

TERMS OF SERVICE – PLEASE READ CAREFULLY

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY PRIOR TO LOGGING INTO THE ACCELERATED VOICE SOLUTIONS CALL MANAGER PLATFORM. UPON YOUR INITIAL LOGIN TO THE ACCELERATED VOICE SOLUTIONS CALL MANAGER PLATFORM, YOU ARE INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU ("The Subscriber") ACKNOWLEDGE AND AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT FOR THE USE OF THE SERVICES PROVIDED BY ACCELERATED VOICE SOLUTIONS. IF Subscriber IS NOT WILLING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF THE Subscriber IS NOT OF AGE, OR IS OTHERWISE UNABLE BY LAW TO BE A PARTY TO THIS AGREEMENT, THE Subscriber SHOULD NOT CONTINUE THE LOGIN PROCCES. ACCELERATED VOICE SOLUTIONS RESERVES THE RIGHT TO DISCONTINUE SERVICES IN THE EVENT Subscriber DOES NOT OTHERWISE COMPLY WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

1. GRANT OF RIGHTS TO USE SERVICES.

- 1.1. Upon acceptance of this Agreement, Accelerated Voice Solutions hereby grants to Subscriber a nonexclusive, nontransferable, free-of-charge license to access and use of services, for Subscriber's use.
- 1.2. Subscriber shall have no right to neither sell use of services nor make any claim that it does have such right.
- 1.3. Services will include the ability of the Subscriber to execute various functions sending prerecorded audio/voice messages to predetermined phone numbers.
- 1.4. Service will allow Subscriber to set up pre-recorded audio voice messages and menu options that would allow recipients to listen and respond to voice prompts.
- 1.5. Subscriber is responsible for obtaining all equipment necessary for connection to the World Wide Web and all charges associated with such connection to the World Wide Web.

2. SUBSCRIBER REGISTRATION

- 2.1. Subscriber will provide all relevant data to Accelerated Voice Solutions upon signing up for services
- 2.2. Subscriber agrees to provide true, accurate, current and complete information about him/herself.
- 2.3. Upon completion of all registration information and acceptance of this Agreement, Subscriber will be given a designated user name and password.
- 2.4. Subscriber is responsible for maintaining the confidentiality of Subscriber's user name and password.
- 2.5. Subscriber shall not give account information to third parties and shall be responsible for any transactions or activities that originate from Subscriber's account.
- 2.6. Subscriber shall immediately notify Accelerated Voice Solutions if any unauthorized use of Subscriber's account has occurred or of any other breach of security.
- 2.7. Subscriber understands that the Subscriber and, if applicable, Subscriber's company will assume all financial responsibilities for use of Accelerated Voice Solutions services originating from Subscriber's account.

3. ACCELERATED VOICE SOLUTIONS RIGHTS

- 3.1. Accelerated Voice Solutions shall retain all right, title and interest to services including all copyrights, trademarks and all other intellectual property right there to.
- 3.2. Subscriber may not, nor allow any third party, to copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer services and no use of trademarks is granted under this Agreement.
- 3.3. The copyright notices and other proprietary legends shall not be removed from the Services and no use of trademarks is granted under this Agreement.
- 3.4. Subscriber may not grant any sub-license, leases or other rights in the services to any third party. All rights not expressly granted under this Agreement are retained by Accelerated Voice Solutions.

4. TERMINATION

- 4.1. Either party may terminate this Agreement upon notice to the other party.
- 4.2. Accelerated Voice Solutions reserves the right to suspend, deny or terminate Subscriber's service if Accelerated Voice Solutions believes Subscriber is using or plans to use Accelerated Voice Solutions' services in a manner that is unlawful, abusive, prohibited by the Accelerated Voice Solutions Terms of Service or if Subscriber's use or planned use of Accelerated Voice Solutions' services creates or could create a potential adverse impact to Accelerated Voice Solutions' ability to provide service to others.
- 4.3. Upon termination, Subscriber shall immediately cease to use services and Accelerated Voice Solutions shall have no further obligations to Subscriber.
- 4.4. Accelerated Voice Solutions shall not be liable to the Subscriber or any third party for any reason for Accelerated Voice Solutions terminating this Agreement.

5. LIMITATION OF LIABILITY

- 5.1. In no event shall Accelerated Voice Solutions be liable to Subscriber or any third party for special, indirect, incidental or consequential damages whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability. Accelerated Voice Solutions' liability for damages, regardless of the form of the action, shall not exceed the license fee paid by Subscriber for services. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

6. WARRANTY DISCLAIMER

- 6.1. The Services are licensed "as is" and "as available" and Accelerated Voice Solutions makes no warranties, express or implied, including but not limited to the implied warranties of merchant ability and fitness for a particular purpose and any similar warranty whether said warranty arises under provisions of any law of the United States or any state thereof. Accelerated Voice Solutions makes no representations or warranties that the services are free of rightful claims of any third party for infringement of proprietary rights. The entire risk associated with the use of the Services shall be borne solely by Subscriber.
- 6.2. Accelerated Voice Solutions makes no warranty that services will meet Subscriber's requirements, or that services will be uninterrupted, timely, secure, error free or that any defects in services will be corrected.
- 6.3. Accelerated Voice Solutions outbound service is a nonrefundable, nonreturnable, non-exchangeable prepaid service. All purchases are final. Unused balances are nonrefundable.
- 6.4. Monthly recurring charge and service charges are prepaid on a monthly basis. Minute packages are purchased on a prepay basis and service will be interrupted upon usage of those minutes.
- 6.5. Calls are billed in 30 second increments.
- 6.6. Accelerated Voice Solutions does not make any warranty pertaining to any goods or Services purchased, obtained, secured or acquired through the Services or any transaction entered into through the Service.
- 6.7. Accelerated Voice Solutions does not warrant the accuracy or reliability of the results obtained through use of the Services or any data or information downloaded or otherwise obtained or acquired through the use of the Services. Subscriber acknowledges that any data or information downloaded or otherwise obtained or acquired through the use of the Services are at Subscriber's sole risk and discretion and Accelerated Voice Solutions will not be liable or responsible for any damage to Subscriber or Subscriber's property.
- 6.8. Subscriber will not rely on any representation or warranty implied or expressed by any persons other than an authorized member of Accelerated Voice Solutions with regards to Accelerated Voice Solutions products and services.

7. INDEMNIFICATION

- 7.1. Subscriber shall indemnify and hold harmless Accelerated Voice Solutions, its directors, officers, employees and agents from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any negligent acts, omissions or willful misconduct by Subscriber, Subscriber's use of the Services and any breach of the terms and conditions of this Agreement by Subscriber including any violation of this agreement by subscriber

or any other person using subscribers account including but not limited to any violation of any federal or state laws or regulations.

8. MODIFICATION TO SERVICES

- 8.1. During the term of this Agreement, Accelerated Voice Solutions may modify or discontinue the Services.
- 8.2. Accelerated Voice Solutions shall not be liable to the Subscriber or any third party for any reason for Accelerated Voice Solutions' modifying or terminating of such Services.
- 8.3. The Subscriber is responsible for creating a back-up copy of any important or critical information that is stored on the Service prior to storing on the Accelerated Voice Solutions system.

9. RESPONSIBLE USE

- 9.1. Subscriber shall be fully and solely liable for any prerecorded audio, voice transmissions sent through the Service. Accelerated Voice Solutions has no control over the content of any transmission or the destination such transmission will be sent nor will it be liable for such content.
- 9.2. Subscriber shall not use the Services to create or distribute any images, sounds, messages or other materials, which are obscene, harassing, racist, malicious, fraudulent or libelous, nor use the Services for any activity that may be considered or are unethical, immoral, or illegal.
- 9.3. Further, Subscriber will abide by all rules, regulations, procedures and policies of Accelerated Voice Solutions and any policies of the networks connected to the Services.
- 9.4. Subscriber is fully and solely responsible to be aware of, understand, and comply with all of the rules and regulations applicable to Subscriber's use of Accelerated Voice Solutions service including but not limited to Federal Trade Commission rules and regulations, Federal Communication Commission rules and regulations, National Do Not Call Registry rules and regulations and individual state Do Not Call rules and regulations, Controlling the Assault of Non-Solicited Pornography and Marketing Act, along with any other federal, state or local laws that may be applicable to subscribers use of Accelerated Voice Solutions service. Subscriber agrees not to violate these, or any other applicable Federal or State laws and represents and warrants that subscribers use of Accelerated Voice Solutions will not cause Accelerated Voice Solutions to violate these or similar laws.
- 9.5. Subscriber is fully and solely responsible to be aware of, understand, and comply with the anti-solicitation provisions of the Federal Telephone Consumer Protection Act of 1991, and any amendments thereto, at 47 U.S.C. § 227, the Federal Communications Commission's implementing regulations, at 47 CFR § 64.1200 et seq., the Controlling the Assault of Non-Solicited Pornography and Marketing Act and any other similar laws. Subscriber agrees not to violate these, or any other applicable federal, state or local anti-solicitation laws, and represents and warrants that its use of Accelerated Voice Solutions will not cause Accelerated Voice Solutions to violate these or other similar laws.
- 9.6. Subscriber agrees that it is the sole responsibility of the Subscriber to abide by any laws defined by the State or Federal Government in which Services will be applicable. Subscriber understands and agrees that Accelerated Voice Solutions will not be held responsible for damages to the Subscriber or any third party incurred due to Subscriber's failure to abide by State and/or Federal laws. Please refer to the Telephone Consumer Protection Act of 1991, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, You may visit the Federal Communications Commission Web site at <http://www.fcc.gov> and the Federal Trade Commission Web site at <http://www.ftc.gov>. Please refer to the appropriate State Attorney Generals office or other applicable offices for telemarketing rules and or regulations pertaining to your intended application and use of the Service.

Currently there are no numerical limits to the amount of transactions a Subscriber may send through the Services, however, Accelerated Voice Solutions may set numerical limits by notifying Subscriber. Subscriber agrees to abide by all applicable local, state, national and international laws and regulations and is solely responsible for all acts or omissions that occur under Subscriber's Username and Password, including the content of Subscriber's transmissions through the Service. By way of example, and not as a limitation, Subscriber agrees not to:

- 9.7. Use the Service in connection with the delivery or transmission of unsolicited messages (commercial or otherwise) or spamming.
- 9.8. Create a false identity, caller id, or forged email address, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message.
- 9.9. Impersonate any other person or entity or misrepresent your affiliation with any other person or entity.
- 9.10. Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.
- 9.11. Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity.
- 9.12. Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- 9.13. Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service.
- 9.14. Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- 9.15. Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- 9.16. Interfere with another member's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

10. GENERAL

- 10.1. This Agreement merges all prior written and oral communications and defines the entire agreement of the parties concerning the Services.
- 10.2. In the event any portion of this Agreement shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect and such illegal, void or ineffective provisions shall be construed, as nearly as possible, to reflect the intentions of the parties.
- 10.3. All notices under this Agreement shall be in writing and delivered by email.
- 10.4. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to its conflict of laws provisions. Accelerated Voice Solutions and the individual Subscriber and, if applicable, the Subscriber's company will submit to the jurisdiction of the State and Federal courts of Georgia.
- 10.5. Subscriber agrees and acknowledges that any breach of the provisions regarding ownership contained in this Agreement shall cause Accelerated Voice Solutions irreparable harm and Accelerated Voice Solutions may obtain injunctive relief as well as seek all other remedies available to Accelerated Voice Solutions in law and in equity.
- 10.6. Subscriber shall not assign its rights under this Agreement. This Agreement shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns and legal representatives.
- 10.7. The failure of Accelerated Voice Solutions to exercise its rights under this Agreement will not be construed as a waiver of such rights, nor will it in any way affect the validity of this Agreement. Sections 5, 6, and 7 shall survive termination or expiration of this Agreement for any reason.