioned activities, subject to applicable law regarding such terminations.

3.2 Bundled Service. You acknowledge and agree that the Services are offered on a bundled basis (which may include local, toll, long distance and international service) and cannot be separated. You acknowledge that these services (local, toll, and long distance) are not available individually and that in order to maintain any of the services in the bundle, you must maintain the others on the same Service line.

3.3 Lawful Use of Service and Device.

3.3.1 Prohibited Uses: You agree to use the Service and Equipment only for lawful purposes and not to use them for transmitting or receiving any communication, content or material of any kind which, in BigVoice's sole judgment, is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, including where the transmission, receipt and/or possession of such communication or material would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. BigVoice reserves the right to terminate your Service immediately and without advance notice if BigVoice, in its sole discretion, believes that you have violated the above restrictions, in which case you will be responsible for paying the Default Charges. You are liable for any and all use of the Service by any person making use of the Service and agree to indemnify, defend and hold harmless the BigVoice Indemnities from and against any and all claims, losses, damages, fines, penalties, costs, liabilities and expenses (including, without limitation, attorney fees and costs, including costs on appeal) incurred or suffered by any of such BigVoice Indemnities (collectively, "Indemnifiable Damages") arising out of any such use that fails to comply with this Section. If BigVoice, in its sole discretion, believes that you have violated the above restrictions, BigVoice may forward the objectionable material, as well as your communications with BigVoice and your personally identifiable information to the appropriate authorities for investigation and prosecution.

3.3.2 Use of Service and Device by Customers Outside the United States: While we encourage use of the any service (such as Phone Service or other service that involves a physical phone) within the United States to make calls to other countries, BigVoice does not presently offer or support such service to customers located in other countries. If you remove any Equipment to a country other than the United States and attempt to use the service from there, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all use of the service and/or related Equipment by any person making use of the Service or such Equipment provided to you. Transport or sale of the Equipment outside of the United States may result in a violation of US or foreign technology import/export laws or rules; compliance with which is your sole responsibility. **YOU ACKNOWLEDGE THAT 911 SERVICE WILL NOT FUNCTION AT ALL IF THE PHONE SERVICE OR OTHER SERVICE THAT INVOLVES A PHYSICAL PHONE IS USED OUTSIDE THE UNITED STATES.** Notwithstanding the foregoing, Service may be used outside of the United States in accordance with local laws.

3.3.3 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software: The Service, including any Equipment, firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service (including firmware embedded in any Equipment), and all information, documents and materials provided or offered by BigVoice and on the Web Site are protected by trademark, copyright and/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 BigVoice are and shall remain the exclusive property of BigVoice and nothing in this Agreement shall grant you the right to right or license to use such marks. You acknowledge that you are not given any license to use any

firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in any Equipment, other than a nontransferable, revocable license to use the same (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Equipment is exclusively for use in connection with the Service. You represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any other equipment (e.g. telephone handsets) permitted to be used with the Service and you agree to indemnify, defend and hold harmless BigVoice and the BigVoice Indemnities from and against any and all Indemnifiable Damages incurred or suffered by them arising out of or in connection with your use of such equipment with the Service.

3.3.4 Tampering with Equipment: You agree not to change the electronic serial number or equipment identifier of any Equipment, or to perform a factory reset of any Equipment, without express permission from BigVoice in each instance. Doing so shall constitute a material violation of this Agreement.

3.3.5 Loss or Theft of Service: You agree to notify BigVoice immediately, by calling the BigVoice customer service line, if any Equipment is lost, damaged, broken or stolen, or if you suspect or become aware at any time that Service is being stolen, tampered with or fraudulently used. You will be liable for all use of the Service using Equipment or any access code, password or the like lost by or stolen from you and any and all stolen Service or fraudulent use of the Service until BigVoice is informed of the loss or theft. In addition, you will be responsible for all lost, damaged, stolen or broken Equipment and may be required to purchase replacement Equipment in order to continue Service at the retail price of the Equipment, plus applicable shipping costs and taxes.

3.3.6 Phone Numbers: BigVoice will provide telephone numbers to be used in connection with the Service (each, a “Number”). In the alternative, customers may port a number to BigVoice for use with BigVoice’ Service. A request by you to port all your Numbers from BigVoice to another provider alone may not be deemed a request by you to terminate your agreement with BigVoice. Your account must remain active until the port is complete, and you must separately terminate your service once the Number is ported out to avoid accrual of additional service fees. If your service is terminated prior to porting, it will result in the loss of the Number. As a result, the Number will not be eligible for porting. If you decide to port your Number to another service provider, you remain liable to BigVoice for any applicable early termination fees, equipment charges, and any outstanding balances due on your account. In addition, you may be charged a port-out fee for each such number to cover our costs of this process. Your account must remain active until the port is complete. If your service is terminated prior to porting, it will result in the loss of the Number. As a result, the Number will not be eligible for porting.

3.3.6.1 New Phone Numbers: You may select a new Number or Numbers for use with the Service. In some instances, certain numbers may not be available due to a lag in database updates. Therefore, when you reserve a Number or Numbers from our inventory, you **must** test the Number(s) by calling the Number(s) from a line outside of the BigVoice network (e.g. landline, cellphone, or from a non-BigVoice

Number) **within 48 hours** of reservation to confirm the Number(s) are attached to your account. BigVoice's liability for a Number that is unavailable due to a database lag is limited to the cost the Customer paid for the Number itself. BigVoice's will not be responsible for any consequential damages, including, but not limited, to marketing costs associated with the use of the Number(s) that are ultimately unavailable. By utilizing BigVoice's Number Database, you agree to abide by this condition.

3.3.6.2 Local Area Telephone Numbers. Local area telephone numbers are assigned according to the proximity of the address the Customer provides to BigVoice. However, it is the Customer's responsibility to confirm whether the number(s) are in the local calling area of the Customer. BigVoice does not assume responsibility for any of the Customer's advertising cost or long-distance fees due to a number not being within the local area of callers to the Service. If BigVoice is porting any of your local or toll-free numbers, we cannot be held liable for any errors or omission that may arise from the porting process. BigVoice is providing new local or toll-free numbers, we cannot be held liable for any errors or omission that may arise from the number assignment process.

3.3.7 Service Distinctions: YOU ACKNOWLEDGE AND UNDERSTAND THAT THE SERVICE HAS DIFFERENT TECHNICAL LIMITATIONS AND OTHER TECHNICAL CHARACTERISTICS AS COMPARED WITH TRADITIONAL TELEPHONE SERVICE. THE SERVICE MAY BE SUBJECT TO DIFFERENT REGULATORY TREATMENT THAN TRADITIONAL OR WIRELINE PHONE SERVICE. THIS TREATMENT MAY LIMIT OR OTHERWISE AFFECT YOUR RIGHTS AND RESPONSIBILITIES BEFORE FEDERAL AND/OR STATE REGULATORY AGENCIES. In addition, you acknowledge that the Numbers you obtain from us will not be listed in any telephone directory (except for Numbers ported to us from your local phone company, which may be listed). One of the consequences of this is that a reverse directory lookup of your Number will most likely not reveal your address.

3.3.8 Voicemail to Text Service Distinctions: You acknowledge and understand that the delivery of a voicemail to text transcription is not immediate and may take up to five minutes or more for reasons including, but not limited to, longer voicemail messages, longer transcription times, technical limitations, or delays or failures by the operators of intermediate networks, such as your email and SMS providers. In exceptional circumstances delivery may take significantly longer.

3.3.9 Compliance With Law: In connection with your use of the Service, you agree to comply with all applicable Federal, state, local, and international laws, rules, regulations, ordinances and decrees, including, without limitation, U. S. export laws (discussed further below) concerning the transmission of technical data and other regulated materials via the Service, and regarding the notification and consent, including two-party consent, where applicable, with respect to the recording of telephone conversations. You are responsible for your compliance with all laws relating to the recording of conversations and agree to indemnify and hold harmless BigVoice for any violations committed by you, your employees, agents, contractors, or other third party utilizing your Service. BigVoice expressly disclaims all liability and responsibility with respect to your recording of telephone conversations.

3.3.9.1 Compliance with Export Laws: Because our Services, including any software and equipment provided in connection with your use of the Services, may be subject to applicable U.S. export control laws and economic sanctions. You agree to comply with all international and domestic export laws and economic sanctions as they may apply to our Services and any software and equipment provided in connection thereof. Should you transfer or resell the Services to the extent permitted by these Terms of Service, you agree to comply with any licensing or authorization requirements necessary to export, re-export, or transfer any software or equipment necessary to utilize the Services. For your reference, these laws may preclude or restrict destinations, End Users, and end use for the Services, software, and equipment. You are prohibited from transferring any software, equipment, or our Services without U.S. government authorization to any entity on a U.S. government exclusion list (for example the Treasury Department's List of Specially Designated Nationals and Consolidated Sanctions List, and the Department of Commerce's List of Denied Persons, Entity, or Unverified List). You also represent that you are not on a U.S. government exclusion list or under control of, or agent, for any entity on any similar list, and you further warrant that if you become placed on any such list, or under the control of any entity on such list, you will cease utilizing our Services, including software and equipment, immediately.

3.3.10 Interacting with [BigVoice](#) staff: We value you as customers and also equally value all of our staff so expect you to do the same when interacting with them – accordingly any abusive, threatening or other types of such language or behavior is not acceptable and may cause us to end your service immediately.

3.4 Privacy. You acknowledge that the Service relies, in whole or in part, on the public Internet and third-party networks to transmit voice and other communications. For this reason, BigVoice cannot guarantee and does not warrant that your calls or other communications and transmissions using the Service will be secure or private.

You acknowledge that the technical processing and transmissions of the Services, including your content, may involve transmissions over various networks, changes to conform and adapt to technical requirements of connecting networks or devices, and single or multiple human assisted transcription.

You understand that we may preserve content and may disclose content, your name, telephone number, credit card information and other personal information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

1. Comply with law enforcement or other governmental agency requests;
2. Comply with laws, regulations, rules, subpoenas, search warrants, or court orders;
3. Identify, contact, or bring legal action against someone who may be misusing the Service, a device, or both;
4. Protect the rights, property, or personal safety of BigVoice, its Users, and the public; or
5. Help to resolve and analyze customer support issues related to call quality as reported by customers during the short time period during which call data is retained

Please refer to our [Privacy Policy](#) for additional information.

3.5 General Terms of Use. General terms of use of the Web Site may be found at BigWaterTech.com/terms-of-use/ and are incorporated herein by this reference (the "General Terms of Use"). In the event of a conflict between the General Terms of Use and these Customer Terms of Service, the latter shall govern.

3.6 Account Data and Communications.

3.6.1 By using BigVoice's Service, you understand that BigVoice's role with respect to your communications and the content thereof is that of a passive conduit; and any storage of your communications and/or account data, such as voice mail, caller analytics, or other messaging information by BigVoice shall be performed merely as a convenience to You and as a compliment to and incidental to BigVoice's core data transmission function.

3.6.2 Disclaimer of Data Storage Responsibilities You acknowledge and agree that: (i) BigVoice shall have no obligation to store, retain, back-up, or ensure the availability of any stored communications and/or account data for more than 30 days; (ii) to the extent that you wish to retain any account data or other information relating to your Services, including, but not limited to, voice mail and caller analytics data and or the use thereof, you must ensure that such information is downloaded, saved, and/or backed-up outside of your account, as necessary or appropriate for your purposes; (iii) you will not rely on BigVoice's Services as a repository for or means by which to retain, store, or back-up account data or any other data, information, or materials; (iv) after 30 days, BigVoice may delete or purge any and all copies and versions of any your stored communications and/or account data or other data at any time, without notice, including, without limitation, after you delete any such information from an account or after termination of the TOS or closure of an account; and (v) BigVoice may, in its sole discretion and option and without notice, implement reasonable limits as to the size or duration of storage of account data.

4. EQUIPMENT

4.1 Delivery of Equipment; Risk of Loss; Title. In connection with providing the Service, BigVoice may provide you with certain Equipment. All Equipment is shipped F.O.B. shipping point. Risk of loss (and title, to the extent applicable) shall pass to you upon our delivery of the Equipment to our selected carrier at the shipping point. If the packaging and/or the Equipment inside is visibly damaged upon arrival, please note the damage on the carrier's freight bill or receipt and keep a copy. Keep the original carton, all packing materials and parts intact and contact BigVoice's customer service department immediately. You understand that any Equipment provided by BigVoice for use with the Service is and remains the exclusive property of BigVoice until purchased in full by you. Nothing in these terms should be construed to confer any title, rights of ownership, or other property rights onto you; provided, however, that the ATA provided by BigVoice in connection with the Phone Service is considered purchased by you in full upon payment of the Activation Fee. Title to the ATA passes to you concurrently with the risk of loss, as described above.

4.2 Equipment Warranty: Unless otherwise specified in the materials accompanying the Equipment or during the purchase process via the Web Site or telephone, all Equipment comes with a twelve (12) month

limited manufacturer's warranty from the date of purchase. The terms of the limited warranty are included in the Equipment packaging. Equipment you purchase that does not come with a warranty at the time of purchase is provided "as is" and without warranty of any kind, including the implied warranties of merchantability and fitness for a particular purpose (both of which are hereby disclaimed to the maximum extent permitted by law). You must obtain authorization from us before returning any Equipment for any reason. All returns shall be in original packaging or equivalent. We will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty and only to the extent the defects are determined to be factory error or otherwise caused by BigVoice or its vendors (i.e. not caused by misuse, abuse, neglect, alteration, modification, improper installation, repairs by anyone other than BigVoice, or your acts or omissions or those of any third party). We will not cover replacement for lost, stolen or modified Equipment. If you attempt to return Equipment that is not covered under warranty or otherwise without our prior authorization and/or without proper packaging, we may refuse such shipment, in which case you will be responsible to pay any return shipping charges. You shall be responsible for all costs and risk of loss to ship the Equipment to our designated return facility.

4.3 BigVoice offers a wide range of VoIP phones that are pre-provisioned and ready to use with our services.

There are also many devices that we know will work with our service, and others that will not.

For more information, see our list of [supported IP phones](#). If you would like to use a phone that is not supported by BigVoice we may or may not be able to provision it and it may involve a fee.

4.4 USER SUBMISSIONS

As a BigVoice User, you are permitted to submit audio, text and other content to the BigVoice network. You agree that you will not submit or upload material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant BigVoice all of the license rights granted herein.

You understand and acknowledge that you shall be solely responsible for your own audio, text or other submissions and the consequences of posting or publishing them. You affirm, represent, and/or warrant that: you own or have the necessary written consents, releases and/or permissions to use and authorize BigVoice to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all audio, text or other content to enable inclusion and use of such content in the manner contemplated by the web site and these Terms of Service. You understand and acknowledge that you may not otherwise use, reproduce, display, publicly perform, or distribute such content in any way for any public or commercial purpose unless such use is expressly granted by a particular license.

BigVoice does not permit copyright infringing activities and infringement of intellectual property rights on its web site, and BigVoice will remove all audio, text or other submissions if properly notified that such

submission infringes on another's intellectual property rights. BigVoice reserves the right to remove audio, text and other submissions without prior notice.

You acknowledge and agree that you will not use BigVoice's Services to:

- Post any content, or use the Services in a manner that: is unlawful, harassing, tortious, defamatory, pornographic, libelous or invasive of another's property; you do not have the right to transmit under any law or under contractual or fiduciary relationships; poses or creates a privacy or security risk to any person; infringes any intellectual property or other proprietary rights of any party; contains software, viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or in the sole judgment of BigVoice, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose BigVoice or its customers, or users to any harm or liability of any type.
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- Engage in any unsolicited advertising, marketing, or other activities that violate any anti-spam or Do Not Call laws and regulations, including the Telephone Consumer Protection Act ("TCPA"), CAN SPAM Act of 2003, the Do-Not-Call Implementation Act, and any similar data-protection, anti-spam, or privacy legislation.
- Use our Services in a manner that violates any third-party policies or industry standards, including, but not limited to all guidelines published by CTIA, the Mobile Marketing Association, or other accepted industry associations, carrier guidelines, or other acceptable usage requirements established by BigVoice.
- Violate any applicable local, state, national, or international law, or any regulations having the force of law;
- Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided through the Services.
- Utilize our service to send, receive or process Protected Health Information, as defined by the Health Insurance Portability Accountability Act of 1996, as amended (HIPAA), unless you have signed a Business Associate Agreement with BigVoice, or your use fits within an exception for requiring a Business Associate Agreement.
- Taking any action that encourages or promotes any activity that violates BigVoice's Terms of Service.

Digital Millennium Copyright Act

A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright

Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

BigVoice's designated Copyright Agent to receive notifications of claimed infringement is:

Name: John Lowery

Address: 25860 Lahser Rd, Southfield, MI 48033

Electronic mail address: BigVoiceBilling@BigWaterTech.com

Phone number: +1-248-350-2020

You understand and acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid. Moreover, you acknowledge and understand that you may be liable for damages, including costs and attorneys' fees, if you misrepresent that the material in question is infringing.

B. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may send a counter-notice containing the following information to the Copyright Agent:

1. Your physical or electronic signature;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Rockville, Maryland, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, BigVoice may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the

content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at BigVoice's sole discretion.

5. PAYMENT

5.1 Payment Methods. Upon purchase of the Service, you must provide us with a valid credit card number (Visa, MasterCard, American Express or Discover) or checking account information. You authorize us to charge such credit card number or checking account for all charges and fees relating to the Service. You must notify us of any change to your credit card or checking account information including, but not limited to, the account number, routing number, expiration date, billing address and/or other validation information. We reserve the right to transfer customer's authorization to charge their credit card onto any new credit card replacing existing one. We are not responsible for any charges assessed by the credit card issuer or bank on your account for exceeding your credit limit, insufficient funds or any other reason. If we suspect fraud, we may immediately suspend your account without notice. BigVoice reserves the right to charge a fee for any chargebacks unless in connection with a valid dispute recognized by BigVoice as due to BigVoice's error.

5.2 Taxes. You are responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility, regulatory (including Universal Service Fund) and/or other taxes, fees and charges now in force or enacted in the future, that arise from or are imposed as a result of your subscription, payment or use for or of the Service. Such amounts are in addition to all other charges for the Service and will be billed to your account.

5.3 Regulatory Recovery Fee. For each Number (virtual or otherwise), BigVoice charges a "Regulatory Recovery Fee". This charge recovers our costs of contributing to and/or participating in various Federal, state and local regulatory programs, including FCC Regulatory Fees. The amount of this fee may be fixed or variable (i.e. based on a percentage of billed revenue) and, as with all of our pricing, is subject to change without notice.

5.4 Toll Charges and Plan Minutes. Every call using the Phone Service that originates from or terminates in the Public Switched Telephone Network ("PSTN") or any other network (including other VOIP networks) other than the BigVoice network (an "Out of Network Call"), counts against included plan minutes and/or is subject to the then applicable charges associated with your particular Service plan. Call durations will be calculated in one-minute increments and fractional minutes will be rounded up to the nearest whole minute. If the computed charge for a call or for any taxes and/or surcharges, includes a fraction of a cent, the fraction will be rounded up to the nearest whole cent. You may be charged for dialing an International phone number regardless of whether the called party answers the call. Higher toll charges may apply to calls made to International mobile numbers, information services or premium rate telephone numbers. On subsequent monthly intervals after the Service Start Date, the Customer will be charged the ongoing monthly charges, the cost of any overflow long distance used during the previous month, the monthly rental for any hardware being rented, not already included in the Service, and for any international calls not

included in the calling plan. Included in the calling plans are calls to the Continental U.S., AK, CA and HI. Once the allotted long-distance minutes are used, each long-distance call will be charged at \$.06 per minute. Minutes are pooled across all lines in the Service (number of lines x allotted minutes = total pool of long distance). Calls from pay phones to any of the Customer's toll-free numbers may carry a surcharge per call, mandated by the FCC, which is passed on to the Customer at cost. Customers will be notified in writing of any price changes. Continued use of the Service following notice of the price changes will constitute the Customer's consent to such changes. available billing cycle and be due upon receipt. Each line has unlimited local calling, it is the Customer's responsibility to know if all calls are considered local by the local carrier as calls with a metro area may be considered toll call. Such local long-distance calls would be charged against the available pool of long-distance minutes. **BigVoice reserves the right to prevent calls to certain international destinations. BigVoice reserves the right to require intra-billing period payment from customers on material account balances derived from high usage.**

5.5 Billing and Credit. For all Service plans, fixed charges will be billed to you on the first day of each Term. Initial Payment for the Service will be due upon the processing of the Customer's order and may include a Deposit amount equal to 50% of all One Time Charges, which may include Hardware, Software, Installation and Setup Fees. This Deposit will be due prior to the Order being processed. The Service Start Date is the date Services have been provisioned and are available for the Customers use. Any costs for new features, equipment, or services added to the Service between the receipt of the Deposit and the Customer's Service Start Date will be billed on the most current available billing cycle and be due upon receipt. Toll, usage based, and all other applicable charges will be billed monthly in arrears. We will email you a monthly statement (or a link thereto) which shows recent billing activity. If you require a paper statement, you can print a PDF version of your statement from within your control panel. In some cases, we may agree to send you a monthly statement by postal mail. However, an additional fee may apply. You hereby authorize us to automatically charge the credit card number or ACH on file for your account at the time we send your monthly statement, or at any time during the month in the event accrued toll charges are substantially higher than your average. Our monthly statement includes a built-in discount for this automatic charge, if we do not receive your automatic charge a \$10.00 fee will be added to your monthly statement until such time as you are able to make this automatic charge. We will keep your recurring credit card authorization on file until we receive written instructions from you indicating otherwise. Our provision of Service to you is at all times subject to credit approval by us. You agree to provide us with such credit information or assurance as we may reasonably request from time to time. You acknowledge that we may discontinue credit at any time without notice and/or require a deposit. In the event you dispute any charges billed to you, you must notify us in writing within ten (10) days of the date of the applicable statement or you will waive any objection and any further remedy with respect thereto. Written statements disputing charges must be sent to 25860 Lahser Rd, Southfield, MI 48033 or sent to BigVoiceBilling@bigwatertech.com only with an email confirmation from Big Water Technologies acknowledging receipt of your statement.

Calls from pay phones to any of the Customer's toll-free numbers may carry a surcharge per call, mandated by the FCC, which is passed on to the Customer at cost. Customers will be notified in writing of any price

changes. Continued use of the Service following notice of the price changes will constitute the Customer's consent to such changes. available billing cycle and be due upon receipt.

When using the Voicemail to Text Services, BigVoice may also charge you a fee for each message that was transcribed and sent to your email using your account. BigVoice may also send a transcription as an SMS to your mobile phone. If a message exceeds a certain length of characters, imposed by the mobile operator of your or any other intervening network, we may deliver the message as a series of consecutive messages. You acknowledge and understand that BigVoice transcribes only up to one minute of each voicemail message sent to your account.

You acknowledge and understand that your Network Operator may apply additional message delivery costs for text messaging or e-mail messaging services and roaming charges. BigVoice is not responsible for any charges applied by your Network Operator.

5.6 Delinquent Accounts. If you fail to pay your bill when due for any reason, BigVoice may suspend or terminate the Service without prior notice, in which case all accrued charges shall be immediately due (including Default Charges if assessed by BigVoice), plus a late fee to cover our administrative costs of the greater of 1.5% per month or \$39 per month (to the extent permitted by applicable law) accrued from the date of invoice until payment in full is received by BigVoice. We will not reactivate a suspended account until we receive payment in full, at which time it will be subject to a \$25.00 account reactivation fee.

Although we may suspend your account, you are not eligible for a pro-rated refund for the time that your account was suspended. If we terminate your Service, your account will be terminated, and all files, emails, settings, configuration and other data stored by BigVoice will be deleted and your phone number(s) may be reassigned. If collection efforts are required on amounts due to us that are delinquent, you shall be liable to Company for all costs of collection including reasonable attorney's fees and fees of any outside collection agencies.

The Customer understands and agrees that awaiting any pending credit(s) to the Customer's account is not sufficient cause to withhold payment for invoices. A late fee of the greater of 1.5% per month or \$39 per month will be applied to any unpaid account balance. We reserve the right to disconnect the Service at any time without notice due to non-payment or unlawful or inappropriate use of the Service. All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts. Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee up to \$25. In the event Service is disconnected due to non-payment, Customer grants BigVoice access to premises to acquire any equipment provided for the delivery of services provided under this agreement.

5.7 Numbering resources. BigVoice reserves the right to reclaim any phone number assigned to your account if you do not send sufficient traffic over that phone number such that the number is considered to be unutilized or underutilized by any local, state, or federal authority, or by any national regulatory agency or governmental organization charged with overseeing numbering resources and administration. Reclaimed

numbers will be returned to the relevant numbering administrator that provided the number to BigVoice. If we are required to reclaim a number from your account, we will provide you at least two (2) weeks' notice, unless we are prevented from doing so by the applicable regulatory agency, governmental organization, or numbering administrator. If your account has been suspended, we may not provide notice that the number is being reclaimed.

6. LIMITATION OF WARRANTIES, LIABILITY AND REMEDIES; INDEMNIFICATION

6.1 No Warranties. Except with respect to the limited warranty on Equipment as described above, we make no warranties regarding the Service, express or implied, oral or written, statutory or contractual, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose or use, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance. Except with respect to the limited warranty on Equipment as described above, all Service is provided "as is". We do not warrant that the Service (including firmware, software, transcription and Equipment) will be without failure, delay, interruption, error, mistranslation or degradation of quality, or that your use of the same will not result in loss of content, text message, data, or information, and hereby disclaim any and all liability with respect thereto, including, without limitation, any liability in connection with the deletion or failure to store or send any voicemail, text message, fax messages, any call-log information and/or other communications or data maintained or transmitted by or through the Service. In addition, you will not be entitled to any credits or other compensation for any of the same. Statements and descriptions concerning the Service, including Equipment, if any, made by BigVoice or any BigVoice Indemnities (unless confirmed in a writing signed by an authorized officer of BigVoice) are intended to be informational in nature only and shall not be construed as a warranty of any kind.

6.2 Limitation of Liability.

6.2.1 NEITHER BIGVOICE NOR ANY OF THE BIGVOICE INDEMNITIES WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR NETWORK, FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, DAMAGE OR DESTRUCTION OF, ANY DATA, TEXT MESSAGES, PROGRAMS, OR OTHER INFORMATION OR PROPERTY THROUGH ACCIDENT, FRAUDULENT MEANS, DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF THE NEGLIGENCE OF BIGVOICE OR ANY BIGVOICE INDEMNITIEE. IN NO EVENT SHALL BIGVOICE OR ANY OF THE BIGVOICE INDEMNITIEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOST REVENUE, PROFITS, DATA OR USE, LOSS OF GOODWILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IN CONNECTION WITH ANY PERSONAL INJURY OR WRONGFUL DEATH, OR ARISING OUT OF OR IN CONNECTION WITH YOUR OR ANY THIRD PARTY'S USE OR INABILITY TO USE THE SERVICE, INCLUDING YOUR OR THEIR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP, EVEN IF WE

OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORSEEABILITY THEREOF, AND IRRESPECTIVE OF WHETHER ARISING OUT OF TORT, CONTRACT, PRODUCT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BIGVOICE DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY ACTS AND/OR OMISSIONS OF EMERGENCY SERVICE PERSONNEL (INCLUDING THEIR FAILURE TO ANSWER 911 CALLS), AND OF ANY OTHER THIRD PARTIES BEYOND OUR CONTROL.

6.2.2 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, YOUR SOLE AND EXCLUSIVE REMEDIES FOR DELAYS IN INSTALLATION, ACTIVATION, COMMENCEMENT, OR RESTORATION OF THE SERVICE, FOR MISTAKES, ACCIDENTS, OMISSIONS, MISTRANSLATIONS, DELIVERY FAILURES, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN TRANSMISSION OR THE PROVISION OF SERVICE HEREUNDER, OR FOR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE SHALL BE THE EXPRESS REMEDIES SET FORTH IN THIS AGREEMENT. IN THE EVENT ANY OF THE FOREGOING LIMITATIONS ARE FOUND TO BE UNENFORCEABLE, AND FOR ALL OTHER PURPOSES, IN NO EVENT SHALL OUR MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICE EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN THE PREVIOUS TWELVE MONTHS FOR SERVICES PROVIDED HEREUNDER, EXCEPT IN INSTANCES WHERE A NUMBER WAS RESERVED AND THEN DETERMINED TO BE UNAVAILABLE. IN THAT INSTANCE, BIGVOICE'S LIABILITY IS LIMITED TO THE COST OF THE NUMBER PAID BY THE CUSTOMER.

6.2.3 BIGVOICE RESERVES THE RIGHT TO INVESTIGATE AND TAKE APPROPRIATE LEGAL ACTION AGAINST ANYONE WHO, IN BIGVOICE'S SOLE DISCRETION VIOLATES THESE TERMS, INCLUDING, WITHOUT LIMITATION, REMOVING OFFENDING CONTENT FROM ITS SERVICES, SUSPENDING AND TERMINATING ACCESS OF SUCH VIOLATORS AND REPORTING YOU TO THE LAW ENFORCEMENT AUTHORITIES.

6.3 Indemnification. Customer agrees to defend, indemnify, and hold harmless BigVoice and the BigVoice Indemnities from and against all Indemnifiable Damages incurred or suffered by any of them arising out of or relating to this Agreement or the Service (including Equipment and 911 dialing), except to the extent caused by our own gross negligence or willful misconduct. This Section shall survive termination or expiration of this Agreement.

7. RESOLUTION OF DISPUTES; GOVERNING LAW; CALEA

7.1 Mandatory Arbitration of Customer Claims. ANY DISPUTE OR CLAIM YOU MAY HAVE AGAINST BIGVOICE ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT (INCLUDING THE INTERPRETATION THEREOF) SHALL BE RESOLVED EXCLUSIVELY BY YOUR COMMENCEMENT OF AN ARBITRATION PROCEEDING BEFORE A SINGLE ARBITRATOR ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES. THE ARBITRATION SHALL BE HELD IN OAKLAND COUNTY, MICHIGAN USA. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award

punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually, and you will not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. You acknowledge that this arbitration provision constitutes a waiver of any right to a jury trial and may require you to travel to a location beyond your place of residence or business in order to commence and participate in the arbitration. You further agree that regardless of any statute or law to the contrary, any such arbitration must be filed by within one (1) year after the underlying claim or cause of action arose or the same will be deemed forever waived by you.

7.2 Governing Law. The Agreement and the relationship between you and BigVoice shall be governed by the laws of the State of Michigan and any disputes or controversy arising hereunder shall be arbitrated or adjudicated in Oakland County, State of Michigan. The Customer hereby consents to personal jurisdiction for all claims of any nature concerning the Customer and BigVoice in Southfield, Michigan and specifically consents to service of process being effectuated by certified mail at the Customer's address. In the event that any action is brought to enforce or construe any of these Terms and Conditions, or for the breach of these Terms and Conditions, or concerning the indemnification clause contained herein, the prevailing party shall be entitled to recover, in addition to all other damages, reasonable attorney's costs and fees.

7.3 CALEA. You acknowledge that BigVoice intends to fully comply with the Communications Assistance for Law Enforcement Act of 1984, and all rules and regulations promulgated thereunder, as the same may be amended from time to time ("CALEA"). You agree and consent to BigVoice's right to monitor, tap, trace and otherwise disclose the nature and content of your communications if and as required by law enforcement authorities without notice to you and to provide such other assistance to law enforcement authorities as may lawfully be requested by them.

8. CHANGES TO AGREEMENT, SERVICE AND PRICING

8.1 WE RESERVE THE RIGHT IN OUR SOLE DISCRETION TO REFUSE OR DISCONTINUE SERVICE TO ANYONE FOR ANY REASON AND TO CHANGE OR CANCEL THE SERVICE, THE PRICING AND/OR THIS AGREEMENT AT ANY TIME. EXCEPT WHERE EXPRESSLY PROHIBITED BY LAW, SUCH CHANGES OR CANCELLATIONS MAY BE MADE WITHOUT NOTICE AND WILL BE EFFECTIVE IMMEDIATELY UPON THE POSTING OF THE SAME (OR A MODIFIED OR AMENDED VERSION OF THE AGREEMENT) ON THE WEB SITE AT BIGWATERTECH.COM/BIGVOICE-TERMS. YOUR USE OF THE SERVICE AFTER SUCH CHANGES OR CANCELLATIONS HAVE BEEN POSTED ON THE WEB SITE CONSTITUTES YOUR ACCEPTANCE OF THE SAME. FOR THIS REASON, IT IS STRONGLY RECOMMENDED THAT YOU PERIODICALLY REVIEW THE WEB SITE.

8.2 IN THE EVENT YOU ARE LOCATED IN A JURISDICTION THAT PROHIBITS THE ENFORCEMENT OF MATERIAL CHANGES TO THIS AGREEMENT WITHOUT EXPRESS NOTICE TO YOU, PRIOR TO SUCH CHANGES OR CANCELLATIONS BECOMING EFFECTIVE WITH RESPECT TO YOU, BIGVOICE WILL NOTIFY YOU THEREOF BY ELECTRONIC MAIL WHICH WILL CONTAIN THE CHANGED TERMS OR A

LINK TO THE WEB SITE WHERE SUCH CHANGES OR CANCELLATIONS ARE POSTED. YOUR USE OF THE SERVICE AFTER RECEIVING SUCH NOTICE SHALL CONSTITUTE YOUR ACCEPTANCE OF ALL SUCH REVISIONS AND CANCELLATIONS.

8.3 BigVoice Promotion Usage.

The terms and conditions described in this Section [8.3] govern each and every use of BigVoice's Promotions and promotional codes relating thereto through the Web Site or otherwise. By accessing or using a BigVoice Promotion including without limitation a promotional code provided by BigVoice (each a "Promotion"), you agree to be bound by its TERMS AND CONDITIONS/PRIVACY POLICIES, ETC. as listed here. If you do not agree to the terms and conditions set forth herein, please do not use any Promotions, the Web Site, or any information contained therein.

BigVoice reserves the right to limit the number of Promotions per account and per Customer, and to take actions to prevent abuse. In its sole discretion, BigVoice will determine whether you are eligible for a Promotion.

Each Promotion is valid only for the listed dates provided and the Services outlined therein. To redeem each Promotion, You will need to enter the Promotion code at checkout. No Promotion will be applied toward shipping charges, taxes, fees, gift certificates/cards, or donations or combined with other discounts or promotions. No adjustments, credits, or refunds will be made to prior sales and therefore, purchases made without a Promotion are not eligible for any price adjustment. No Promotion may be combined with any other Promotion or other BigVoice offers of any kind or nature. No Promotion may be redeemed for cash or other remuneration. Lost, stolen, expired, or destroyed Promotions will not be replaced. Use of a Promotion constitutes your acceptance of these Customer Terms of Service. BigVoice reserves the right to not accept any Promotion and to change the terms of or cancel any particular Promotion at any time, for any reason or no reason, without notice. In addition, BigVoice reserves the right to change the terms and conditions of these terms and conditions governing the use of any Promotion at any time, for any reason or no reason, without notice. Notwithstanding anything contained herein to the contrary, each Promotion shall be void where prohibited.

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement constitutes the entire agreement between you and BigVoice with respect to the subject matter hereof and expressly supersedes and replaces any prior or contemporaneous agreements, written or oral, relating to the Service. Without limiting the generality of the foregoing, the terms and conditions of this Agreement are in lieu of and replace any and all terms and conditions set forth in any documents that may be issued by you, such as, but not limited to, purchase orders. ANY OTHER TERMS OR CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY YOU AT ANY TIME (INCLUDING ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS) ARE HEREBY OBJECTED TO BY BIGVOICE AND SHALL NOT BE BINDING IN ANY WAY ON BIGVOICE.

9.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, you shall not assign, delegate, or transfer any of your rights or obligations hereunder without the prior written consent of BigVoice.

9.3 Waiver and Severability. BigVoice's failure at any time to require your performance of any provision of this Agreement shall in no way affect our right at a later time to enforce the same. In addition, no waiver by BigVoice of a breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of such breach of any other term of this Agreement. In any case, no act or omission by BigVoice shall be construed as a waiver of any provision of this Agreement unless it is confirmed in a writing signed by an authorized officer of BigVoice. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law or conflict with any law, such provision shall be restated to reflect the original intentions of the parties in accordance with applicable law or, if such restatement is not possible, severed from the Agreement. In any case, the remaining parts of such provision and/or the remaining provisions of this Agreement shall remain in full force and effect.

9.4 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party. There are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

9.5 Survival. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement or the Service.

9.6 Force Majeure. Without limiting the generality of any of the other limitations contained in this Agreement, BigVoice shall not be liable for any delay or failure in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other causes beyond BigVoice's control.

9.7 Service Issues – Scope of Responsibility. In the event of any service issues, BigVoice will assist the Customer with troubleshooting the problem's source. However, some elements key to proper performance, including LAN, wiring, power, firewall, CPE, and ISP, are beyond the scope of BigVoice' responsibility to effect repairs. The sole exception to the above is in the case where BigVoice is providing the Customer with a managed router, whereupon the CPE and ISP do fall within the scope of BigVoice Group's responsibility. While BigVoice will offer telephone support to the Customer in diagnosing service issues outside the direct scope of its responsibility, such as those listed above, their ultimate repair will remain the responsibility of the Customer, their Installer, and/or the Customer's 3rd-party IT vendor. BigVoice can travel on site to resolve issues outside the scope of our responsibility; such support would be subject to standard BigVoice service call rates and charges. Some WAN issues, such as poor performance by Internet providers, are not the direct responsibility of BigVoice. However, in these cases, BigVoice will assist the Customer, their

Installer, and/or the Customer's 3rd-party IT vendor in working with any such providers to eliminate these issues. BigVoice can travel on site to resolve issues outside the scope of our responsibility; such support would be subject to standard BigVoice service call rates and travel charges where applicable.

9.8 Right to Identify Customer. It is specifically agreed that BigVoice may identify the Customer as a customer of BigVoice and include the Customer's name and any applicable logo in BigVoice' marketing materials that identify BigVoice' customers. Customer may request at any time that BigVoice not use the Customer's identity in marketing material at any time.

9.9 Notices. YOU AGREE THAT BIGVOICE WILL COMMUNICATE WITH YOU VIA ELECTRONIC MAIL SENT TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT. YOU ARE RESPONSIBLE FOR NOTIFYING BIGVOICE OF ANY CHANGES TO YOUR EMAIL ADDRESS BY UPDATING YOUR ACCOUNT PROFILE ON THE WEB SITE. WE USE EMAIL TO COMMUNICATE IMPORTANT INFORMATION ABOUT THE SERVICE, BILLING, CHANGES TO THE SERVICE AND OTHER INFORMATION. THE INFORMATION IS TIME-SENSITIVE IN NATURE. YOU MUST READ ALL EMAIL WE SEND TO YOU IN A TIMELY MANNER.

Version: 7.13.2022

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