

**WABASH COMMUNICATIONS, INC. (“WABASH”)**  
**VOIP SERVICE TERMS AND CONDITIONS**

**SIGNING UP FOR WABASH’S VOIP SERVICE CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS AGREEMENT. ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR SERVICE, (2) YOUR SUBMISSION OF AN ORDER, (3) YOUR USE OF THE SERVICE DESCRIBED HEREIN. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT.**

- 1. INTRODUCTION.** These Wabash VoIP Service Terms and Conditions, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the “Agreement”).
- 2. DEFINITIONS.**
  - 2.1. “Device”** means a Wabash provided telephone, telephone adapter (“Adapter”), router, or other device used with the Services.
  - 2.2. “Documentation”** means user manuals and other documentation relating to the Services, which are available to Customer by Wabash accessible via the Internet or in the form of printed media.
  - 2.3. “Services”** means the Wabash VoIP services, collaboration services, and any associated software, hardware or web-based platform. “Service” shall also include any additional Services provided to you as described in any addendum or amendment.
  - 2.4. “Software”** means any proprietary software owned by, licensed by, or which Wabash has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Services.
  - 2.5. “VOIP”** means Voice Over Internet Protocol
- 3. REVISIONS TO TERMS AND PRICING.** From time to time, we may revise the terms and conditions of this Agreement and the pricing for the Service. Notice of revisions to the Agreement or pricing shall be posted on the Wabash Website and deemed given and effective on the date posted to the Website. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the Termination provisions provided in this Agreement. By continuing to use the Service after revision(s) are in effect, you hereby accept and agree to all such revisions.
- 4. CUSTOMER REPRESENTATIONS.** You represent and warrant that your primary residence or business address is in the United States. You represent and warrant that you are at least eighteen (18) years of age or, as applicable, the age of majority in the country, state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You represent and warrant that your name, username, contact information and registered location are true and correct and if for business use, you are authorized to act on behalf of your company. You understand that Wabash relies on the information you supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Service and the inability of a 911 dialed call to be correctly routed to emergency service personnel, as further explained below. You agree to promptly notify Wabash whenever your personal or billing information changes (including, but not limited to, your name, address, e-mail address, telephone number, and payment method, including credit card number and expiration date, if applicable). You agree to be financially responsible for your use of the Service as well as for use of your account by others.
- 5. USE OF SERVICE AND DEVICE**
  - 5.1. Business Plans.** Service is provided to you as a business user, for your business and home office use. This means that you are not using it for any personal, residential, nonbusiness and nonprofessional purpose. This also means that you are not to resell or transfer the Service to any other person for any purpose or make any charge for use of the Service, without express written permission from Wabash in advance. Wabash reserves the right to immediately terminate, change the calling plan, or modify the Service if Wabash determines, in its sole discretion, that you are using the Service for non-business or non-commercial use.
  - 5.2. Restrictions.** You shall not: (a) copy or adapt the Software or the Services for any purpose, except as specifically permitted under this Agreement; (b) use the Software or Services except in accordance with all applicable laws and regulations, and except as set forth in the Documentation; (c) reverse engineer, translate, decompile, or disassemble the Software or Services; (d) use the Software or Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party

other than the Customer; or cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Software or Services.

**5.3. Residential Plans.** If you subscribe to our residential services, we provide you with the Service and the Device solely for residential use. Wabash reserves the right to immediately terminate, change the calling plan or modify the Service if Wabash determines, in its sole discretion, that you are using the Service for nonresidential use.

**5.4. User Responsibility.** You agree that you are responsible for all use(s) related to your account. You understand this means that you accept full liability and responsibility for your actions or the actions of anyone who uses the Service via your account with or without your permission. You acknowledge that Wabash will be sending you information, including your Password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Service, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by Wabash to authenticate customer calls and should not be shared.

**5.5. Use of Service and Device by Customers Outside the United States.** While Wabash encourages use of the Service within the United States to other countries, Wabash does not presently offer or support the Service to customers located in any countries other than the United States. Wabash's Services are only for use by persons or entities whose primary residence or business address is in the United States. Wabash's Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restriction on the usage of VoIP services, Wabash does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any or all ISPs. If you remove the Device to a country other than the United States or use the Service from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. You also agree to indemnify us for any claims, damages, or expenses resulting from your use of the Services outside of the United States. Wabash reserves the right to disconnect Services immediately if Wabash determines, in its sole and absolute discretion, that you have used the Service or the Device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you.

**5.6. Account Ownership.** The owner of the account under which the Services are ordered shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with Wabash. If no legal entity is provided upon sign-up, the account owner shall be the owner of the Credit card used to open such account, if applicable. Subsequent changes to ownership must be supported by appropriate legal documentation. Wabash shall not adjudicate ownership-related disputes or any other internal business dispute. If Wabash is unable to determine the valid owner of the account, Wabash reserves the right to suspend or terminate the account and Services.

**5.7. Unlimited Toll-Free Calling.** In the event that your Services include Unlimited Toll-Free Calling, this is limited to receiving calls originating in the United States only.

**6. LOCAL NUMBER PORTABILITY.** In the event you are transferring an existing phone number that currently is subscribed to another carrier, the following conditions apply:

**6.1. Authorization.** You hereby authorize Wabash to process your order for the Service and to notify your local service provider of your decision to switch your local services to Wabash and to transfer your telephone number and represent that you are authorized to take these actions. You may be required to complete a letter of authorization, provide us with a copy of your most recent bill from your service provider, as well as provide us with any other information required by your service provider to port your number(s). Failure to provide any information requested by Wabash or the third-party services provider will delay the porting of the number to Wabash. You acknowledge that the porting of your number(s) is dependent upon the cooperation of you and third parties not under the control of Wabash. Wabash shall not be responsible for any delay in the port of your number(s) and will not provide credit for any such delays.

**6.2. Activation.** You agree and acknowledge that you must install and activate your Device(s) prior to the date that the number switch becomes effective. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.

**6.3. Limitation.** Wabash has the right to refuse to import a number if, in its sole discretion it does not have the infrastructure to support the number.

**6.4. Unauthorized Port Outs.** You acknowledge and agree that telephone or facsimile numbers may be ported out from your Services or your account due to acts or omissions of third parties, and it may be difficult or impossible for Wabash to: (i) prevent such port-outs; (ii) retrieve numbers ported-out of your account; (iii) port such numbers back into your account. Wabash has no responsibility or liability due to such port-outs.

**7. SERVICE DISTINCTIONS.** You acknowledge and understand that the Service is not a telephone service, and we provide it on a best effort basis. Important distinctions exist between telephone service and the enhanced Service offering provided by Wabash. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond our control may affect our service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our service.

**7.1. EMERGENCY SERVICES – 911 DIALING.** *You acknowledge and understand that Wabash 911 dialing is different than traditional 911 service. YOUR SERVICE WILL NOT BE ACTIVATED UNTIL WABASH RECEIVES AN AFFIRMATIVE ACKNOWLEDGMENT THAT YOU HAVE READ AND UNDERSTAND 911 DISCLOSURE AGREEMENT.*

**7.2. No 0+ or Operator Assisted Calling; May Not Support X11 Calling.** You acknowledge and understand that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial-around calls. Our Service may not support 311, 511, and other x11 services in one or more service areas.

**7.3. No Directory Listing.** The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.

**7.4. Incompatibility with Other Services.**

**7.4.1. Non-Voice Equipment Limitations.** You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Wabash for interference with or disruption of such systems due to the Service.

**7.4.2. Certain Broadband, Cable Modem, and Other Services.** There may also be other services with which our Service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

**7.5. Use Outside of the United States.** As previously noted, there are limitations with the Service's access to 911. Wabash's Service does not provide access to emergency services in any country outside of the United States. Wabash disclaims any obligation to provide you with access to emergency services in any jurisdiction other than the United States.

## **8. LENGTH OF SERVICE.**

**8.1. Service Term.** We provide the Service for the term that you have signed up for. Your term begins on the date your first ordered service (the "Subscription Date"), or the date we successfully process your first payment, whichever is later. It is not the day you receive the Device you ordered or the first time you use the Service. You are purchasing the Service for the full service term as set forth in the Order.

**8.2. Automatic Renewal.** Wabash shall automatically renew the Service for the same term on your Subscription Date unless you cancel your Service before the end of the current service term. See "Termination of Service" Section 8.4. The renewal begins on the day after the last day of your term. The renewal will be charged to your payment method on file, which may include any payment method automatically updated by your issuing bank. If you are paying by credit card and your credit card is declined, invalid, or payment is not made by the issuer of your credit card when due, without further notice Wabash reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

**8.3. Our right to disconnect.** You understand and agree that Wabash has the right to suspend, terminate or disconnect any part of Your Service generally at any time if:

**8.3.1.** We determine or reasonably believe that You are violating, or violated, any applicable law;

**8.3.2.** We determine or reasonably believe that You materially breached this Agreement and/or the AUP;

**8.3.3.** We determine or reasonably believe that You use fraudulent means to pay for the Services, including use of a fraudulent credit card;

**8.3.4.** We determine or reasonably believe that You abused or harassed (verbally or otherwise) any Wabash employee, contractor, agent or representative;

**8.3.5.** We are ordered by law enforcement or other government agencies to suspend, terminate or disconnect your Services;

**8.3.6.** You bring any legal action or proceeding against Wabash, or participate in any class action lawsuit against Wabash;

**8.3.7.** A petition in bankruptcy is filed by or against You and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over You or Your material assets;

**8.3.8.** We determine that such action is necessary to protect, maintain, or improve the Service, to prevent fraud or misrepresentation, to protect Wabash, its customers or other parties, or for any other good cause;

**8.3.9.** It is otherwise contemplated by this Agreement;

**8.3.10.** You fail to make payment, all charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.

## **9. DEVICES.**

**9.1. Ownership and Risk of Loss.** If you own your own Device(s) you bear all the risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices. Minimum Commitment Contracts for Services and Devices may include early termination fees.

## **10. FEES AND CHARGES.**

**10.1 We will publish fees and charges on our Web site.** These fees and charges may change from time to time (except pricing will not change during the term of a Minimum Commitment Contract). New pricing will be effective the next day following posting to the Web site and may be applied to renewals of existing services. We may introduce new products and services at special introductory pricing. Introductory pricing will not be applied retroactively to existing services and may be applied for only limited periods of time. At our discretion, we may change introductory pricing. Certain service charges, such as Regulatory Recovery Fees, Universal Service Fund fees, and E911 fees, are subject to change from time to time and are applicable to ALL Customers regardless of a Minimum Commitment Contract.

**10.2 Billing increments.** All billing policies are defined by the specific package the customer chooses. Please refer to the Web site for exact billing policies.

**10.3 Taxes.** Taxes you are responsible for, and shall pay are any applicable federal, state, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and other taxed, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Device and will be billed to you. If Customer is exempt from payment of such taxes, you will provide Wabash with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply after the date Wabash receives such certificate.

**10.4 Charges for Directory Calls (411).** We will charge \$1.25 for each call you make to Wabash directory assistance.

**10.5 Charges for Calls from Public Payphones.** We reserve the right to charge you for any tolls or fees resulting from calls you receive from public payphones.

**10.6 Activation Fee.** One-time activation fees and any other installation fees that may apply are specified on the Website and vary by product and plan chosen.

**10.7 Regulatory Recovery Fee.** A Regulatory Recovery Fee shall be charged monthly to offset costs incurred by Wabash in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee may apply to every phone number assigned, including toll free and virtual numbers.

**10.8 Reinstatement Fee.** Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee of up to \$25.00.

**10.9 Returned Check Fee.** Wabash may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a check, draft, or other payment.

**11. Acceptable Use Policy.** You agree to comply it with the Wabash Acceptable Use Policy ("AUP"), which is posted on our Web site.

## **12. MANAGEMENT OF YOUR DATA AND COMPUTER.**

**12.1.1. System Management and Service Performance.** You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer. Wabash will only provide technical assistance with respect to your Wabash provided Devices and Service.

**12.1.2. Storage of User Information.** Wabash is not obligated to store Your communications logs, voicemails, faxes, or other messages and does so only as a convenience to You. You agree that Wabash has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, messages, and/or other communications maintained or transmitted by the Services. You acknowledge and agree that Wabash may establish limits as to the size of communications that Wabash transmits or stores and the duration for which Wabash stores any communications.

**13. LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY, INDEMNIFICATION.**

**13.1. WARRANTIES.**

**13.1.1.** WABASH MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. WABASH DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. WABASH DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICE AND DEVICE "AS IS" AND THAT THE CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST WABASH TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

**13.1.2.** WE WILL NOT GIVE YOU CREDIT FOR ANY INTERRUPTION OF WABASH SERVICE, INCLUDING INTERNATIONAL CALLING SERVICES.

**13.2. LIMITATION OF LIABILITY.**

**13.2.1.** IN NO EVENT SHALL WABASH BE LIABLE TO YOU, YOUR REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. NOR SHALL WABASH BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO WABASH OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND WABASH'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. WABASH SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO WABASH'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF WABASH'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. WABASH'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT WABASH WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE WABASH FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIM, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT THE LIABILITY AGAINST WABASH TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

**14. INDEMNIFICATION AND WAIVER OF CLAIMS.**

**14.1.1. INDEMNIFICATION.** YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICE AND/OR DEVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICE OR DEVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WABASH AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WABASH FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEY'S FEES AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND OF NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF THE OR INABILITY TO USE THE SERVICE, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE

PREVENTION/PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSE OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

15. **CONTENT.** You are liable for all liability that may arise from the content you transmit to any person, whether or not you authorize it, using the Service or Device. You promise that you and anyone who uses the Service and all your and their content comply at all times with all laws, regulations, and written and electronic instructions for using the Service and Device.
16. **PRIVACY.** Wabash Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that Wabash cannot guarantee that voice over IP communication is completely secure. You agree that Wabash may access all features of your account and the Service to determine whether the Service is being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT WABASH SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Wabash is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with Wabash. Wabash will not sell, rent, or lease your personally identifiable information to others. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Wabash may disclose personally identifiable information.
17. **EXPORT COMPLIANCE.** You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that Customer shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Service or Device, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.
18. **RECORDING CONVERSATIONS.** Certain Wabash Services provide a function that allows You to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, You are required to obtain consent from all parties to record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Wabash expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Wabash from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services. You agree that Wabash, may at its sole discretion, record any call between Wabash and You for Wabash quality control purposes.
19. **CALEA.** Wabash intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). By using the Service, you hereby agree and consent to Wabash's right to monitor and otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.
20. **SOFTWARE COPYRIGHT.** Any software used by Wabash to provide the Service and any software provided to you in conjunction with providing the Service is protected by copyright law and international treaty provisions. You may not copy the software or any portion of it. Furthermore, you may not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks provided to you as part of the Service.
21. **COPYRIGHT AND TRADEMARK; COPYRIGHT INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE.** Our Web site content, our materials, services, logos, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.