

**CORDIAIP CORP.
INTERNATIONAL LONG DISTANCE TERMS & CONDITIONS**

THANK YOU FOR USING CORDIAIP CORP. SERVICES. In this Agreement ("Agreement"), "you" and "your" mean the customer of the CordiaIP Corp. services defined below, and "Cordia," "we," "our," and "us" mean CordiaIP Corp., and any CordiaIP Corp. affiliates authorized to provide you with Cordia services.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING CORDIA AT 1-866-444-4444.

"Service" or "Services" means: (1) the Cordia international consumer telecommunications services you are enrolled in, use, or pay for that Cordia is currently providing to you; and (2) any new or additional Cordia international consumer telecommunications services that you enroll in, pay for or use.

This Agreement does not cover Cordia Local Services, Cordia In-state Long Distance Services, Cordia VoIP or Internet Services that Cordia may currently provide or provide at some future date. The Services covered in this Agreement are subject to billing availability and to all applicable rates, terms and condition, and may not be available at all locations.

Cordia Rates & Services Schedules ("Cordia Schedules") contain the specific prices and charges, service descriptions and other terms and conditions not set forth here that apply to each of your Services. The Cordia Schedules and are subject to change. You can review the Cordia Schedules on our web site at www.cordiald.com. **THIS AGREEMENT INCORPORATES BY REFERENCE THE PRICES, CHARGES, AND TERMS AND CONDITIONS INCLUDED IN THE CORDIASCHEDULES.**

1. BILLING AND PAYMENT FOR SERVICE

a. Cordia will render monthly on-line bills which include a flat monthly service fee for your specified calling plan as well as any usage based charges for calls that are not included in your plan. Calls that are not included in your calling plan are charged on a per minutes basis; rates are available at www.cordiald.com. Your monthly recurring service plan charge will be billed in advance while usage based charges will be billed monthly in arrears. Additional fees may apply for features not included in your plan, move add change orders, disconnect, restoral and other fees as applicable.

b. Payment Method

You authorize Cordia to charge any amounts payable by you in connection with your use of the Service automatically by credit card (Visa, MasterCard, American Express, or Discover). Your right to use the Service is subject to any limits established by your credit card issuer. Your charges and credits issued in accordance with Section 1(a) above will appear on an online billing statement that you may access from the Cordia web site at www.Cordiald.com. You give Cordia permission to obtain authorization for use of your credit card from your credit card issuer.

c. We reserve the right to charge your credit card any time your usage for calls not included in your calling plan exceeds \$50. Anytime your unbilled usage exceeds \$50 we will charge your credit card this amount and send you email notification of the charge.

d. Price Changes

We may change the prices and charges for the Services and/or international calling from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Services and/or international calling are effective no sooner than fifteen (15) days after we post them on our web site at www.Cordiald.com. Increases to charges that recover our costs associated with government programs are effective no sooner than three (3) days after we post the increases on our web site.

e. Charges and Billing

Charges accrue through a full billing period. To determine the charge for each international call, we round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

f. Failure to Pay

We may suspend, restrict, or cancel the Services and this Agreement, without advance notice, if you do not make payments for current or prior bills by the required due date. If your service is suspended for non-payment you will have to pay a \$10.00 fee in addition to any amounts past due to get your service restored.

g. Late Payment Charge

We may add interest charges to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by state law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within thirty (30) days after you received your bill or you will waive any objection. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

h. Taxes and Other Charges

Cordia will charge you for, and you must pay, any applicable taxes, fees, surcharges or other charges associated with nationwide and international calls using the Service, unless you can show with documentation satisfactory to us that you are exempt. Taxes will be in the amounts that federal, state and local authorities require us to bill you.

2. PROHIBITED USES OF SERVICES

You are expressly prohibited from reselling or transferring the Service or Cordia Equipment to any other person for any purpose, without express written permission from Cordia in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing or other call center activities, fax broadcasting or fax blasting, to deliver unauthorized or unsolicited advertising, promotional materials or solicitations, or as the callback or removal callback number for any such service regardless of whether or not the solicitation was made using the Service, or for uses that result in excessive usage inconsistent with normal residential, home office or small business usage patterns. Excessive usage will be presumed if you call twenty (20) unique numbers during a billing cycle and Cordia reserves the right to limit usage in this instance. If Cordia determines, in its sole discretion, that

you are reselling or transferring the Service or that your Service is being used for any of the aforementioned activities, Cordia reserves the right, without advance notice, to (1) immediately terminate the Service, (2) change your calling plan to a different offer on a prospective basis, (3) immediately charge your credit card for usage in excess of \$50 and (4) charge an administrative fee of US \$100 per day of service during which you engaged in prohibited activities.

3. CANCELLATION OF SERVICE BY YOU OR CORDIA

You may cancel the Service at any time by calling 1-866-444-4444 and notifying a Cordia customer service representative. If you cancel during the middle of your billing cycle your invoice will not pro-rated.

4. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD CORDIA, ITS AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF THIS SERVICE, THE TELEPHONE ADAPTER, OR ITS INSTALLATION, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO END USER'S FAILURE TO DIAL IN TO CORDIA'S U.S. OR GLOBAL ACCESS NUMBERS BEFORE MAKING INTERNATIONAL LONG DISTANCE CALLS. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT CORDIA SHOULD NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

5. LIMITATIONS OF LIABILITY

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE SERVICES, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE LIMITATIONS OF CORDIA SERVICE DESCRIBED HEREIN.

CORDIA'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF CORDIA RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY CORDIA'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF CORDIA'S WILLFUL OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS OR REVENUE OR OTHERWISE REGARDLESS OF THE FORM OF ACTION. CORDIA AND OUR EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR LOSS OF PROFITS OR REVENUE OR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS.

CORDIA SHALL HAVE NO LIABILITY WHATSOEVER FOR END USER'S FAILURE TO DIAL IN TO CORDIA'S ACCESS NUMBER(S) PRIOR TO MAKING LONG DISTANCE CALLS ON THEIR MOBILE OR LANDLINE. END USERS SHALL BE SOLELY RESPONSIBLE FOR ANY CHARGES THEY INCUR FROM THEIR MOBILE OR LANDLINE CARRIERS THAT ARE A RESULT OF END-USER'S FAILURE TO DIAL INTO CORDIA'S ACCESS NUMBER(S) PRIOR TO MAKING INTERNATIONAL LONG DISTANCE CALLS.

6. WARRANTIES

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES OR EQUIPMENT OR ANY INSTALLATION SERVICE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, CORDIA EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

7. DISPUTE RESOLUTION BY BINDING ARBITRATION

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY. THIS SECTION DOES NOT APPLY TO RESIDENTS OF CALIFORNIA.

a. Binding Arbitration

The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1–16. You have the right to take any dispute that qualifies to small claims court rather than arbitration. All other disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the American Arbitration Association's ("AAA") Supplementary Procedures for Consumer-Related Disputes, as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. You have the right to be represented by counsel in an arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES UNLESS SUCH DAMAGES OR FEES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND CORDIA BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

b. Arbitration Information and Filing Procedures

Before you take a dispute to arbitration or to small claims court, you must first contact our customer account representatives at the customer service number on your Cordia bill for the Services, or write to us at Cordia, 13275 West Colonial Drive, Winter Garden, Florida 34787, and give us an opportunity to resolve the dispute. Similarly, before Cordia takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Cordia is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA

Service Center, 134555 Noel Road, Suite 1750, Dallas, Texas 75240-6620 and request arbitration of the dispute. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at www.adr.org, or by contacting us at www.Cordiaip.com or Cordia, 13275 West Colonial Drive, Winter Garden, Florida 34787. The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephonic, online, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Arbitrations under this Agreement shall be confidential as permitted by federal law. By notifying Cordia within twenty days after commencing an arbitration proceeding, you may elect to relieve both parties to the arbitration of confidentiality obligations.

c. Fees and Expenses of Arbitration

You must pay the applicable AAA filing fee when you submit your written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules, except as stated herein, for claims of less than \$10,000, you will only be obligated to pay a filing fee of \$20 and we will pay all of the AAA's other costs and fees. For claims between \$10,000 and \$75,000, you will pay a fee to the AAA of no more than \$375, and we will pay all of the AAA's other costs and fees. If you elect an arbitration process other than a document ("desk") or telephone arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. If you request such an alternative process, or for claims of \$10,000 or greater, Cordia will also consider, upon receiving your request and on a case-by-case basis, paying some or all of the AAA's fees and expenses that you would otherwise be allocated under the AAA's rules. You also may ask the AAA about the availability of a pro bono arbitrator and/or a waiver or deferment of fees and expenses from the AAA; more information about the AAA's rules and policies is available at the AAA's web site, which is www.adr.org. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. If you prevail before the arbitrator, however, you may seek to recover the AAA's fees and the expenses of the arbitrator from us. If we prevail before the arbitrator, and if we show that you acted in bad faith in bringing your claim, then we may seek to recover the AAA's fees and expenses of the arbitrator from you.

8. MISCELLANEOUS

a. No Third Party Rights

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

b. Acts Beyond Our Control

Neither party will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. Assignment

We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

d. Notices

Notices from you to Cordia must be provided as specified in this Agreement. Notice from you to Cordia made by calling Cordia at 1-866-444-4444 is effective as of the date that our records show that we received your call. Cordia's notice to you under this Agreement will be provided by one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you.

e. Severability

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

f. Governing Law

This Agreement is governed by the Federal Communications Act to the extent applicable, and by the law of the State of New York, without regard to its choice of law rules, except that the arbitration provisions in Section 7 are also governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

g. Entire Agreement

This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals concerning the Service, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Cordia is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

h. Changes to this Agreement

Cordia may change this Agreement from time to time. If we make any changes to the prices or charges, we will comply with our notice commitments described in this Agreement. **IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, YOU AGREE TO THE CHANGES.**

Where required by law in specific states, and subject to the requirements thereof, customers who cancel their service within the first three, five, seven, fifteen or other number of days specified by state law, as applicable, following acceptance of this Agreement, will be refunded all charges incurred with respect to their account.