

## TERMS AND CONDITIONS

**The Terms and Conditions of use contained herein represent the agreement ("Agreement") between Perfect Voyze, LLC dba. Latinfone (VOYZE/LATINFONE) and user communication services and any related products or services ("Service"). By activating the Service, you acknowledge having read and understood and agrees on the terms and conditions of this Agreement, and you claim to be able to enter into this Agreement and bound by its terms.**

### 1. SERVICE

#### 1.1. Duration.

The Service begins on the date of activation of Service by VOYZE/LATINFONE and concludes according to the following parameters:

- 1.1.1 PINLESS, Prepaid Service or Virtual Phone Card; the service ends on the day your paid balance ends.
- 1.1.2 In the case of monthly automatic recharge, service will automatically renewed once a month without the need for any additional action by you, unless you notify to VOYZE/LATINFONE otherwise in writing not later than ten (10) days before the end of your court date. You are purchasing the Service for full monthly periods when they exist, you will be responsible for the full month's charges to the end of the period in force

#### 1.2. Lawful Use of Service and Device.

##### 1.2.1 Prohibited Uses:

You agree to use the Service and Device only for legal purposes. This means you agree not to use them for transmitting or receiving any communication or material of any kind when VOYZE/LATINFONE sole judgment the transmission, reception or possession of such communication or material (i) may constitute a criminal offense, result in liability civil, or who otherwise violate any applicable local, state, national or international law. You are responsible for any use of the Service by any person using the service you provided and agree to indemnify and make harmless to VOYZE/LATINFONE against any and all liability for any such use which fails to comply with this Clause. Should VOYZE/LATINFONE, in its sole discretion believes that you have violated the above restrictions, VOYZE/LATINFONE may forward the objectionable material, as well as your communications with VOYZE/LATINFONE and your personally identifiable information to the appropriate authorities for investigation and prosecution.

#### 1.3. Theft of Service.

You agree to immediately notify VOYZE/LATINFONE, if you becomes aware at any time that your Service is being stolen or fraudulently used. When you call or written notice, you must provide your account number and a detailed description of the circumstances of the theft or fraudulent use of Service.

#### 1.4. Service Distinctions and inconsistent normal use.

You acknowledge and understand that the Service is not a telephone service. Important differences exist between telephone service and the enhanced Service offering provided by VOYZE/LATINFONE (add values, for example: DID Forwarding, Call Answering, VoIP services, calling features, etc.). The Service is subject to different regulations than telephone service. This distinction may limit or otherwise affect your rights of reply to regulatory authorities in telecommunications both Federal and State.

If you use the service, any feature and/or any device (including, but not limited to, your personal computer(s), mobile phone(s) or Voyze equipment) in a way that is inconsistent with the normal use for your service, feature or plan, you will be required, at Latinfone's sole discretion, to (a) pay the rates for the service, feature or plan that would apply to the way you used the service, feature or device, (b) change to a more appropriate plan or (c) terminate the plan. For example, if you subscribe to one of our residential service plans, and your aggregate usage is inconsistent with normal residential or personal use, you may thereafter be required to pay our applicable, higher rates for service for all periods in which your use of our service or the device was inconsistent with normal residential use. Unlimited voice services are provided primarily for continuous live dialogue between two individuals. Lack of continuous dialogue activity, unusual calling patterns, excessive conferencing or call forwarding, excessive numbers dialed and/or consistent excessive usage (which may also apply to features such as Directory Assistance) will be considered indicators that your use may be inconsistent with normal use by other Latinfone customers aggregating their usage under a similar service plan, or that impermissible use as set forth in Section 1.2 and/or in the Reasonable Use Policy may be occurring and may trigger an account review or further action by us.

A non-exhaustive list of examples of uses of our service that are generally considered to be impermissible and inconsistent with either single (and not extended or multi-) family residential or small or home business use, or co-branded use, include, but are not limited to, use:

- Operating any other enterprise, including not-for-profit or governmental;
- Operating a call center;
- Resale to others;
- Auto-dialing or fax/voice blasts;
- Telemarketing; or
- Without live dialogue, including as a monitor, intercom or for transcription.

VOYZE/LATINFONE evaluates customer usage in comparison to similarly situated customers, e.g., residential use under residential service plans or small business use under small business service plans or affiliate use under co-branded service offers or plans. For example, over ninety five per cent (95%) of Voyze / VOYZE/LATINFONE residential unlimited calling plan customers use less than two thousand (2000) minutes per month and do not have any unusual calling patterns. We may conclude that a customer's aggregate usage is outside of normal use if it exceeds 2000 minutes per month in combination with one or more of the following, including, but not limited to, excessive:

- Number of unique numbers called;
- Call lengths;
- Frequency of call forwarding/transferring;
- Conference calling;
- Excessive calls to conference bridges;
- Short duration calls or chats;
- Calls made during business hours;
- Number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame;
- or
- Other abnormal calling patterns indicative of an attempt to evade enforcement of these Terms of Service and our Reasonable Use Policy.

VOYZE/LATINFONE may also determine that abnormal, unreasonable or impermissible usage is occurring, and may take appropriate steps to enforce these Terms of Service and our Reasonable Use Policy. We reserve the right to review your account and take further action, including, but not limited to, immediate suspension of your Vonage service if account usage is beyond normal standards, impermissible or detrimental to other customers' ability to use the service or adversely affects our operations. We may assess abnormal usage based on comparisons to the usage patterns and levels of our other customers. If we determine that you are engaging in abnormal or impermissible usage, we will use commercially reasonable efforts to inform you and provide you with the opportunity to correct the improper usage. If we give you the opportunity to correct your abnormal usage patterns and you fail to immediately conform to normal use, we may exercise our right to transfer your service to a more appropriate plan, charge applicable rates or suspend or terminate your service. You acknowledge that if your service is terminated under this provision, you are subject to all applicable fees and taxes at the time your service is terminated.

#### 1.5. Service Distinctions.

You acknowledge and understand that the Service is not a telephone service. Important differences exist between telephone service and the enhanced Service offering provided by VOYZE/LATINFONE. The Service is subject to different regulations than telephone service. This distinction may limit or otherwise affect your rights of reply to regulatory authorities in telecommunications both Federal and State.

## **2. SERVICE OUTAGES**

#### 2.1. Service Outage Due to Suspension of Your Account.

You acknowledge and understand in the case of automatic recharge service monthly service interruptions, resulting from the suspension of your account as a result of issues related to collection, interrupt ALL Service.

#### 2.2. Other Service Outages.

You acknowledge and understand that there are cases where there may be an interruption of service for ANY reason. Such interruptions may occur for various reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

#### 2.3 Limitation of Liability and Indemnification.

You acknowledge and understand that the responsibility of the Company excludes any interruption of the Service. You agree to defend, indemnify and make harmless to VOYZE/LATINFONE, its officers, directors, employees, affiliates and agents and any other service providers that provide services to Customer in connection with this Agreement or the Service, from any and any claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or discontinuance of the Service.

### **3. MODIFICATIONS TO THIS AGREEMENT**

VOYZE/LATINFONE may modify the terms and conditions of this Agreement from time to time. The notices shall be deemed delivered and effective from the date they are posted on the website of VOYZE/LATINFONE (currently located in <http://www.voyze/latinfone.com>). The contract posted on the website, vacated, any previously established Terms of Service electronically or in writing, including without limitation any written terms provided to Retail Customers in connection with retail distribution.

### **4. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION**

#### **4.1 Billing monthly Automatic Refill Service.**

You must provide a credit card number (Visa, MasterCard, Discover, American Express or any other accepted by VOYZE/LATINFONE) when activating the service. VOYZE/LATINFONE reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, change your billing address, or the card is canceled and replaced owing to loss or theft, you must advise at the time VOYZE/LATINFONE. You will be billed for all charges, applicable taxes and surcharges monthly in advance on your credit card, including but not limited to: activation fees, monthly Service fees, international usage charges

#### **4.2 Claims Collection.**

You VOYZE/LATINFONE notified in writing within 7 days after receiving the statement of your credit card, if you wish to claim any charge made by VOYZE/LATINFONE in that statement or otherwise such claim will considered waived. Claims for payment shall be notified to the address listed on our website [[www.voyze/latinfone.com](http://www.voyze/latinfone.com)].

#### **4.3 Payment - Automatic Monthly Recharge Service.**

VOYZE/LATINFONE only accepts payments made with credit card. Your initial use of the Service authorizes VOYZE/LATINFONE to charge to the account number of the credit card registered with VOYZE/LATINFONE, including any modified information that has been provided to VOYZE/LATINFONE if the card expires or is replaced. This authorization will be valid until 30 days after VOYZE/LATINFONE receive your written notice terminates the power to VOYZE/LATINFONE for charges to your credit card. VOYZE/LATINFONE may terminate your Service at any time, in its sole discretion, if any charge to your credit card on file with VOYZE/LATINFONE is declined or reversed or in case of any other non-payment of charges to the account.

#### **4.4 Termination / Discontinuance of Service.**

VOYZE/LATINFONE reserves the right to suspend or discontinue providing the Service generally, or terminate your Service, at any time in its sole discretion. Should VOYZE/LATINFONE discontinue providing the Service generally, or terminate the Services at its discretion without any valid reason, you will not be responsible for any additional charge. If your Service is terminated for any valid reason, including without limitation, breach of this Agreement, or because of any misuse of the Service or Device (as explain in section 1.4 of this agreement.), you will be responsible for the full month's charges to the end of the current term, which shall be due and payable immediately.

#### 4.5 Taxes.

Customer is responsible for and shall pay any federal, state, municipal, local or other taxes, fees or charges for governmental sales, use, excise, value added, property or public interest in effect on the date or in a future, arising from or as a result of Customer's subscription or use or payment for the Service or a Device. These amounts are in addition to payment for the Service or Device and will be charged to your account. In the event that the Customer is exempt from payment of such taxes, it VOYZE/LATINFONE provide an original certificate of tax exemption issued by the government. Tax exemption will only apply from and to the date received VOYZE/LATINFONE Tax Exempt Document.

### **5. WARRANTY AND LIABILITY LIMITATIONS / INDEMNIFICATION**

#### 5.1 Limitation of Liability.

VOYZE/LATINFONE not be liable for any delay or failure to provide the Service, at any time or from time to time, or any interruption or degradation of voice quality caused by any of the following events:

- 1) Act or omission of a carrier, service provider, vendor or other third party;
- 2) Fails VOYZE/LATINFONE network provider or phone service;
- 3) Alteration or improvement of the network.
- 4) force majeure events such as (but not limited to) acts of God, strikes, fire, war, riot, government actions;
- 5) Lack of supply of the network or facility;
- 6) Relocation of the facility;
- 7) Service failure, network or facility caused by the loss of power to Customer;
- 8) Any other cause beyond the control of VOYZE/LATINFONE, including without limitation a failure of or defect in any Device, the failure of incoming or outgoing communication, the inability for communication to be connected or completed, or degradation voice quality.

VOYZE/LATINFONE total liability for: (i) any failure or mistake, (ii) any claim in respect of the performance or omission of VOYZE/LATINFONE hereunder, or (iii) any act or omission of VOYZE/LATINFONE hereunder, in no case exceeds the Service charges with respect to the affected time period.

#### 5.2 No Consequential Damages.

VOYZE/LATINFONE In any case, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to Customer in connection with this Agreement or the Service be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages or any damages, including without limitation loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Service. These limitations apply to claims that melt in breach of contract, breach of warranty, product liability, civil liability and any other theories of

liability and apply in case VOYZE/LATINFONE whether or not advised of the possibility of any type of particularly damage.

### 5.3. Indemnification.

The Client agrees to defend, indemnify and save and get VOYZE/LATINFONE alone, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, penalties, fines, costs and expenses (including, without limitation, reasonable attorney's fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement or the Services. This paragraph shall remain in effect despite the termination of this Agreement.

### 5.4. No Warranties of Service.

VOYZE/LATINFONE no warranty, express or implied, including without limitation, implied warranties or merchantability or functionality of the Service for a particular purpose, title or non-violation or warranty arising from commercial usage, course of negotiations or performance or any warranty that the service will meet customer requirements. Without limiting the foregoing, VOYZE/LATINFONE not guarantee that the service will be provided without failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information from the Service. Neither VOYZE/LATINFONE nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who provides services or products to Customer in connection with this Agreement or the Service be liable for unauthorized access to facilities or equipment VOYZE/LATINFONE transmission or Customer or unauthorized access to, or alteration, theft or destruction of, data files, programs, procedures, customer information through accident, fraudulent means or devices or any other method, without prejudice that such damage occurs as a result of the negligence of VOYZE/LATINFONE or its service provider or seller. Statements and descriptions for the service, if any, made by VOYZE/LATINFONE or VOYZE/LATINFONE's agents or installers are informational and should not be considered as guarantees of any kind.

### 5.5 Contents.

You are responsible for any and all liability arising from the content transmitted by or to you or Users using the Service. You shall ensure that the use or User's use of the Services and content will at all times comply with the laws, regulations and written electronic instructions for use apply. VOYZE/LATINFONE reserves the right to terminate or suspend affected Services, and / or remove your User Content or the Services, if VOYZE/LATINFONE determines that such use or content does not meet the requirements set out in this Agreement or interferes VOYZE/LATINFONE with the ability to provide the Service to you or others or is notified that any use by You or by the User or Content may violate any laws or regulations. The VOYZE/LATINFONE act or omission under this Clause shall not constitute review or approval of your use or User's use or Content. You shall indemnify and hold harmless to VOYZE/LATINFONE against any liability arising from the content transmitted by or to you or Users using the Service. A "User" means any person, authorized or unauthorized, using the Service provided to you.

## **6. GOVERNING LAW / DISPUTE RESOLUTION**

### 6.1 Mandatory Arbitration.

Any controversy or claim exists between you and VOYZE/LATINFONE arising from or related to the Service or Device provided in connection with this Agreement, shall be settled by arbitration before a single arbitrator appointed by the American Arbitration

Association (American Arbitration Association ) in accordance with its Commercial Arbitration Rules. The award of the arbitrator shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator shall have power to: (i) grant remedies beyond those that the grant contract, or (ii) impose punitive or exemplary damages. The approval of the award given by the arbitrators may be requested in any court having jurisdiction for the purpose. All claims will be subject to individual arbitration and Customer shall not be subject to arbitration and punitive joint or submit disputes were bound prior to arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of his right to a judicial proceeding before a jury.

## 6.2 Governing Law.

This Agreement and the relationship arising between you and VOYZE/LATINFONE be subject to the laws of the State of Florida without regard to its conflict of law provisions. VOYZE/LATINFONE You and agree to submit to the personal and exclusive jurisdiction of the courts of the State of Florida. Should legal action be initiated in order to approve a court award, or for other reasons provided in Section 6.1 of this Agreement, you and VOYZE/LATINFONE agree to submit to the personal and exclusive jurisdiction of the courts of the State of Florida, and waive any objection to incompetence. No exercise or lack of demand from VOYZE/LATINFONE of any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Contract proves invalid by a competent court, the parties agree that the court should try to allow them to take the effects of the agreement between the parties as reflected in that provision and the other provisions of the Contract continue force. You agree that regardless of any provision or law to the contrary, any claim or action arising out of or related to use of the Service or the Agreement must be filed within a period of one (1) year from such claim or action arose, and not done in this term, the right to such claim or action shall be no permanent effects.

## 6.3 Entire Agreement.

This Agreement and the rates for Services found on the website of VOYZE/LATINFONE, constitute the entire agreement between you and VOYZE/LATINFONE and govern your use of the Service, superseding any prior contract between you and VOYZE/LATINFONE and any statements, understandings, writings, commitments, or prior or contemporaneous representations, related to this matter. No modification to this Agreement shall be binding VOYZE/LATINFONE unless and until notified in accordance with Clause 3 of this Agreement.

## 6.4 Severability

If any part of this Agreement is declared invalid or unenforceable, the remaining portions of this Agreement shall remain valid and binding. Such invalidity or non-enforceability will not invalidate or render inoperative any other portion of this Agreement.

## **7. PRIVACY**

VOYZE/LATINFONE services used in full or in part, to transmit voice and other communications, the public Internet and third party networks. VOYZE/LATINFONE not responsible for the lack of privacy that exists in connection with the Service. For additional information please refer to our Privacy Policy which is located on the website [www.voyze.com](http://www.voyze.com) or [www.latinfone.com](http://www.latinfone.com).

## **8. CHANGES NOTICES**

The Notice to Customers relating to any change in the "Terms of Service" shall be deemed delivered when sent to the section "Service Announcements" page VOYZE/LATINFONE internet. The notice shall be deemed received by the Customer, and such changes linked to the Customer, the date it is published in the website of VOYZE/LATINFONE and does not require additional reporting by VOYZE/LATINFONE.

## **9. BILLING**

We will charge ahead with your payment rate monthly service plan at the time of disconnection, all unbilled amounts and any disconnection fees, reimbursements and other charges for returns that are due. If you subscribe to a plan, we will bill in advance the service plan fee for each month, plus taxes, fees and surcharges associated. These charges apply even if no use is subscribed plan.

### **9.1 Pay.**

When you subscribe to our service, you authorize us to collect from your payment method, including disconnection fees, late payment and any other outstanding charges. This authorization remains valid until 30 days after you remove it and we can not continue to charge via your payment method.

### **9.2. Notices**

You agree to update the information in your account immediately whenever you change your personal or billing information (including, for example, your name, address, email address, phone number and the number and the expiration date of your debit / information credit or other payment method). You authorize VOYZE/LATINFONE to send notices and information about their service, including email, via the Internet or SMS. If notices are sent to the last email address you provided to us, you agree that you have provided sufficient email notice and you waive any right to assert failure of notice.

You understand that we find it difficult to distinguish between credit cards and debit cards. Agree to waive your rights under the Regulations to receive notices from us regarding the amount that we will debit your account. While it may send you occasional messages about your billing, we are not required to. We may change or cease our messages at any time and without notice.

### **9.3 Billing Disputes.**

If you wish to dispute any charge of VOYZE/LATINFONE in your statement, you must notify us within 7 days after receiving your bank statement or issuer of your credit card. If you do not dispute the charges within 7 days, you waive the right to refute.