

**VOIP TELECOM INTERNATIONAL, INC.**  
**FLAT-RATE, UNLIMITED, LONG-DISTANCE SERVICE AGREEMENT**  
 Voip Telecom International, 44 Mine Rd Suite 2, PMB 209, Stafford, Virginia 22554 USA  
 Phone: 540-286-2400 • Fax: 540-752-4765 • [www.vtinet.net](http://www.vtinet.net)

**Customer Information**

Last Name/Company Name	First Name, MI	
Street Address	City	State ZIP/Postal Code
E-mail Address	Telephone Number	Fax Number

**Referring Broker Information**

Last Name/Company Name	First Name, MI	Broker ID Number
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**Flat-Rate, Unlimited, Long-Distance Service Plans:**

- AmeriConnect™ Plan A\*** – Small Business and Residential: 24 hours/day, 7 days/week, 365 days/year call from any *registered* telephone, up to 4500 minutes of usage per month, voice product only, FREE activation

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- AmeriConnect™ Plan B** – Small Business and Residential: 24 hours/day, 7 days/week, 365 days/year call from any *registered* telephone, up to 6500 minutes of usage per month, voice product only, FREE activation

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- AmeriConnect™ Plan C\*** – Small Business and Residential: 24 hours/day, 7 days/week, 365 days/year call from any *registered* telephone, up to 8500 minutes of usage per month, voice product only, FREE activation

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- AmeriConnect™ Plan D\*** – Small Business and Residential: 24 hours/day, 7 days/week, 365 days/year call from any *registered* telephone, unlimited usage per month, voice product only, FREE activation

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- CanadaConnect™ Plan A\*** – Small Business and Residential: 24 hours/day, 7 days/week, 365 days/year call from any *registered* telephone, up to 4500 usage per month, voice product only, FREE activation

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- CanadaConnect™ Plan B\*** – Small Business and Residential: 24 hours/day, 7 days/week, 365 days/year call from any *registered* telephone, up to 8500 usage per month, voice product only, FREE activation

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- CanadaConnect™ Plan C\*** – Small Business and Residential: 24 hours/day, 7 days/week, 365 days/year call from any *registered* telephone, unlimited usage per month, voice product only, FREE activation

Price/mo.	Quantity	Total
\$69.00		
\$129.00		
\$129.00		
\$149.00		
\$69.00		
\$129.00		
\$149.00		
Handling Charge: International Plan <b>\$15</b> ea. All other plans <b>\$10</b> ea.		
<b>Total Charges</b>		

*\*Note: Service is subject to availability of local access numbers*

Please register the following telephone line(s):

Primary: \_\_\_\_\_

Secondary: \_\_\_\_\_

I hereby subscribe to the Unlimited Use Service Program for a period of 12 months, beginning with the date of my registration. I understand that I am free to cancel this service at any time upon 30 days' written notice. VTI reserves the right to refuse and/or discontinue service to any subscriber.

Customer Signature	Date
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**Method of Payment**

- VISA    
  MasterCard    
  Discover    
  American Express

Card Number	Expiration Date
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Name (exactly as it appears on card)	Billing Address
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I, the undersigned, authorize VTI to charge the credit card account listed above and acknowledge that I have legal authority to enter into this Service Agreement.

Signature	Date
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**Electronic Funds Transfer/Bank Draft**

Please include a photocopy of a voided check with your Social Security Number on it, then fax to 540-286-2400.

\$1.00 fee per transaction

## SERVICE AGREEMENT/TERMS & CONDITIONS

The following terms and conditions apply to the provision of service by Voip Telecom International (Company) or one of its subsidiaries to you, our customer. Upon registration and activation of your telecommunications services handset on the company's VoIP network, receipt of these Terms and Conditions of Service will create a binding Agreement between you and the Company. The Company will provide you with at least 10 days' prior notification of any change or modification to these Terms and Conditions of Service or to the Company's rates. By your continued use of the Company's service following receipt of notice of such changes, you will be deemed to have accepted and agreed to them.

## GENERAL

By subscribing to and using the Company's service, you agree to pay all applicable fees and abide by these Terms and Conditions of Service. In order to activate your account, you will be asked to provide certain information, including information necessary to conduct appropriate credit verification, and to select a payment plan. You agree that any information you provide the Company or its representatives is truthful and accurate, and that the Company may make a credit inquiry on your behalf. The Company may at any time set a credit limit that would apply to all outstanding charges on your account or require you to make a deposit or other prepayment for activation or continuation of service. Any such deposit or prepayment may be applied to amounts past due on your account. Your deposit or prepayment will not bear any interest, and any balance remaining after termination of your service and payment of any outstanding charges on your final bill will not be refunded, unless required by law. The Company may terminate or suspend your service if you exceed your account's credit limit.

## BUYER'S RIGHT TO CANCEL

You may cancel this Agreement within 3 days of placing your order. You do not need a reason to cancel. If you cancel this Agreement, the seller has 15 days to refund your money. To cancel, you must send notice of cancellation to the address in this Agreement, using a method that will allow you to prove that you gave notice, including registered mail, fax, or personal delivery.

## USE OF SERVICE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. You agree that you will not use the service for any unlawful purpose. You are solely responsible for complying with any applicable rules and regulations of the Federal Communications Commission and any other federal, state, or local regulatory authority. Service may be temporarily unavailable or limited because of capacity, natural or artificial conditions adversely affecting transmissions, or to equipment modification, upgrades, relocations, repairs, and similar activities necessary for the proper or improved operation of the service. The Company is not liable for any act or omission attributable to facilities that are not owned by the Company and which are used in connection with the service. The Company carries no liability for the lack of access to 911 if you do not maintain current payments.

## BILLING & PAYMENT

You are responsible for paying all fees; service charges; federal, state, city, and county taxes; and any other charges levied on service or equipment no later than the due date specified on your billing statement. All amounts not paid when due will be subject to a \$15.00 late charge or the maximum rate allowed by law, whichever is less. If a credit card number has been provided to the Company for activation or other purposes, you hereby authorize the Company to charge any past-due amounts on your billing statements to such credit card number. You also will be responsible for all costs and expenses of collection of the past-due amounts, including reasonable attorneys' fees. When you pay by check, you expressly authorize that if your check is dishonored or returned for any reason, the company can electronically debit your account for the amount of the check, plus a \$25.00 processing fee or the maximum amount permitted by law for returned checks. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by other means. Your usage of a check for payment is your acceptance of this agreement and its terms. Monthly charges for all services are billed in advance; usage charges, along with applicable taxes and surcharges, will be billed in arrears for services used during the previous month.

## PAYMENT AUTHORIZATION

**For Direct Debits:** By signing the Agreement, you authorize the transfer of funds between your accounts held by the designated institutions for the amount and the frequency defined by your payment plan for the purpose of receiving funds due under your obligations. You authorize the institutions involved to accept the debit or credit entries initiated by Company and to debit or credit the respective account(s) shown. You understand that the rights of the institutions in respect to each transfer of funds shall be the same as if the transfer were drawn on the institutions and signed personally by you.

**For Credit Cards:** By signing the Agreement, you authorize the initiation of a charge to your credit card account for the amount and the frequency defined by your payment plan for the purpose of receiving funds due under your obligations.

You authorize the institutions involved to accept the credit card charge entries initiated by Company and to charge the respective account(s) shown.

**For Checks:** You further agree, by signature to this document, that the Company is given the option to truncate all existing and future payments by check received from you. The authority is to remain in effect until revoked by you in writing, and until such notice is actually received, you agree that each institution shall be fully protected in honoring such transfers. You further agree that if any transfer is dishonored by your banking institution, whether with or without cause and whether intentional, unintentional, or inadvertent, the institution and the Company shall be under no liability.

You have read and understood this Agreement in its entirety. You agree to the terms and conditions of this Agreement and to the automatic transfer of funds, automatic credit card charging, and payment truncation as stated in this Agreement.

## DISPUTES

The Company must be notified of disputes with respect to charges billed to you on your monthly billing statement within 20 days of the date of the billing statement or you will be deemed to have agreed to the billing statement. Notice of any dispute must be in writing. Any unresolved dispute, controversy, or claim arising out of or relating to the Company's service, including but not limited to a claim based on or arising from an alleged tort, shall be settled by arbitration administered by the American Arbitration Association. The arbitrator is authorized, in the exercise of his or her discretion, to award costs and reasonable attorneys' fees to the prevailing party. The arbitrator shall have no authority to award punitive damages, any damages exceeding the limitation of liability described below, or any other damages not measured by the prevailing party's actual damages. Neither party shall seek punitive damages relating to any matter arising out of or relating to the Company's services. The parties acknowledge that use of the Company's service evidences a transaction in interstate commerce. The United States Arbitration Act and federal arbitration law shall govern the interpretation, enforcement, and proceedings pursuant to this arbitration clause.

## ALTERATION/TERMINATION OF SERVICE

You may terminate your service completely by contacting a customer service representative. The Company reserves the right to impose a nominal surcharge for any rate plan changes. In addition, the Company may terminate or suspend your service if you fail to pay any amounts due or if you fail to comply with the other Terms and Conditions of Service. Upon any termination of your service, you will remain responsible for charges incurred before or during any suspension of service resulting from a failure to comply with these Terms and Conditions of Service. Reactivation of any account suspended or terminated for any reason shall be subject to the payment of the Company's reactivation charge then in effect. The provisions of this Agreement will survive any termination hereof as necessary to give effect to these Terms and Conditions of Service.

## LIMITATION OF LIABILITY; INDEMNITY

The Company's liability to you for any actual loss, damage, or expense arising out of or related to mistakes, omissions, interruptions, delays, errors, or other defects in service during any period shall not exceed the Company's charges to you during such period. In no event shall the Company be liable under tort, contract, or other legal theory for lost business, profits, or revenues; damage, accident, injury to person or property; or any other loss, damage, or expense, including any indirect, special, or consequential damages, arising from the use of the equipment, the service, or other actions of the company, whatsoever and howsoever caused.

You acknowledge that, with respect to any equipment, the Company's network, or any service provided thereby, the Company has made and makes no representations or warranties of any kind or nature, directly or indirectly, express or implied, as to any matter whatsoever, including suitability, quality, merchantability, durability, fitness for any particular purpose, condition, or treatment for tax purposes. The only applicable warranty shall be that provided by the manufacturer of your handset accessories.

You agree to indemnify, defend, and hold the Company and its affiliates, officers, directors, and employees harmless from and against any and all claims, actions, liabilities, losses, damages, costs, expenses, and reasonable attorney's fees arising from or in connection with any breach by you of this agreement and any of your acts or omissions undertaken with respect to the service.

## OTHER PROVISIONS

These Terms and Conditions of Service are the complete and exclusive statement of the Agreement between you and the Company and supercede all previous agreements, arrangements, and understandings between the parties, whether oral or written. If any part of this Agreement is contrary to, prohibited, or deemed invalid under applicable laws or regulations, such provisions shall be deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder shall continue in full force and effect so far as possible. If the Company shall determine from time to time not to enforce any provision hereof, such determination shall not be construed as a waiver nor diminish the Company's rights hereunder. All provisions of this Agreement in relation to disclaimers of warranties; limitation of liability, remedies, or damages; and the Company's proprietary rights shall survive termination.