

KAWEAH COMPUTERS VOICE SERVICE TERMS AND CONDITIONS

SIGNING UP FOR KAWEAH COMPUTERS VOICE SERVICE CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS AGREEMENT. ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR BROADBAND PHONE SERVICE, (2) YOUR SUBMISSION OF AN ORDER, (3) YOUR USE OF THE SERVICE DESCRIBED HEREIN. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT.

1. **INTRODUCTION.** These KAWEAH COMPUTERS VOICE Service Terms and Conditions, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the "Agreement"), constitutes the entire agreement between KAWEAH COMPUTERS dba, a California individual DBA (hereinafter referred to as "we," "us" or "KAWEAH COMPUTERS") and the party set forth in the related registration order form (herein after referred to as "you," "user" or "Customer") regarding KAWEAH COMPUTERS Service (as defined herein), and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, the term "KAWEAH COMPUTERS" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes services or devices to you in connection with this agreement.
2. **DEFINITION OF SERVICE.** KAWEAH COMPUTERS Broadband Phone Service is an enhanced voice communication service that uses a data network (like the Internet) to transport voice communications that have been converted into data packets. For purposes of this Agreement, the term "Service" shall mean KAWEAH COMPUTERS Broadband Phone Service, including all other features, products and services provided by KAWEAH COMPUTERS under the pricing plan that you have selected. For purposes of this Agreement, "Device" shall mean a KAWEAH COMPUTERS provided telephone, telephone adapter ("Adapter"), or router.
3. **REVISIONS TO TERMS AND PRICING.** From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing (except during the term of a Minimum Commitment Contract) for the Service. Notice of revisions to the Agreement or pricing shall be posted on the KAWEAH COMPUTERS Website ("the Website") and deemed given and effective on the date posted to the Website. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the Termination provisions provided in this Agreement. By continuing to use the Service after revision(s) are in effect, you hereby accept and agree to all such revisions.
4. **CUSTOMER REPRESENTATIONS.** You represent and warrant that your primary residence or business address is in the United States. You represent and warrant that you are at least eighteen (18) years of age or, as applicable, the age of majority in the country, state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You represent and warrant that your name, user name, contact information and registered location are true and correct and if for business use, you are authorized to act on behalf of your company. You understand that KAWEAH COMPUTERS relies on the information you supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency service personnel, as further explained below. You agree to promptly notify KAWEAH COMPUTERS whenever your personal or billing information changes (including, but not limited to, your name, address, e-mail address, telephone number, and credit card number and expiration date). You agree to be financially responsible for your use of the Service as well as for use of your account by others.
5. **USE OF SERVICE AND DEVICE.**
 - 5.1. **Business Plans.** Service is provided to you as a business user, for your business and home office use. This means that you are not using it for any personal, residential, nonbusiness and nonprofessional purpose. This also means that you are not to resell or transfer the Service to any other person for any purpose or make any charge for the use of the Service, without express written permission from KAWEAH COMPUTERS in advance. KAWEAH COMPUTERS reserves the right to immediately terminate, change the calling plan or modify the Service if KAWEAH COMPUTERS determines, in its sole discretion, that you are using the Service for non-business or non-commercial use.
 - 5.2. **Residential Plans.** If you subscribe to our residential services, we provide you with the Service and the Device solely for residential use. KAWEAH COMPUTERS reserves the right to immediately terminate, change the calling plan or modify the Service if KAWEAH COMPUTERS determines, in its sole discretion, that you are using the Service for non-residential use.
 - 5.3. **User Responsibility.** You agree that you are responsible for all use(s) related to your account. You understand this means that you accept full liability and responsibility for your actions or the actions of anyone who uses the Service via your account with or without your permission. You acknowledge that KAWEAH COMPUTERS will be sending you information, including your Password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Service, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by KAWEAH COMPUTERS to authenticate customer calls and should not be shared.
 - 5.4. **Use of Service and Device by Customers Outside the United States.**

While KAWEAH COMPUTERS encourages use of the Service within the United States to other countries, KAWEAH COMPUTERS does not presently offer or support the Service to customers located in any countries other than the United States. KAWEAH COMPUTERS Services are only for use by persons or entities whose primary residence or business address is in the United States. KAWEAH COMPUTERS's Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VoIP services, KAWEAH COMPUTERS does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove the Device to a country other than the United States or use the Service from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. You also agree to indemnify us for any claims, damages or expenses resulting from your use of the Services

outside of the United States. KAWEAH COMPUTERS reserves the right to disconnect Services immediately if KAWEAH COMPUTERS determines, in its sole and absolute discretion, that you have used the Service or the Device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely 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.

5.5. Account Ownership. The owner of the account under which the Services are ordered shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with KAWEAH COMPUTERS. If no legal entity is provided upon sign-up, the account owner shall be the owner of the credit card used to open such account. Subsequent changes to ownership must be supported by appropriate legal documentation. KAWEAH COMPUTERS shall not adjudicate ownership-related disputes, or any other internal business dispute. If KAWEAH COMPUTERS is unable to determine the valid owner of the account, KAWEAH COMPUTERS reserves the right to suspend or terminate the account and Services.

6. LOCAL NUMBER PORTABILITY. In the event you are transferring an existing phone number that currently is subscribed to another carrier, the following terms and conditions apply:

6.1 Authorization. You hereby authorize KAWEAH COMPUTERS to process your order for the Service and to notify your local service provider of your decision to switch your local services to KAWEAH COMPUTERS and to transfer your telephone number, and represent that you are authorized to take these actions. You may be required to complete a letter of authorization, provide us with a copy of your most recent bill from your service provider, as well as provide us with any other information required by your service provider to port your number. Failure to provide any information requested by KAWEAH COMPUTERS or the third party services provider will delay the porting of the number to KAWEAH COMPUTERS. KAWEAH COMPUTERS shall not be responsible for any delay in the port of your number and will not provide credit for any such delays.

6.2 Activation. You agree and acknowledge that you must install and activate your Device prior to the date that the number switch becomes effective. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.

6.3 Limitation. KAWEAH COMPUTERS has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.

7. SERVICE DISTINCTIONS. You acknowledge and understand that the Service is not a telephone service, and we provide it on a best efforts basis. Important distinctions exist between telephone service and the enhanced Service offering provided by KAWEAH COMPUTERS. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond our control may affect our service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our service.

7.1. EMERGENCY SERVICES - 911 DIALING. *You acknowledge and understand that KAWEAH COMPUTERS 911 dialing is different than traditional 911 service. See complete 911 disclosure posted on our Web site at www.kaweahcomputers.com. YOUR SERVICE WILL NOT BE ACTIVATED UNTIL KAWEAH COMPUTERS RECEIVES AN AFFIRMATIVE ACKNOWLEDGMENT THAT YOU HAVE READ AND UNDERSTOOD KAWEAH COMPUTERS'S 911 DISCLOSURE AGREEMENT.*

7.2. No 0+ or Operator Assisted Calling; May Not Support X11 Calling. You acknowledge and understand that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial-around calls. Our Service may not support 311, 511, and other x11 services in one or more service areas.

7.3. No Directory Listing. The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.

7.4. Incompatibility with Other Services.

7.4.1. Non-Voice Equipment Limitations. You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against KAWEAH COMPUTERS for interference with or disruption of such systems due to the Service.

7.4.2. Certain Broadband, Cable Modem, and Other Services. There may also be other services with which our Service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

7.5 Use Outside of the United States. As previously noted there are limitations with the Service's access to 911. KAWEAH COMPUTERS's Service does not provide access to emergency services in any country outside of the United States. KAWEAH COMPUTERS disclaims any obligation to provide you with access to emergency services in any jurisdiction other than the United States.

8. LENGTH OF SERVICE.

8.1. Service Term. We provide the Service for the term that you have signed up for. Your term begins on the date you first ordered service (the "Subscription Date"), or the date we successfully process your payment, whichever is later. It is not the day you receive the Device you ordered or the first time you use the Service. You are purchasing the Service for the full service term as set forth in the Order.

- 8.2. Our right to disconnect.** We have the right to suspend or discontinue service generally, or to disconnect the Service, at any time. In addition, we reserve the right to immediately disconnect the Service at any time without notice due to non-payment or unlawful or inappropriate use of the Service. All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.
- 8.3. Termination of Service.** In order to terminate the Service, contact our Customer Care Department, via email at 3rwhisp@gmail.com or by calling 559-334-7643 prior to expiration of the current service term. Please refer to the KAWEAH COMPUTERS Cancellation Policy posted on our Web site at www.kaweahcomputers.com.

9. DEVICES.

- 9.1. Replacement of a Defective Device.** Devices found to be defective that were provided by KAWEAH COMPUTERS or leased from KAWEAH COMPUTERS will be replaced by KAWEAH COMPUTERS at no charge. If equipment is found to be damaged by client KAWEAH COMPUTERS will bill client for cost to replace equipment. Prior to returning the equipment, you must contact KAWEAH COMPUTERS by phone or at 3rwhisp@gmail.com so that KAWEAH COMPUTERS may troubleshoot issue.
- 9.2. Tampering with the Device.** You may not change the electronic serial number or equipment identifier of your Device or perform a factory reset of your Device without first getting our written consent.
- 9.3. Prohibited Devices.** You are prohibited from using the Services with any devices other than KAWEAH COMPUTERS approved devices.

10. FEES AND CHARGES.

- 10.1. Billing increments.** All billing policies are defined by the specific package the customer chooses.
- 10.2. Taxes.** Taxes Customer is responsible for, and shall pay are any applicable federal, state, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Device and will be billed to you. If Customer is exempt from payment of such taxes, you will provide KAWEAH COMPUTERS with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date KAWEAH COMPUTERS receives such certificate.
- 10.3. Charges for Directory Calls (411).** We will charge you \$1.25 for each call you make to KAWEAH COMPUTERS directory assistance.
- 10.4. Charges for Collect Calls or Calls from Public Payphones.** We reserve the right to charge you for any tolls or fees resulting from calls you receive from public payphones or from collect calls.

11. BILLING AND PAYMENT.

- 11.1. Billing.** We do backward billing for each term of service. When you subscribe to the Service, you must give us a valid email address and a payment method (credit card) that we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. We will charge your payment method all charges, fees, taxes, and surcharges for each service term. We will bill monthly and the due date is 15 days after the invoice is generated, certain usage-based charges and any other charges which we decide to bill as due immediately will be emailed to the email address on record.
- 11.2. Payment.** When you subscribe to the Service, you authorize us to collect from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method.
- 11.3. Collection.** If we disconnect the Service, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit.
- 11.4. Notices.** You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing from time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.
- 11.5. Billing Disputes.** You must notify KAWEAH COMPUTERS in writing within fourteen (14) days after receiving your credit card statement or from the time funds are debited from your bank account if you dispute any KAWEAH COMPUTERS charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the email address for KAWEAH COMPUTERS.

12. PRICING AND PAYMENT.

- 12.1. Prices and Fees.** KAWEAH COMPUTERS fees and charges for the Service are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable one-time and recurring charges. You further agree that any taxes and other charges, including but not limited to, account setup fees, Adapter fees, Device charges, shipping and handling and other nonrecurring charges will be charged to your credit card. Recurring charges will be billed and automatically charged to your credit card every billing cycle. Your billing cycle will begin on the anniversary date of your subscription date as defined in

section 8.1.

- 12.2. YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** You agree to provide a credit card or debit card or use another payment option offered by KAWEAH COMPUTERS. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. If your issuing bank automatically provides us with an updated credit card, you agree that we may charge this new credit card for all amounts due to us without additional notice or consent. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card. If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full.
- 12.3. Discontinuation of Service for Nonpayment.** The Service to you may be denied or discontinued without notice at any time in the event your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your credit card fails for any reason during the ordering process, or any regular or monthly billing process, you will have 14 days to provide KAWEAH COMPUTERS your new credit card information. If the credit card issue is not resolved within 14 days, KAWEAH COMPUTERS may deactivate the Service. If your credit card is approved within 14 days, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per minute calling plan at any time. You agree to pay all charges owed to KAWEAH COMPUTERS, including but not limited to the reinstatement fee for reactivated services. In the event KAWEAH COMPUTERS utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.
- 12.4. Cancellation Policy.** KAWEAH COMPUTERS cancellation policies are outlined in the Cancellation Policy posted at our Web site at www.kawahcomputers.com and are incorporated into this policy with this reference. All cancellation requests must be submitted in the form of an email ticket to 3rvisp@gmail.com by opening a trouble ticket from your client portal calling or by calling our Customer Care phone number at 559-334-7643 and must be made prior to the expiration of the Service term. See the cancellation policy for details. Changes to the Cancellation Policy may be made at any time without notice to you and is effective the day following posting to our Web site.
- 13. Acceptable Use Policy.** You agree to comply with the KAWEAH COMPUTERS Acceptable Use Policy ("AUP"), which is posted on our Web site at <https://kawahcomputers.com/acceptable-use-policy.html> and is incorporated into this policy with this reference. Changes to the AUP may be made at any time without notice to you and is effective the day following posting to our Web site.
- 14. PRIVACY.** KAWEAH COMPUTERS Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that KAWEAH COMPUTERS cannot guarantee that voice over IP communication is completely secure. You agree that KAWEAH COMPUTERS may access all features of your account and the Service to determine whether the Service is being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT KAWEAH COMPUTERS SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. KAWEAH COMPUTERS is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with KAWEAH COMPUTERS. KAWEAH COMPUTERS will not sell, rent, or lease your personally identifiable information to others. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, KAWEAH COMPUTERS may disclose personally identifiable information. Please refer to our Privacy Policy for additional information.
- 15. EXPORT COMPLIANCE.** You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that Customer shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Service or Device, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.
- 16. RECORDING CONVERSATIONS.** Certain KAWEAH COMPUTERS Services provide a function that allows You to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, You are required to obtain consent from all parties to a record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. KAWEAH COMPUTERS expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify KAWEAH COMPUTERS from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services.
- 17. SURVIVAL.** The provisions of this Agreement relating to indemnification, billings and your obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.
- 18. CALEA.** KAWEAH COMPUTERS intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). By using the Service, you hereby agree and consent to the right of KAWEAH COMPUTERS to monitor and otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.
- 19. FORCE MAJEURE (EVENTS BEYOND THE CONTROL OF KAWEAH COMPUTERS).** KAWEAH COMPUTERS shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties as may occur in spite of the best efforts of KAWEAH COMPUTERS.