



# APPLICATION FOR A FREE OJO VIDEO PHONE

Thank you for your interest in Snap!VRS. You are now one step closer to enjoying the true-to-life video quality of the Ojo video phone. By submitting this application, you are indicating your interest in receiving a free Ojo video phone.

*Please note this application is for new customers only.*

**Mail completed application to:**

Attn: Application Department  
Snap Telecommunications, Inc.  
1 Blue Hill Plaza, 14th Floor  
P.O. Box 1626  
Pearl River, NY 10965

**Or fax completed application to:**

Attn: Application Department  
Fax: (845) 652-7109

**Have a question?**

Email info@snapvrs.com  
IM SnapHelp (AIM, GoogleTalk, MSN)  
TTY (877) 515-SNAP (7627)  
Fax (845) 652-7109  
VP-100/200 or D-Link: (877) 515-SNAP (7627)

\*\*\*\*\* PLEASE COMPLETE ALL QUESTIONS \*\*\*\*\*

**SECTION 1: CONTACT INFORMATION**

1. Are you Deaf, Hard-of-Hearing or Speech Impaired?  Yes  No

2. Is sign language your primary means of communication?  Yes  No

3. Title (e.g. Dr. Mr. Mrs. Ms.)

4. First Name

5. Last Name

6. Street Address (NOTE: P.O. boxes are not accepted)

7. Apt / Suite

8. City

9. State

10. Zip Code

11. Telephone  
( ) -

Voice  TTY

(NOTE: This telephone # will be assigned to your Ojo video phone. If you do not have a telephone # then we will assign one for you.)

12. Pager

13. Existing Video Phone (e.g. VP-100)

14. Existing Video Phone # / IP Address

15. Instant Message (e.g. AIM, MSN)

16. Email Address

17. What is your preferred method of contact? (Please check one)  Email  IM  Pager  TTY  Video Phone

**SECTION 2: DEMOGRAPHIC INFORMATION**

18. Please specify your date of birth: (\*NOTE: If you are under 18 years old, please complete the Guardian Permission Form located in Attachment A.)

Month

Day

Year

19. Please identify your gender:

Male  Female

20. Please indicate your highest level of academic achievement:

No high school  Bachelors degree  
 Some high school  Masters degree  
 High school diploma/GED  Professional degree (e.g. M.D., J.D.)  
 Some college  Doctoral degree (Ph.D.)

21. Please indicate your employment status:

Full-time  Not employed  
 Part-time  Full-time student

22. Are other members of your household Deaf, Hard-of-Hearing or Speech Impaired?

Yes  No

23. How did you hear about us?

Advertisement / Publication  Referral from Friend/Family  Other (please specify)  
 Event / Conference  Website / Search Engine

23. Do you want to receive email news and product announcements from Snap!VRS?

Yes  No

Please continue to page 2

**SECTION 3: VRS INFORMATION**

25. What type of Internet connection do you have?

Cable  Dial-up  DSL  FiOS  Other (please specify) \_\_\_\_\_

26. Do you currently have a router? If yes, please list your router make and model type.

Yes  No  
\_\_\_\_\_ Make \_\_\_\_\_ Model

27. Do you currently use VRS?  Yes  No  Not applicable

28. Who is your primary VRS provider? (If you have more than one, then please select the VRS provider you use most often.)

None  CSD / Sprint  Hands-On  Sorenson  
 CAC  Hamilton Relay  LifeLinks  Verizon  Other (please specify) \_\_\_\_\_

29. How satisfied are you with your primary VRS provider?

Not applicable  High  Medium  Low

30. Which of the following VRS features is most important to you? (please select only ONE)

Customer Service  Speed of Answer  Video Quality  
 Quality of Interpreting  Video Phone Features  Doesn't Matter

31. Do you currently use VRS at work?

Yes  No  Not applicable

32. Please indicate how often you use VRS at work.

Not applicable  15 min - 1 hr per day  At least once per week  At least once per year  
 1 - 15 min per day  More than 1 hr per day  At least once per month

33. Do you currently use VRS at home?

Yes  No  Not applicable

34. Please indicate how often you use VRS at home.

Not applicable  15 min - 1 hr per day  At least once per week  At least once per year  
 1 - 15 min per day  More than 1 hr per day  At least once per month

**SECTION 4: TERMS AND CONDITIONS**

35. I agree to the terms and conditions of the Snap!VRS Service Agreement (see attachment B)

x \_\_\_\_\_ / / \_\_\_\_\_  
Signature Date



# ATTACHMENT A PARENT/GUARDIAN PERMISSION FORM

If you are under 18 years old and are a new customer applying for a free Ojo video phone, then your parent or guardian must complete this form.

■ Mail completed form to:

Attn: Application Department  
Snap Telecommunications  
1 Blue Hill Plaza, 14th Floor  
P.O. Box 1626  
Pearl River, NY 10965

■ Or fax completed form to:

Attn: Application Department  
Fax: (845) 652-7109

■ Have a question?

Email info@snapvrs.com  
IM SnapHelp (AIM, GoogleTalk, MSN)  
TTY (877) 515-SNAP (7627)  
Fax (845) 652-7109  
VP-100/200 or D-Link: (877) 515-SNAP (7627)

\*\*\*\*\* PLEASE COMPLETE ALL QUESTIONS \*\*\*\*\*

**SECTION 1: APPLICANT**

1. Title (e.g. Dr. Mr. Mrs. Ms.) \_\_\_\_\_ 2. First Name \_\_\_\_\_ 3. Last Name \_\_\_\_\_

4. Street Address (NOTE: P.O. boxes are not accepted) \_\_\_\_\_ 5. Apt / Suite \_\_\_\_\_

6. City \_\_\_\_\_ 7. State \_\_\_\_\_ 8. Zip Code \_\_\_\_\_

( ) - \_\_\_\_\_  Voice  TTY

9. Telephone \_\_\_\_\_

10. Email Address \_\_\_\_\_

**SECTION 2: PARENT / GUARDIAN**

11. Title (e.g. Dr. Mr. Mrs. Ms.) \_\_\_\_\_ 12. First Name \_\_\_\_\_ 13. Last Name \_\_\_\_\_

14. Street Address (NOTE: P.O. boxes are not accepted) \_\_\_\_\_ 15. Apt / Suite \_\_\_\_\_

16. City \_\_\_\_\_ 17. State \_\_\_\_\_ 18. Zip Code \_\_\_\_\_

( ) - \_\_\_\_\_  Voice  TTY

19. Telephone \_\_\_\_\_ 20. Relationship to Applicant \_\_\_\_\_

21. Email Address \_\_\_\_\_

**SECTION 3: CONSENT**

22. I hereby give my permission for the applicant listed above, for whom I am guardian, to apply for a free Ojo video phone. I also acknowledge that I have read and agree to the terms and conditions of the Snap!VRS Service Agreement (see attachment B).

x \_\_\_\_\_ / / \_\_\_\_\_  
Signature Date

## ATTACHMENT B

### SNAP!VRS SERVICE AGREEMENT TERMS AND CONDITIONS

This agreement, as the same may be amended hereunder (the "Agreement"), is between Aequus Technologies Corp. as a service provider and you as a user of our Service (as defined below) and any associated equipment, devices, terminals, and interconnect adaptors, such as video phones, telephones, and/or any IP connection devices (collectively "Device") used in conjunction with the Service.

By applying to the Service, you acknowledge that you have read, understood, and agree to the terms and conditions of this Agreement, and you represent that you are of legal age and authority to enter this Agreement and to become bound by its terms and conditions. No representation, warranty, term, or condition shall be binding upon us other than as set forth in this Agreement.

#### 1. DEFINITIONS

In this Agreement, the following words shall have the following meanings:

- **"We"** or **"us"** shall mean Aequus Technologies Corp. and its subsidiaries, including, without limitation, Snap Telecommunications, Inc.
- **"Service"** shall mean the enhanced communications service we offer to provide you with the ability (i) to access and use Video Relay Services ("VRS"), provided that you are a qualified VRS User, and (ii) to make unlimited video phone calls directly between your Device and compatible devices using a secure video stream.
- **"Device"** shall mean any equipment, devices, terminals, and interconnect adaptors, such as video phones, telephones, and/or any IP connection devices.
- **"Video Relay Service"** or **"VRS"** shall mean a service (provided, in our case, under the name Snap!VRS) that enables a user with a hearing or speech disability to communicate with a standard voice telephone user through the help of an interpreter ("communications assistant") by virtue of video equipment installed at the user's location and at the video interpreter's location.
- **"VRS User"** shall mean an individual who accesses and uses our VRS offerings through the Service. We reserve the right to impose eligibility criteria for VRS Users, which may include the presentation of a certification attesting to the user's hearing and/or speech impairment. Individuals within the household, family, or workplace of a VRS User who do not themselves qualify as a VRS User will not be eligible for treatment as a VRS User and therefore may be subject to any charges and other obligations imposed by us or by our affiliates or suppliers applicable to non-VRS users of the Service and the Device (any such charges and obligations for non-VRS Users would be addressed in a separate agreement).

#### 2. KEY SERVICE PROVISIONS AND RESTRICTIONS

##### 2.1. Term

The Service is offered to you as a VRS User on a subscription basis for a term that begins on the date that we activate the Service for you and continues thereafter for one (1) month. Subject to Section 5.4, the Agreement will automatically renew for successive one (1) month terms without further action by you unless you give us written notice of non-renewal at least ten (10) days before the end of the term in which the notice is given.

We reserve the right, from time to time, in our sole discretion, to amend this Agreement, and the most current release of this Agreement can be found on our Web site as identified to you either at the time of activation or upon subsequent notice (see Section 8). Upon any activation or renewal of the Service (including the aforementioned automatic renewals), the then-most-current release of the Agreement will be deemed to govern. You are ordering the Service for the full term of your subscription, meaning that if you attempt to terminate Service prior to the end of the term, you will

be responsible for all charges (if any) prior to the end of the then-current term, including, without limitation, charges for any lost, stolen, or damaged Device that we provided you, all of which will immediately become due and payable. Expiration of the term or termination of Service does not excuse you from paying all unpaid, accrued charges due in relation to the Agreement. However, we reserve the right to immediately terminate the Service provided to you should the provisions of this Agreement be violated. In such event, you will still continue to be responsible for the charges (if any) incurred prior to the end of the then-current term, including, without limitation, charges for any lost, stolen, or damaged Device that we provided you, all of which will immediately become due and payable.

##### 2.2. Free VRS Service for Qualified VRS Users

The Service and Device will be provided to you at no charge, subject to Section 2.7.1 and subject to our right to impose eligibility criteria for VRS Users, which may include the presentation of a certification attesting to your hearing and/or speech impairment. VRS Users may use the Service and Device for personal and business purposes, including to make VRS calls and to make non-VRS video calls directly to other compatible devices, but may not resell or transfer the Service to any other person for any purpose, or in any way charge for the use of the Service. You also agree that a subscription by you to VRS does not confer the right to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, or message broadcasting or blasting. All our VRS interpreters may not be available at all times. Although you may not request a specific interpreter for your VRS calls, you may specify a preference as to the interpreter's gender. We will undertake best efforts to accommodate such preferences at the initiation of a VRS call and, if a transfer occurs, at the time the call is transferred to another interpreter. Furthermore, we reserve the right to immediately terminate or modify the Service to you, if we determine, in our sole discretion, that your use of the Service fails to comply with this Section 2.2. You are 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, and you agree to defend, indemnify, and hold harmless us and our affiliates and suppliers, our officers, directors, employees, and agents, and any other provider who furnishes services or equipment to you in connection with this Agreement, the Device, or the Service, against any and all liability for any such use that fails to comply with this Section 2.2. Individuals within your household, family, or workplace who do not themselves qualify as a VRS User will not be eligible for treatment as a VRS User and therefore may be subject to any charges and other obligations imposed by us or by our affiliates or suppliers applicable to non-VRS users of the Service and the Device. Any such charges and obligations for non-VRS Users would be addressed in a separate agreement.

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

###### 2.3.1. Prohibited Uses

You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind, if, in our sole judgment, the transmission, receipt, or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law, or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law. These prohibited uses include, but are not limited to, (a) uploading, posting, publishing, transmitting, distributing, or in any way disseminating (collectively "disseminating") content which is obscene, unlawful, threatening, libelous, defamatory, harassing, vulgar, hateful, discriminatory, racially or ethnically offensive, or which infringes on the intellectual property rights of others, or which is an invasion of the privacy rights of others; (b) accessing, downloading, storing, or otherwise collecting any other person's images, data, or information without the knowledge and written consent of such person (but subject to Section 4.1); (c) disseminating, plagiarizing, reproducing, or creating derivative works of, any information, works, or other material that is protected by copyright, contract, or other right, without the permission of the owner of such right; (d) disrupting the Service or any systems, servers, or networks

connected to the Service, or interfering in any way with our ability to provide the Service (including VRS) to you or to others; (e) "stalking" or otherwise harassing another; or (f) impersonating any other identity or person, falsely stating your affiliation with any person or entity, or otherwise misrepresenting yourself or engaging in any type of fraudulent activity. You are 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, and you agree to defend, indemnify, and hold harmless us and our affiliates and suppliers, our officers, directors, employees, and agents, and any other provider who furnishes services or equipment to you in connection with this Agreement, the Device, or the Service, against any and all liability for any such use that fails to comply with any provision in this Section 2.3.

If we, in our sole discretion, believe that you have violated the above restrictions, we may, consistent with applicable laws, forward the objectionable material, as well as your communications with us and your personal information, to the appropriate authorities for investigation and prosecution. Furthermore, we reserve the right to immediately terminate or modify the Service to you or generally, consistent with applicable laws, if we determine, in our sole discretion, that the Service is being used for any of the aforementioned prohibited uses.

### **2.3.2. No Use of VRS for Video Remote Interpreting ("VRI"); Compliance with FCC Rules**

Video Remote Interpreting ("VRI") service is an interpreting service allowing a communications assistant in a remote location to translate between voice and sign language users in the same room via video camera. VRS calls may not be used as a substitute for VRI and must in all other respects comply with applicable rules and requirements of the Federal Communications Commission.

### **2.3.3. Inappropriate Content**

You are responsible for any and all liability that may arise out of the content transmitted by or to you and other users of the Service or Device we provide to you (collectively "Users"). You shall ensure that Users' use of the Service and Device will at all times comply with the terms and conditions of this Agreement, as well as all applicable laws, regulations, and written and electronic instructions for use. We reserve the right to terminate or suspend the Service, and/or remove any inappropriate Users' content from the Service, if we determine, in our sole discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide the Service to you or others, or if we receive notice from anyone that a User's use or content may violate any laws or regulations. Our actions or inaction under this Section 2.3.3 shall not constitute review or approval of any Users' use or content.

You will defend, indemnify, and hold harmless us and our affiliates and suppliers, our officers, directors, employees, and agents, and any other provider who furnishes services or equipment to you in connection with this Agreement, the Device, or the Service, against any and all liability arising from the content transmitted by or to Users using the Service. A "User" includes, without limitation, any person, whether authorized or unauthorized, using the Service and/or Device provided to you.

### **2.3.4. Theft or Fraudulent Use of Service or Device**

You agree to notify us immediately, in writing or by calling our customer support line, if your Device is stolen or if you become aware at any time that the Service is being stolen or used fraudulently. When you call or write, you must provide your account or phone number and a detailed description of the circumstances of the theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of the Service and Device provided to you and additional charges to you. You will be liable for all stolen Service or fraudulent use of the Service or Device prior to your notifying us. You will also be liable for any theft or fraudulent use of the Service that you have in any manner facilitated.

### **2.3.5. Use of Service and Device Outside the United States and Generally**

You should be aware that the technology used to provide, as well as the laws and regulations applicable to, communications services vary from country to country. While we encourage use of the Service within the United States, we may not be able to provide for or support the Service by customers, or to called parties, located in other countries. Any use of the Service or Device involving communications in or to a country other than the United States is therefore done at your own risk, including the risk that the connection may not be completed, that taxes or other fees may be imposed or that such activity violates local laws in the other involved country.

### **2.4. Number Assignment and Transfer on Service Termination**

We may, solely in our discretion, assign to you a caller identification or phone identification number for use with the Service, which may or may not be the number that you request. Furthermore, following any termination or expiration of this Agreement, we may, solely in our discretion, release the caller or phone identification number that was assigned to you by us and used in connection with the Service provided hereunder. This number may be released to another user provisioned by us, or, upon your request and our agreement with your request, to a new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided (i) your account with us has been terminated; (ii) your account with us is completely current including payment for all charges; and (iii) you request the transfer upon terminating your account, provided further that such request must be received by us within 30 days of terminating your account.

### **2.5. Service Distinguished from Traditional Telephone Service**

You acknowledge and understand that the Service is not a traditional telephone service. Important distinctions may exist between a traditional telephone service and the Service provided by us, e.g., the available features, the functionality, and the operation may be different (see, for example, Section 2.6.1 on 911 calling). The Service is also subject to different regulatory treatment than a traditional telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies.

### **2.6. Emergency Services and Outages**

#### **2.6.1. Emergency Services**

YOU ACKNOWLEDGE AND UNDERSTAND THAT THE SERVICE DOES NOT CURRENTLY SUPPORT TRADITIONAL 911 OR E911 OR OTHER TYPICAL ACCESS TO EMERGENCY SERVICES. WE MAY, SUBJECT TO ANY TECHNOLOGY OR GEOGRAPHIC CONSTRAINTS, OFFER A LIMITED 911-TYPE SERVICE THAT, IF OFFERED, MAY BE AVAILABLE ON A LIMITED BASIS, AND ONLY ON CERTAIN DEVICES. YOU SHOULD CAREFULLY REVIEW OUR "IMPORTANT NOTICE ON 911 SERVICES" ATTACHED HERETOFORE FOR MORE DETAILS REGARDING EMERGENCY CALLING AND THE CURRENT LIMITATIONS OF THE SERVICE IN THIS RESPECT.

#### **2.6.2. Service/Device Outages**

You acknowledge and understand that the Service and Device may not function in the event of a power failure or the failure of your communications network (such as your cable modem or DSL service). Should there be an interruption in the power supply or communications network, the Service and Device may not function until the power and/or network are restored. A power or network failure or disruption may also require a reset or reconfiguration of the Device prior to utilizing the Service. You further acknowledge and understand that if there is a power/network outage for ANY reason (including the suspension of your account for billing issues), such outage may prevent ALL Service, including any supported 911-type dialing or other ability to access emergency services personnel.

### 2.6.3. Limitation of Liability and Indemnification for Service Outages and Emergencies

You acknowledge and understand that our liability and the liability of our affiliates and suppliers for any Service outage or emergency call is expressly limited. You agree to defend, indemnify, and hold harmless us and our affiliates and suppliers, our officers, directors, employees, affiliates, and agents, and any other provider who furnishes services or equipment to you in connection with this Agreement, the Device, or the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by you or on your behalf, as well as by or on behalf of any third party or user of the Service or Device, relating to the absence, failure, or outage of the Service, including 911-type dialing, and/or any inability of any person using the Service to be able to dial 911 or to access emergency service personnel.

### 2.7. Changes to the Service

#### 2.7.1. Service Changes Allowed in Our Discretion

Features, user interface, system requirements, manner of use, fees charged, and other aspects of the Service may be modified and/or supplemented. We reserve the right to make such changes (including, without limitation, the right to impose fees for certain portions of the Service) as we, in our sole discretion, deem to be in the best interest of the Service, and you acknowledge and agree to such right.

#### 2.7.2. Memory Allocation

Although customers may have access to remote memory or other storage devices for the storage of account information, the time and limits of such storage are determined in our sole discretion. From time to time we may delete items stored to make room for new items, and accordingly such right is reserved as required, and no further notice will be given or required.

#### 2.7.3. Automatic Updates

To provide you with the most current features and software available for the Service and Device, we have configured the Device and the Service to permit automatic downloads of the latest information. We will endeavor to conduct these downloads during non-peak hours and in a manner to minimize disruption of your use of the Service and the Device; however, such downloads may result in a Service outage as discussed above.

### 2.8. Security

The Service utilizes, in whole or in part, the public Internet and third-party networks, which we do not control, to transmit VRS calls and other communications. You acknowledge and understand that our liability and the liability of our affiliates and suppliers is limited for any lack of security with respect to these networks. You agree to defend, indemnify, and hold harmless us and our affiliates and suppliers, our officers, directors, employees, affiliates, and agents, and any other provider who furnishes services or equipment to you in connection with this Agreement, the Device, or the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by you or on your behalf, as well as by or on behalf of any third party or user of the Service or Device, relating to the Internet and third-party networks.

## 3. EQUIPMENT AND INTELLECTUAL PROPERTY OWNERSHIP AND RIGHTS

### 3.1. Ownership of Device

Any Device we provide to you remains at all times the exclusive property of Aequus Technologies Corp. and/or its designated subsidiaries or affiliates, and nothing contained herein shall give, transfer, or convey to you or anyone else any right, title, or interest whatsoever in the Device (other than the right to use it for the legal and proper use of the Service in accordance with this Agreement), notwithstanding that it may be or become attached to, or embedded in, your or

another's personal property or realty. You may not convey or transfer the ownership of the Device itself, your possession of the Device, or the right to the predominant use of the Device to any other person or entity. The Device shall be returned to us whenever requested by us (either at the expiration of your VRS subscription term, termination of the Service by you or us, or otherwise), within a reasonable period following the request, in good condition, reasonable wear and tear accepted.

You shall reimburse us in the event a Device provided by us is lost, stolen, or damaged due to an act or omission by you, or by your agent, employee, or independent contractor; or by fire or other casualty on your premises, unless caused by the negligence or willful misconduct of our employee or agent. In such cases, liability and the reimbursement obligation to us shall be based upon equipment replacement costs.

You may request replacement, repair, or retrieval of the Device by using any of the contact methods provided on our web site (<http://www.snapvrs.com/>). We will retrieve Devices at a reasonable time of day if we need to repair, replace, or recall them.

#### 3.1.1. No Tampering with the Device

You agree not to change the electronic serial number or any equipment identifier associated with the Device, to perform a factory reset of the Device, or to otherwise disassemble, reverse-engineer, alter, modify, or tamper with the Device or any security controls contained therein, without our express written permission in each instance. We reserve the right to terminate the Service provided to you and to take back the Device from you, immediately and without advance notice, if, in our sole discretion, we believe that you have violated the above restrictions. In this case, you will be responsible for the costs associated with returning the Device to its original configuration or, if that is not possible, replacing the Device.

### 3.2. Copyright and Trademark

The Service and any documentation, firmware, or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all services, information, documents, and materials on our Web site(s) (collectively the "Software"), are protected by patents, copyright, and other intellectual property laws and international treaty provisions. All corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") associated with the Service are protected by trademark and other intellectual property laws and international treaty provisions. Such intellectual property shall remain the exclusive property of us, our affiliates and suppliers, and nothing in this Agreement shall grant you the right or license to use the same other than as reasonably required for your legal and proper use of the Service during the term of your subscription and then only in accordance with the terms and conditions of this Agreement. You expressly acknowledge that we and/or our affiliates and suppliers have retained title to and ownership of the Software, and that you are not given any right or license to use the Software, other than a nontransferable, revocable license to use the Software (without making any modification thereto), strictly in accordance with the terms and conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. You are expressly prohibited from asserting or filing registrations and/or applications for ownership or intellectual property rights in the Service, Device, Software, or marks in any country, nation, or jurisdiction throughout the world, and you are prohibited from copying, decompiling, reverse engineering, disassembling, modifying, or creating derivative works of the Service, Device, or Software or any aspect thereof. If you decide to use the Service through a terminal or an interface device not provided by us, which we reserve the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that terminal and interface device with the Service, and that the terminal and interface device are compatible with the Service. If you decide to use a Device provided by us with any service or application not provided by us, which we reserve the right to prohibit in particular cases or generally, you warrant and

represent that you possess all required rights, including software and/or firmware licenses, to use the Device with the other service or application, and that the service or application is compatible with the Device. You hereby agree to defend, indemnify, and hold harmless us and our affiliates and suppliers, our officers, directors, employees, and agents, and any other provider who furnishes services or equipment to you in connection with this Agreement, the Device, or the Service, against any and all liability arising out of any violation of this Section 3.2, including, without limitation, the use of such terminal and interface device with the Service, use of any Device with any other service or application, and any use of the Software not expressly granted hereunder. We reserve the right to terminate your use of the Service immediately and without advance notice if, in our sole discretion, we believe that you have violated the above license.

#### 4. USER INFORMATION

##### 4.1. Protection of Your Personal Information

You acknowledge that the Service and Device may permit parties to a call to capture and store information transmitted during the call such as your caller identification or phone number and/or the sounds and video images comprising the call (collectively or individually, "personal information"). This personal information may be stored and used as part of an address book, audio and video messaging, and other uses discussed in the user guide for the Device. If you do not wish your image to be captured, you can use the video and audio mute features contained within the Device, and your failure to do so shall constitute your express consent for and agreement to such capture, storage, and use of this personal information.

Furthermore, you acknowledge that in subscribing to the Service you may have provided and may need to continue to provide certain other personal information (e.g., financial, address, and usage information) to facilitate our and our agents' ability to contact you regarding your use of the Service and/or Device, or for the potential recovery of costs from you for the Service or for a lost, stolen, or damaged Device. You hereby consent and agree to the use of such personal information by us and our agents as reasonably required for such purposes and to send you from time to time print and/or electronic communications pertaining to the Service and Device.

Calls made through our VRS call centers are confidential. Subject to Section 2.3.1, we will not disclose any information from your VRS conversations.

Further information regarding our usage and the restrictions and limitations on the usage of your personal information are contained in our Privacy Policy, which is located at <http://www.snapvrs.com>.

##### 4.2. Incoming Calls

While we will not disclose your caller identification or phone identification numbers to third parties except as permitted herein or by our Privacy Policy, you may receive calls from third parties who have received your number from other sources or who call you by accident or through methods by which random numbers are generated and called, some of which may be undesired and may contain content which may be objectionable or improper. Although this Agreement endeavors to prohibit the improper use of the Service and Device by all users thereof, current broadband technology cannot necessarily predict or prevent such calls. You acknowledge and understand that our liability and the liability of our suppliers is limited for any incoming calls. You agree to defend, indemnify, and hold harmless us and our affiliates and suppliers, our officers, directors, employees, affiliates, agents, and any other provider who furnishes services or equipment to you in connection with this Agreement, the Device, or the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by you or on your behalf, as well as by or on behalf of any third party or user of the Service or Device, relating to any incoming calls.

#### 5. BILLING / PAYMENTS / TERMINATION

##### 5.1. Billing

You may need to give us a valid credit card number when the Service is activated. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced, you must advise us at once. We will bill any charges to your credit card, including, without limitation: costs for replacing any lost, damaged, or stolen Device that we provided to you; and shipping and handling charges. If you are using a broadband Internet access provider and/or a traditional landline or VoIP service in conjunction with the Service, you may incur a separate fee by your broadband Internet access provider to use its service, and standard calling rates still apply to all regular telephone calls you or others may make as billed by your local, long distance, or VoIP telephone provider.

##### 5.2. Billing Disputes

You must notify us in writing within thirty (30) days after the date your credit card statement was issued if you dispute any charges on that statement, or such dispute will be deemed waived.

##### 5.3. Payment

We only accept payments by credit card. Your initial use of the Service authorizes us to automatically charge the credit card account number we have on file, including any changed information given to us if the card expires or is replaced, for all charges that accrue during the billing cycle. This authorization will remain valid until thirty (30) days after we receive your written notice terminating our authority to charge your credit card. We may terminate the Service provided to you at any time in our sole discretion, if any charge to your credit card on file with us is declined or reversed or in case of any other non-payment of account charges. Termination of Service for a declined card, reversed charges, or non-payment leaves you FULLY LIABLE FOR ALL CHARGES ACCRUED BEFORE TERMINATION AND FOR CHARGES INCURRED AS A RESULT OF YOUR NON-PAYMENT, SUCH AS (BUT NOT LIMITED TO) COLLECTION COSTS AND ATTORNEYS' FEES.

##### 5.4. Termination/Discontinuance of Service by Us

We reserve the right to suspend or discontinue providing the Service generally, or to terminate the Service provided to you (and collect any Device we have provided to you), at any time in our sole discretion. If we discontinue providing the Service generally, or terminate the Service provided to you in our discretion without a stated reason, you will be responsible only for charges accrued through the date of termination. If the Service provided to you is terminated by us for any stated reason, including, without limitation, violation of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service), you will be responsible for paying any owed charges, including reimbursement for any lost, stolen, or damaged Device, all of which will immediately become due and payable.

#### 6. WARRANTY AND LIABILITY LIMITATIONS / INDEMNIFICATION

##### 6.1. Limitation of Liability

NEITHER WE NOR OUR AFFILIATES OR SUPPLIERS SHALL 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 QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING:

- a) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR ANY OTHER THIRD PARTY;
- b) EQUIPMENT, NETWORK, OR FACILITY FAILURE;
- c) EQUIPMENT, NETWORK, OR FACILITY UPGRADE OR MODIFICATION;
- d) EQUIPMENT, NETWORK, OR FACILITY SHORTAGE;

- e) EQUIPMENT, NETWORK, OR FACILITY RELOCATION;
- f) EQUIPMENT, NETWORK, OR FACILITIES NOT PROVIDED BY US;
- g) SERVICE, EQUIPMENT, NETWORK, OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU;
- h) FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD; STRIKES; FIRE; WAR; TERRORISM; RIOT; GOVERNMENT ACTIONS; OR
- i) ANY OTHER CAUSE THAT IS BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, THE FAILURE OF INCOMING OR OUTGOING COMMUNICATIONS, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED.

OUR LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES (IF ANY) WITH RESPECT TO THE AFFECTED TIME PERIOD.

**6.2. No Consequential or Other Special Damages**

IN NO EVENT SHALL WE OR OUR SUPPLIERS, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE OR EQUIPMENT PROVIDER WHO FURNISHES SERVICES OR EQUIPMENT TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, PROPERTY DAMAGE, OR PERSONAL INJURY, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING WITHOUT LIMITATION ANY INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCTS LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

**6.3. General Indemnification**

In addition to the other indemnification and related obligations specified elsewhere in this Agreement, you agree to defend, indemnify, and hold harmless us and our suppliers, our officers, directors, employees, affiliates, and agents, and any other provider who furnishes services or equipment to you in connection with this Agreement, the Device, or the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by you or on your behalf, as well as by or on behalf of any third party or user of the Service provided to you, relating to this Agreement, the Service (including 911 dialing), or the Device. This paragraph shall survive termination of this agreement.

**6.4. No Warranties for Service**

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICE WILL BE WITHOUT SERVICE FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. NEITHER WE, OUR SUPPLIERS, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE OR EQUIPMENT PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF, YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF OUR, OUR AGENTS', OR OUR SUPPLIERS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY US OR OUR

AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

**6.5. No Warranties for Devices**

ANY AND ALL WARRANTIES WITH RESPECT TO ANY DEVICE HEREUNDER IS EXPRESSLY DISCLAIMED. IF YOU PURCHASED A DEVICE NEW FROM WORLDGATE COMMUNICATIONS INC. OR ANY OTHER VENDOR AND THE DEVICE INCLUDED A LIMITED WARRANTY AT THE TIME OF PURCHASE, YOU MUST REFER TO THE SEPARATE LIMITED WARRANTY DOCUMENT FOR INFORMATION ON THE LIMITATION AND DISCLAIMER OF CERTAIN WARRANTIES. IF YOUR DEVICE DID NOT INCLUDE A LIMITED WARRANTY FROM WORLDGATE OR OTHER VENDOR AT THE TIME OF PURCHASE, YOU AGREE TO ACCEPT THE DEVICE "AS IS" AND ACKNOWLEDGE THAT YOU ARE NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT.

**6.6. Third-Party Beneficiaries**

WorldGate Communications, Inc. and its affiliated companies, as our supplier, shall have the right as a third-party beneficiary to directly enforce all of the provisions of this Agreement. No provision of this agreement provides any person or entity not a party to this agreement other than WorldGate and its affiliated companies not a party to this agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

**6.7. Jurisdictional Differences**

BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT, HOWEVER, WILL THE LIABILITY FOR DAMAGES, LOSSES, AND CAUSES OF ACTIONS, REGARDLESS OF LEGAL THEORY ASSERTED, OF ALL OUR AFFILIATES IN THE AGGREGATE, EXCEED THE GREATER OF THE AMOUNT YOU HAVE PAID TO US UNDER THIS AGREEMENT OR US\$100.

**7. MISCELLANEOUS**

**7.1. Mandatory Arbitration**

Any dispute or claim arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision 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 has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and you will not bring or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. You acknowledge that this arbitration provision constitutes a waiver of any right to a jury trial.

**7.2. Governing Law / No Waiver**

The Agreement and the relationship between you and us shall be governed by the laws of the State of New York without regard to its conflict-of-law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within New York. Our failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

### 7.3. Entire Agreement

This Agreement constitutes the entire agreement between you and us and governs your use of the Service and the Device, superseding any prior agreements between you and us and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon us unless and until posted in accordance with Section 8 hereof.

### 7.4. Assignment

You may not assign this Agreement or your right to use the Service or Device without our prior written consent. We may assign all or part of our rights or duties under this Agreement without notifying you, and should such an assignment by us take place, we have no further obligations to you.

### 7.5. Statute of Limitations

You 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, Device, or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### 7.6. Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

### 7.7. Export Restrictions

You acknowledge that the Service and Device provided hereunder are subject to the export control laws and regulations of the U.S.A. and other countries. You agree that you will not export or re-export the Service or Device, any part thereof, or any process or service that is a direct product of the Service or Device (collectively the "Restricted Service and Device") to any country, nation, person, or entity subject to U.S. export restrictions. You specifically agree not to export or re-export the Restricted Service or Device (1) to any countries that the U.S. has embargoed or to which it has restricted the export of goods or services, which currently include, but are not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Service and Device back to such country, or (2) to any person or entity that has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the Bureau of Industry and Security ("BIS") nor any other U.S. federal agency has suspended, revoked, or denied your export privileges.

### 7.8. Remedies

You agree that, in the event you breach, or threaten to breach, any term or condition of this Agreement, we shall immediately be entitled to seek all remedies available to us, at law and in equity. In the event it becomes necessary for us to seek injunctive relief, we shall not be required to post bond or other security.

### 7.9. Notices

[Subject to the specific notice provision in Section 3.1.] notices from you to us must be provided as follows:

Snap Telecommunications, Inc.  
1 Blue Hill Plaza, 14<sup>th</sup> Floor  
P.O. Box 1626  
Pearl River, NY 10965

Our notices to you may be made by posting on our web site, newspaper ad, postcard, letter, call to your billed telephone number, or an e-mail to an address provided by you to us. You agree to notify us in writing promptly in the event you change your address, including, without limitation, your e-mail address by updating your account profile in the "My Account" section of our website (<http://www.snapvrs.com>).

### 7.10. Survivability

Notwithstanding anything to the contrary herein, the following sections will survive and continue to apply after this Agreement ends: Sections 1, 3, 6, 7, and any other section or provision of a section relating to the payment of incurred charges, disclaimers, limitations of liability, or indemnification.

## 8. CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement from time to time. Notice to you of any changes to this Agreement shall be considered given by posting to the "Announcements" section of our web site (<http://www.snapvrs.com>). Notice will be considered received by you, and such changes will become binding on you, on the date posted to our web site and no further notice by us is required.

## IMPORTANT NOTICE ON 911 SERVICES

### PLEASE READ CAREFULLY

#### 1. Non-Availability of Traditional 911 or E911 Dialing Service

You acknowledge and understand that the Service does NOT currently support traditional 911 or E911 access to emergency services. We may, subject to any technology or geographic constraints, offer a limited 911-type service, that, if offered, may be available on a limited basis, and only on certain Devices. You acknowledge and understand that the 911-type dialing will NOT be automatic — you must separately activate such 911-type dialing capabilities if they are available, and that such 911-type dialing will be different in a number of important ways from traditional 911 services. You agree to inform any household residents, guests, and other third persons who may be present at the physical location where you utilize the Service and/or Device as to the non-availability of traditional 911 or E911 dialing from the Service and Device. If you activate a 911-type dialing service, when and if it becomes available, you further agree to inform any household residents, guests, and other third persons who may be present at the physical location where you utilize the Service and/or Device, as to the important differences and limitations of the 911 dialing service as compared with traditional 911 or E911 dialing. You acknowledge and understand that you cannot dial 911 from this line unless and until you have received a confirming e-mail from us that a 911-type service is available and that you have successfully activated the 911-type service. Once you have received a confirming e-mail that 911 dialing has been successfully activated, you may dial 911 as needed. When you dial 911, however, your call will be routed from our network to the general number for Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the address that you listed at the time of activation. Accordingly, you acknowledge and understand that your call may not be received by the 911 dispatcher(s) who are specifically designated, trained, and equipped to receive incoming 911 calls using traditional 911 dialing, and that other capabilities of traditional 911 dialing may not be present or may differ in their implementation.

#### 2. Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your Device may result in any 911 communication you may make being routed to the incorrect local emergency service provider.

#### 3. Requires Re-Activation if You Change Your Number or Move

You acknowledge and understand that 911 dialing does not function if you change your phone number unless and until you have successfully re-activated the 911 dialing feature, and until such later date that such re-activation has been confirmed to you through a confirming e-mail from us. Although you may have activated 911 dialing with your former phone number, you must separately activate 911 dialing for any new number. You further acknowledge and understand that 911 dialing does not function properly or at all if you move or change the physical location of your Device, unless and until you have successfully re-activated the 911 dialing feature, and until such later date that such activation has been confirmed to you through a confirming e-mail. Although you may have activated 911 dialing using your former address, and you must separately activate 911 dialing for any new physical address. Failure to provide the current and correct physical address and location of your Device may result in any 911 dialing you may make being routed to the incorrect local emergency service provider.

#### 4. Possibility of Network Congestion and/or Reduced Speed for Routing 911

Due to the current technical limitations with the 911 dialing feature (which apply to all VRS providers), you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your Device as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand

that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

#### 5. Possibility of Extended VRS Service Wait Times for Routing 911 Calls

Video Relay Service Users acknowledge and understand that at peak times, the wait time for an available communications assistant may impact your ability to access 911. VRS USERS SHOULD USE TRADITIONAL TTY RELAY SERVICE FOR EMERGENCY CALLS TO AVOID A LIFE-THREATENING DELAY.

#### 6. Automated Number Identification

Due to the current technical limitations with the 911 dialing feature (which apply to all VRS providers), it may or may not be possible for the PSAP and the local emergency personnel to identify your phone number when you dial 911. Our system is configured, in most instances, to send the automated number identification information; however, the phone system and communication path that routes the traffic to the PSAP, and the PSAP itself, must be able to receive the information and pass it along properly, and the system, path, and PSAP are not always technically capable of doing so. Additionally, the VRS interpreting service that a VRS User contacts may not have the ability to pass the automated number along. You acknowledge and understand that the VRS interpreting service may or may not be able to recognize your phone number in order to pass it along to the PSAP. You also acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped, or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including, without limitation, those listed elsewhere in this Agreement.

#### 7. Automated Location Identification

Due to the current technical limitations with the 911 dialing feature (which apply to all VRS providers), it is not possible to automatically transmit any identification of the address that you have listed to the PSAP and local emergency personnel when you dial 911. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP personnel may NOT have this information. You acknowledge and understand that PSAP and emergency personnel may not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location, and/or if the Service is not operational for any reason, including, without limitation, those listed elsewhere in this Agreement.

#### 8. Alternative 911 Arrangements

You acknowledge that we do not offer primary line or lifeline services. You should always have an alternative means of accessing traditional 911 or E911 services. We urge VRS Users to use traditional TTY relay service for emergency calls to avoid a life-threatening delay.