



ConnectMe Service Terms

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1.0 General terms

ConnectMe will provide the subscriber ("subscriber") with digital phone service, subject to the terms and conditions set forth herein (the "service").

- For credit card users, subscriber authorizes ConnectMe to debit their credit card or bank debit card for charges for their ConnectMe account. Charges will be billed monthly and include the monthly fee described in the service order, a charge for any minutes used, plus applicable taxes and surcharges.

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Subscriber also agrees to provide ConnectMe with a new credit card if the credit card initially provided becomes invalid, and shall pay any outstanding balance owed to ConnectMe. If at any time the payment should be declined, the subscriber has 5 days to provide payment, or the service may be interrupted. Should payment not be received within 15 days, the service may be terminated. After such termination, the subscriber may be subject to a reactivation fee.

- If ConnectMe has approved invoice based charges, all payments must be received within 15 days of the billing date. If payment is not received within 15 days, the service may be interrupted. Should payment not be received within 30 days, the service may be terminated. After such termination, the subscriber may be subject to a reactivation fee.
- The subscriber understands that any charges in question must be disputed in writing within 90 days of receipt of their statement.
- ConnectMe or its successors, subsidiaries or agents are not responsible for any losses or damages due to any failure or interruption of these services.
- All fees are subject to applicable Federal and State taxes, fees, and surcharges. Please see the Taxes, Fees and Surcharges section below for more information.
- Unused minutes in all applicable ConnectMe plans do not carry over month to month.
- The monthly fee is charged regardless of minutes used or not used.
- Please see ConnectMe's Cancellation Policy below for our cancellation terms.
- The unlimited usage plans are designed for normal business use, unless exempted from this policy on the reseller agreement or service order. Please see the Fair Usage section 7.0 for details.
- ConnectMe offers E911 emergency service to its ConnectDirect (Hosted VoIP) and SIP Trunk subscribers. Please see E911 section 10 for details, instructions and limitations.

2.0 Term and Pricing

See the separate service order document for pricing details.

3.0 Cancellation Policy – Termination by Subscriber

- All cancellations require a 30-day written notification, unless otherwise specified in the service order. Cancellation of the service is in effect only upon the issuance of a cancellation number.
- Written cancellations may be sent to cancel@connectmevoice.com or faxed to (732) 972-5164.
- There are no refunds for partial months.
- No account can be cancelled by the subscriber while having an outstanding balance. All accounts must be made current prior to cancellation.
- The monthly fee is charged regardless of minutes used or not used. Non usage of an account does not automatically cancel the account.
- For hosted VoIP or SIP trunk accounts, the subscriber may request a full refund on equipment purchased, if the equipment is returned to our designated distributor within 30 days of purchase, in excellent condition with the original packaging. The customer is responsible for ground shipping costs to our distributor. If equipment is not returned within 30 days, ConnectMe is not under any obligation to refund any equipment purchase.
- If transferring/porting an existing ConnectMe number away from ConnectMe, the transfer must be done prior to cancellation. All terms, as set forth in the Terms and Conditions must be satisfied. If an account has been cancelled by the customer or ConnectMe, the number will become the property of ConnectMe and can be reissued at the discretion of ConnectMe.

4.0 Termination by ConnectMe

If, in ConnectMe's sole and absolute discretion, (a) a subscriber is in breach of any of the terms of this agreement (including but not limited to the Usage Policy); (b) a subscriber's use of the service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the service, ConnectMe servers or other equipment, or the use and enjoyment of other users; (c) ConnectMe receives an order from a court of competent jurisdiction to terminate a subscriber's service; or (d) ConnectMe for any reason ceases to offer the service, then ConnectMe at its sole election may terminate or suspend such subscriber's service with 60 days notice. For a termination in accordance with this paragraph, subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this agreement, including without limitation the equipment charges set forth herein, if applicable.

5.0 Privacy Policy

5.1 Information stored by ConnectMe, LLC

All subscribers must accurately complete the Subscriber Sign-up form. This form is filled out either by accessing our Internet sign-up page or by our customer service representatives using the same sign-up tool. The sign-up form will ask for the subscriber's name, address, e-mail accounts, company name, telephone number(s), and credit card information. In addition, ConnectMe stores all call detail records, along with all greetings, voicemail and fax messages. ConnectMe, LLC will own the copyright in the compilation of this information.

5.2 How the data obtained in the Subscriber Agreement is used

ConnectMe, LLC uses the information obtained in the Subscriber Sign-up for the following purposes:

- Billing Note: Credit card numbers are used only for payment processing and are not retained for other purposes.
- Critical customer communications.
- Monitoring of Subscriber usage for statistical and fraud-prevention purposes.
- Anything that is reasonably necessary to effect the operation, administration, and management of the service.
- To communicate with the subscriber, update the subscriber on service and benefits, and to personalize our web sites for the subscriber. From time to time, we may also use subscriber information to contact you for market research or to provide you with marketing information we think would be of particular interest. ConnectMe will always provide the subscriber with the opportunity to opt out of receiving such direct marketing or market research contact.
- Calls may be recorded and stored on our servers for troubleshooting purposes. These recordings are secured, and may be accessed only by ConnectMe senior management, and senior technical personnel for the purpose of troubleshooting call quality issues. If a customer does not wish to have any calls recorded, they may notify us, and we will not record any calls.

5.3 How the data contained in Voicemail and Fax messages is used

It is the policy of ConnectMe, LLC not to use or unnecessarily access the content of subscriber faxes or voicemail messages, except for the following purposes:

- When a Subscriber is suspected to be in violation of Usage Policy reported by another subscriber or affected party.
- When it is required for the purposes of troubleshooting or testing for a problem with the Subscriber's service.
- When required for customization or programming of special features for the Subscriber's service.
- When required by law.
- ConnectMe may maintain a copy of recorded conversations for our Hosted VoIP or SIP trunk users. This is deleted every 8 days, and is accessed exclusively for troubleshooting purposes by our tech support department. If the subscriber does not wish to have this recording maintained, they may be excluded upon written request to our customer service department.

5.4 Disclosure or sharing of subscriber data

ConnectMe, LLC will not sell, rent, or lease personally identifiable Subscriber Information to others without subscriber permission except for the following conditions:

- In conjunction with a sale of ConnectMe, LLC assets or stock (i.e. our customer base) to another business entity.
- When required by law or legal process.
- When necessary to assist authorities investigating a claim involving illegal activity.
- Our customer service personnel shall have access to an individual's account data when required for the maintenance or update of a subscriber's account.
- No one, other than senior management and senior technical personnel, shall have access to a broad-based listing of all customer information, such as can be obtained by database queries or downloads.

5.5 Data security

ConnectMe, LLC stores subscriber data on secure servers, under the protection of sophisticated firewalls, and transmits any credit card or personal information to our payment processing company via secure encrypted means, using 128 Bit SSL. The data is backed up daily for fast recovery in the case of primary data loss. The data is physically stored at a secure hosting facility, which employs enhanced security techniques to prevent unauthorized entry. Physical access to our services is restricted to senior management and senior technical personnel. ConnectMe, LLC is compliant with Trust Guard auditing, which is used to test our system for any vulnerability to hackers or other security risks on a daily basis.

5.6 Third Party Links

Links to third-party web sites on the site are provided solely as a convenience to the subscriber. ConnectMe, LLC maintains no control over third-party sites, including but not limited to their content or privacy policies, and makes no representation or warranty in connection with the subscriber's decision to access third-party sites from links appearing throughout the ConnectMeVoice site. If the subscriber decides to access any of the third-party sites linked to this site, it is entirely at the subscriber's own risk.

5.7 Cookies

ConnectMe, LLC makes use of browser "cookies". Cookies are files employed by a majority of Internet related service providers which write specific information to a user's hard disk to be read again in the future if a user returns to a previously visited site. ConnectMe's cookies do not enable third parties to access any subscriber information. ConnectMe uses cookies internally to store subscriber data on service usage. ConnectMe may also use cookies for tracking of our Affiliate Marketing Associates for the purpose of commission tracking. If the subscriber feels strongly about the use of cookies, most browsers may be set to alert them to the

placement of a cookie on your computer. The subscriber can delete the files that contain cookies; those files are stored as part of the Internet browser. Please refer to the browser help File to make use of these options.

5.8 Modifications to our Privacy Policies

We may make changes to this policy from time to time. We will post changes to our Privacy Policy on our end user site, which shall be effective upon posting. We will also inform subscribers of critical changes via email. Please contact us with comments or questions about this policy.

6.0 Number Portability Policy

There is a \$30.00 cost recovery fee charged to transfer an existing number to ConnectMe from another carrier. ConnectMe has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number. The subscriber may request a transfer of their ConnectMe number to another carrier, but ConnectMe must be notified in writing prior to the transfer. ConnectMe reserves the right to charge a \$30.00 cost recovery fee to release the number to another carrier. If a ConnectMe account has been cancelled for any reason, ConnectMe may, in its sole discretion, release the account's number to another subscriber. It is the customer's responsibility to have the number transferred to another carrier prior to cancelling the account. Transferring the number to another carrier does not automatically cancel the account with ConnectMe. It is the responsibility of the customer to properly cancel the account in writing as per ConnectMe's Cancellation Policy. Billing of the account will continue and be due until such cancellation has been processed, even if the number has been transferred away from ConnectMe.

7.0 Fair Usage

Fair usage limits apply on unlimited usage plans, unless specifically exempted from this policy on the service order or reseller agreement. Fair usage is defined as 5,000 minutes of total minutes per month for each line (trunk) you have purchased. If your usage averages more than 5,000 minutes of total usage per line (trunk), ConnectMe shall provide the option of increasing the number of total lines the subscriber is billed for in order to conform to the monthly average usage policy. Should the subscriber not wish to purchase the additional lines (trunks), ConnectMe may cancel the service and provide assistance with transferring your service to another service provider.

8.0 Network Integrity and Security

The subscriber is expressly prohibited from any use of the service or any other action that, in ConnectMe's sole discretion, is deemed to present a risk to the network integrity or security of ConnectMe or its vendors, whether directly or indirectly. ConnectMe, in its sole discretion, may suspend your service until the issue is rectified if it determines the subscriber's actions could cause a network disruption or security breach.

9.0 Unlawful and Prohibited Use

The subscriber agrees to use the service only for lawful purposes. The subscriber is expressly prohibited from using the service to transmit or receive any communication or material of any kind when in ConnectMe's sole judgment the transmission, receipt or possession of such communication or material would constitute, or encourage conduct that would constitute, a criminal offense, give rise to a civil liability or otherwise violate any applicable laws. The subscriber acknowledges that neither ConnectMe nor its vendors are responsible for the content of the transmissions that pass through the service. The subscriber is expressly prohibited from using the service or equipment for any abusive or fraudulent purpose, including using the service in a way that interferes with our ability to provide the service, or avoids the subscriber's obligation to pay for communications services. ConnectMe, in its sole discretion, may terminate service if it believes the subscriber has violated the aforementioned restrictions, or if the subscriber acts in a manner that is threatening to ConnectMe personnel. The subscriber is liable for any and all use of the service by any person

using the service, and the subscriber agrees to indemnify and hold harmless ConnectMe against any and all liability for any such use. If ConnectMe, in its sole discretion, believes that the subscriber has violated the aforementioned restrictions, ConnectMe may forward personally identifiable information to the appropriate authorities for investigation and prosecution and the subscriber hereby consents to such forwarding.

Any call originated on the ConnectMe network is subject to inspection and investigation if the call is suspected of being fraudulent, abusive, or illegal. Calls meeting any of these criteria will be blocked. If these conditions are repeated, becoming excessive, the subscriber may be disconnected from the ConnectMe network and may be subject to further investigation by the FCC for enforcement of the TRACED Act and the subscriber may be subject to fines and penalties imposed by the FCC or the jurisdictional court.”

10.0 E911 Service

Please read this information regarding 911 emergency dialing very carefully. By activating and paying for the service, you acknowledge and agree to the limitations of ConnectMe 911 emergency dialing service, and understand the distinctions between such service and traditional 911 or E911 calls.

ConnectMe cannot and does not guarantee that 911 emergency dialing will operate as intended. 911 emergency dialing will not function in the event of a broadband or power outage or if the subscriber's broadband Internet access service or ConnectMe phone service is terminated. The only way to know with absolute certainty that 911 service is functioning is to test the system. ConnectMe, however, is not authorized to make test calls to the 911 system and cannot authorize the subscriber to do so. The subscriber may wish to call the non-emergency number of your local police or fire department to find out if they are able to help obtain such permission.

ConnectMe provides a safe and reliable means of communication in times of emergency. All of the ConnectDirect products, which include Internet phone adapters, VoIP telephones, and SIP trunks, include 911 dialing in compliance with federal and state regulations.

ConnectMe's 911 service has some limitations when compared to traditional 911 service. Most ConnectDirect or SIP Trunk subscribers (other than Wi-Fi and Soft phone customers) have access to either traditional 911 or Enhanced 911 (E911) service. With both traditional 911 and E911 services, your call goes directly to an emergency response center serving the subscriber's number. In addition, with E911 service, the emergency response center can see the subscriber's call-back number and address. If local authorities cannot display the registration information that ConnectMe provides with the 911 call, the call will be delivered through the traditional 911 network and answered by a trained dispatcher in your local 911 center. The dispatcher will not have the correct address and may not have the phone number, so be prepared to provide it.

In some circumstances 911 calls cannot be routed through the 911 network and your call will be routed to a national emergency call center. Calls that will be sent to a national emergency call center include calls made from a Wi-Fi or Soft Phone, calls made from an international location, calls made from areas not covered by the 911 network, and calls made with inaccurate or incomplete location information. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to the national emergency call center.

As part of the activation process for the ConnectDirect phone service, the subscriber is required to register their location for 911 purposes using the end user portal or via email. The subscriber must register the physical location for each phone line where they will utilize the service.

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If the subscriber changes their location, they are required to register the new location by logging into the end user website, and changing the 911 location for the extension associated with the phone. If the subscriber does not register the new location, any 911 call you make may be sent to an emergency center near your old location. Regardless of what address you register for a Wi-Fi or Soft Phone, emergency calls made from these devices will be routed to the national emergency response center.

11.0 Taxes, Fees and Surcharges

In addition to the monthly service charges billed by ConnectMe for the service, service provider surcharges, taxes, fees and other charges may be applied to the monthly invoice based on the type of service, and the geographical location, among other factors. Examples include, but are not limited to:

11.1 Federal Universal Service Fund

The Telecommunications Act of 1996 requires that ConnectMe contribute to the Federal Universal Service Fund (“FUSF”). The FUSF helps to make phone service affordable and available to all Americans, including consumers with low incomes; those living in areas where the cost of providing telephone service is high; public schools and libraries; and rural health care providers. The Federal Communications Commission (“FCC”) delegates the administration of the FUSF to the Universal Service Administrative Company (“USAC”). Each quarter, USAC announces, and the FCC approves, a “contribution factor.” The contribution factor is a percentage of the total interstate/international revenue for which each interstate carrier is responsible for contributing to the FUSF in order to sustain the FUSF System. As permitted by FCC regulations, ConnectMe has opted to bill FUSF as a separate line item. Consistent with such regulations, ConnectMe only bills FUSF line item charges in an amount equal to the quarterly contribution factor currently in effect. This is a permissible pass-through fee but is not a tax or charge mandated by the government. Please visit [USAC's Website](#) for more information on the FCC's Universal Service Fund.

11.2 Regulatory Recovery Fee

ConnectMe collects and retains this fee to recover some of the costs incurred to comply with federal, state and local law to remit to the appropriate government entity (including, but not limited to, sales, excise, public utility, and E911). This section may also include certain fees and costs incurred as a result of providing service, such as universal service fees (USF). ConnectMe collects them in order to recover or help defray the costs they incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

11.3 Federal Telecommunications Relay Services Fund

The Telecommunications Relay Services (“TRS”) Fund was established by the FCC in 1993 to reimburse TRS providers for the cost of providing interstate TRS services. TRS services are telephone transmission services that provide hearing or speech challenged individuals with the ability to use a traditional telephone. Under the FCC's rules, ConnectMe must contribute a percentage of its interstate and international end-user telecommunications revenues to the TRS Fund and is permitted to recover these fees from its customers. The contribution percentage varies annually.

11.4 Local Number Portability Administration (LNPA)

Local Number Portability (LNP) is a customer's ability to keep existing phone numbers when switching to another service provider. ConnectMe must provide LNP, as well as contribute to the FCC's LNPA program, designed to diffuse the costs of administering LNP. ConnectMe pays a proportionate share of the LNP costs in each region in which it operates and has customers. ConnectMe collects a fee from its customers to offset its LNP costs. This fee varies frequently by region.

11.5 North American Numbering Program Administration:

The North American Numbering Plan is an integrated telephone numbering plan for the Public Switched Telephone Network serving multiple countries including the United States and its territories. It is administered by the North American Numbering Plan Administration. Under the FCC's rules, ConnectMe must contribute to the costs of numbering administration. Contributions are based on a percentage of ConnectMe's revenues from customers using international, intrastate and interstate services. The percentage varies annually.

11.6 Annual Regulatory Fee

ConnectMe must pay an annual regulatory fee to the FCC. This fee varies annually. ConnectMe collects this fee from its customers on a monthly basis.

11.7 State and Local Taxes

States, counties, cities, and special taxing districts may assess various taxes on ConnectMe's services and/or phone purchases. These may include specific taxes on communications services, sales, use and excise taxes, gross receipts taxes, property taxes and others. ConnectMe collects applicable taxes and remits them to the taxing authorities.

11.8 State and Local E911 Fees

Some states and localities require ConnectMe to collect a fee to help support state and local Enhanced 911 (E-911) Funds. These fees vary by state and locality.

11.9 State Universal Service Funds

ConnectMe may also be required to contribute to State Universal Service Funds. The funds may be used to assist in providing universal service and to a variety of other programs at the state level. ConnectMe collects applicable charges from customers. This charge is not a tax or government-imposed fee.

11.10 State Telecommunications Relay Services Funds

Some States also require contributions to State Telecommunications Relay Services Funds to offset the cost of providing local transmission services that provide hearing or speech challenged individuals with the ability to use a traditional telephone. Many states require ConnectMe to collect this fee and remit it to the taxing authority.

12. Warranties and Limitations of Liability

YOU (THE SUBSCRIBER) ACKNOWLEDGE AND AGREE THAT THE SERVICE, EQUIPMENT AND ANY SOFTWARE SUPPLIED HEREUNDER ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY SOFTWARE OR EQUIPMENT PROVIDED BY CONNECTME (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). CONNECTME (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, SOFTWARE AND EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY CONNECTME OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

CONNECTME DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED OR ERROR-FREE. CONNECTME SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. CONNECTME MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR THE INTERNET. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE, THE EQUIPMENT AND THE INTERNET GENERALLY.

IN NO EVENT SHALL CONNECTME (OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF CONNECTME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH CONNECTME (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), CONNECTME'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

13.0 Indemnification

You (subscriber) agree to defend, indemnify and hold harmless ConnectMe and its officers, directors, members and employees from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or this agreement by you (or any parties who use your account, with or without your permission, to access the service); (b) the use of the service, the equipment or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the service, equipment or the Internet.

14.0 Dispute Resolution - PLEASE READ THIS CAREFULLY AS IT AFFECTS YOUR RIGHTS

Any controversy or claim arising out of or in connection with this Agreement, its enforcement or interpretation ("Dispute"), will be finally resolved solely in accordance with the terms of this Section. If a
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Dispute arises, the parties will endeavor to resolve the Dispute through good faith negotiation within forty-five (45) days of notification of the Dispute. If the Dispute cannot be settled through good faith negotiation, the parties, upon mutual agreement, will submit the Dispute to non-binding mediation conducted by the American Arbitration Association ("AAA") or any other mutually acceptable alternate dispute resolution organization. Each party shall bear its own expenses but those related to the compensation of the mediator shall be borne equally. The parties, their representatives, other participants and the mediator (and arbitrator, if any) shall hold the existence, content and result of mediation in confidence. If the Dispute is not resolved through mediation, claims may be brought in a state or federal court of competent jurisdiction or resolved through binding arbitration. Notwithstanding the foregoing, ConnectMe shall be entitled to take immediate legal action where required to protect its confidential or proprietary information, or to obtain any interim injunction.

15.0 Miscellaneous

15.1 Choice of Law

The validity, construction and performance of this Agreement will be governed by the substantive laws of the State of New Jersey, without giving effect to any provisions that would result in this Agreement being governed by the law of any jurisdiction other than that of the State of New Jersey. Subject to the Dispute Resolution procedure set forth herein, the parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the county of Monmouth for the purposes of adjudicating any matter arising from or in connection with this Agreement. THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE USE OF THE CONNECTME WEBSITE.

To the fullest extent permitted by law, the subscriber and ConnectMe agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15.2 Revisions

ConnectMe may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to our website. You agree to visit this page and the links therein periodically to be aware of and review any such revisions. Increases to the monthly price of the Service for Monthly Subscribers shall be effective beginning with the calendar month following the calendar month in which such increases are posted. Revisions to any other terms and conditions shall be effective upon posting. By continuing to use the Service after revisions are in effect, you accept and agree to the revisions and to abide by them. Any subscriber who does not agree to the revision(s) must terminate their service immediately.

15.3 Assignment

You (Subscriber) agree not to assign or otherwise transfer, this agreement in whole or in part. Any attempt to do so shall be void. ConnectMe may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

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15.4 Compliance

ConnectMe's failure at any time to insist upon strict compliance with any of the provisions of this agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that provision is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

15.5 Things Beyond ConnectMe's Control

ConnectMe will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

15.6 Entire Agreement

This Agreement, including all policies posted on ConnectMe's website, which are fully incorporated into this agreement by reference, constitutes the entire agreement between you and ConnectMe with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

Notice:

Notices by ConnectMe to you shall be deemed given: (a) when sent to your primary contact email address, (b) when deposited in the United States mail addressed to you at the address you have specified in your account options or (c) when hand delivered to your home, as applicable.

Survival:

All obligations of the parties under this agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

