

**ANY USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT WITH THE TERMS AND CONDITIONS BELOW:**

THE FOLLOWING DOCUMENT IS A CONTRACT - LEGALLY BINDING AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE YOU USE THE SERVICES PROVIDED BY THIS WEB SITE AND BEFORE YOU AGREE TO PURCHASE ANY PRODUCTS FROM THIS WEB SITE. BY USING THIS WEB SITE OR BY AGREEING TO PURCHASE ANY PRODUCTS FROM THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT USE THIS WEB SITE AND SHOULD EXIT IT IMMEDIATELY.

**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

Your use of Wireless Billing, LLC (also referred in this agreement as Wireless Billing) Web Site constitutes your agreement to and acceptance of the additional terms and conditions, which are available at the different carrier websites.

Unless the context clearly requires otherwise, as used in this Disclaimer and Limitation of Liability, the name "," standing alone (as opposed to being used as a modifier in a phrase such as "Wireless Billing, LLC Web Site") shall be construed to include all of the following entities and persons: Wireless Billing, its parents, its subsidiaries, its members, its partners, its joint ventures, its affiliates, its suppliers, its licensors, its licensees, its contractors, their respective agents and employees, and all their respective heirs, successors, and assigns.

**Disclaimer of Warranties**

Your use of Wireless Billing Web site and any components of Wireless Billing Web Site are at your sole risk, and you voluntarily assume that risk. Wireless Billing Web Site and all of its components are provided on an "AS IS," "AS AVAILABLE" basis without warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion and provided by the manufacturer or service provider or carrier.

Wireless Billing hereby disclaims all warranties of title, noninfringement, and implied Warranties of merchantability, or fitness for a particular purpose or any warranties arising from course of dealing or usage of trade.

No advice or information given by Wireless Billing, LLC shall create a warranty of any kind. Wireless Billing, LLC does not warrant that the service will be uninterrupted or error-free or that any information, software, or other material accessible on the service is free of viruses, cancelbots, worms, logic bombs, Trojan horses, or other harmful contents or components.

Wireless Billing, LLC is not responsible for the contents of any Web site to which Wireless Billing, LLC Web Site links or any link contained in a linked site, or any changes or updates to such sites. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Wireless Billing of the site to which Wireless Billing Web Site links, nor shall any link create any express or implied warranty binding on Wireless Billing, LLC.

The merchandise, products or services (collectively, the "merchandise") offered for purchase through Wireless Billing, LLC Web Site are provided by third parties who are not under the direction or control of Wireless Billing, LLC Nor does Wireless Billing, LLC either expressly or impliedly claim to be an authorized dealer or representative of any of the individuals, companies, or organizations (collectively referred to as "vendors") who are offering or promoting merchandise through the site. Wireless Billing neither represents nor warrants nor endorses the accuracy or reliability of any information or advertisements uploaded, displayed, or distributed through Wireless Billing, LLC Web site. Wireless Billing, LLC in no way either expressly or impliedly takes responsibility for the quality of any merchandise available for purchase through Wireless Billing, LLC Web Site.

Wireless Billing, LLC further disclaims all warranties on the merchandise, either express or implied, including but not limited to the IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

### **Limitation of Liability**

Wireless Billing's entire liability and your exclusive remedy with respect to use of Wireless Billing Web Site and any components of Wireless Billing Web Site, as well as Wireless Billing's liability to you for breach of the General Terms of Service are limited solely to the amounts you have paid to Wireless Billing because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, Wireless Billing's liability is limited to the extent permitted by law.

In no event shall Wireless Billing, LLC be held liable for costs or procurement of substitute goods or services, lost profits, lost data, business interruption, attorneys' fees or any direct, indirect, special, punitive, incidental, exemplary or consequential damages, or any kind of damages whatsoever, even if Wireless Billing, LLC has been advised of the possibility of such damages, whether in an action under contract, negligence, tort or any other legal or equitable theory of recovery, arising out of or in connection with the use, inability to use or performance of the information, merchandise, and materials available from Wireless Billing, LLC Web Site, or any part thereof, or your reliance on or use of information, services, or merchandise provided on or through Wireless Billing, LLC web site, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, any failure of performance, computer virus, communication line failure, theft, destruction, or unauthorized access to, alteration of, or use of your account, whether for breach of contract, negligence or under any other cause of action. In the event Wireless Billing, LLC is found liable under any circumstance under the terms of this agreement, Wireless Billing, LLCs liability shall be limited to the liability as stated in this disclaimer.

### **1. Severability**

If any portion of this disclaimer and limitation of liability is found by a court of competent jurisdiction to be unconscionable, inapplicable or void, only that portion of this disclaimer and limitation of liability will be stricken and the remaining portions shall be valid and binding.

## **2. Parties**

Wireless Billing, LLC, (hereinafter referred to as "Wireless Billing") is an International Limited Liability Company with the legal address of 40 Mykolaivska Street, Boguslav, Ukraine.

"CUSTOMER," "YOU," and "YOUR" refer to: the natural person using this Web site, regardless of whether he or she is acting in his or her individual capacity, or as the agent for any other natural person or business entity; and the natural person who is the principal of any electronic agent(s) using this Web site, regardless of the number of layers of electronic agency that may exist between the natural person principal and the electronic agent(s) using this Web site.

In this Agreement, Wireless Billing and YOU may sometimes be referred to collectively as the "PARTIES." Where this Agreement uses the term "PARTIES," it intends both YOU and Wireless Billing

## **3. Intent to Enter Agreement to Purchase Prepaid Telephone Calling Services**

Wireless Billing desires to provide Prepaid Wireless Bill Payment, Activation Services and other prepaid products or services Web Site and YOU desire to use Wireless Billing Web Site, provided by Wireless Billing, subject to the terms and conditions of this Agreement, as Wireless Billing may amend or revise this Agreement from time to time, to purchase prepaid telephone calling services from third-party telephone carriers (hereinafter referred to as "carriers").

## **4. Consideration**

In consideration of Wireless Billing's providing access to and use of Wireless Billing Web Site to YOU, YOUR payment of and promises to pay fees to Wireless Billing, and YOUR promises to abide by the terms and conditions of this Agreement, as Wireless Billing may amend or revise this Agreement from time to time, and in consideration of all the mutual covenants and promises made in this Agreement, the PARTIES hereby agree as follows:

## **5. General Terms and Conditions**

Service to Be Provided by Wireless Billing to CUSTOMER. Wireless Billing Web Site is provided to YOU (the "CUSTOMER") by Wireless Billing, subject to the terms and conditions of this Agreement. You may access the Agreement while you are connected to the Internet by going to the page on the World Wide Web at Wireless Billing. Pricing and promotions may change or expire prior to providing notice.

## **6. Entire Agreement**

This Agreement comprises the entire agreement between YOU (the CUSTOMER) and Wireless Billing, and supersedes any prior or previous agreements between YOU, the CUSTOMER, and Wireless Billing, with respect to the subject matter of this Agreement; provided, however, that YOU shall be subject to any additional terms and conditions of which Wireless Billing notifies you from time to time and that may apply when YOU are using any content, software, products, or services of any kind or nature, of any third party, including, but not limited to carriers.

## **7. Revisions to this Agreement**

YOU may not revise any of the terms of this Agreement without express prior authorization and written agreement signed by a duly authorized Officer or Manager of Wireless Billing. Wireless Billing

serves a variety of customers, retailers, and distributors, and cannot negotiate separate contracts with each of its customers. Wireless Billing is able to offer competitive pricing and billing by using standard Terms of Service contracts for all of its customers.

Wireless Billing reserves the right to, and may, revise this Agreement at any time, and such revisions shall become effective thirty (30) days after Wireless Billing posts the revised Agreement for public viewing. The revisions to the Agreement shall include notice of the date of posting the most recent revision to the Agreement.

YOU agree to read the revisions to this Agreement periodically and preferably, at least once every thirty- (30) days to become aware of such revisions to this Agreement.

YOUR continued use of Wireless Billing Web site more than thirty (30) days after Wireless Billing posts revisions to this Agreement, as described above, shall be conclusively deemed YOUR assent to the additional terms and conditions made part of this Agreement by such revisions.

If any such revised or additional terms and conditions are unacceptable to YOU, or if YOU do not agree to and do not wish to be legally bound by such revised or additional terms and conditions, you may terminate this Agreement as provided in Section 13 below.

## **8. Account Information**

### **Services Wireless Billing Will Provide to CUSTOMER.**

Wireless Billing grants YOU a limited, non-exclusive, and nontransferable license to use Wireless Billing Web Site and its various components to purchase prepaid telephone services from third-party carriers or to refer third parties to Wireless Billing Web Site for the sole purpose of purchasing such services. This license is subject to the restriction, that, except to the extent expressly permitted by law,

YOU may not translate, reverse engineer or reverse compile or de-compile, disassemble or make derivative works from the software residing at or used to operate Wireless Billing Web Site (hereinafter referred to as the "Wireless Billing Software"). YOU may not modify Wireless Billing Software in any manner or form, or use it in any way which is not expressly authorized by Wireless Billing, other than to access Wireless Billing Web site, as authorized by this Agreement, including, without limitation, for the purpose of obtaining unauthorized access to Wireless Billing's service or data (also known as "hacking"). YOU agree to abide by the United States and other applicable export control laws and regulations and not to transfer, by electronic transmission or otherwise, any information, including Wireless Billing Software in either source, object, or executable form, which is subject to restrictions under such laws to a national or destination restricted under such laws without first obtaining and then complying with any requisite government authorization or licensing requirements and without first providing Wireless Billing with a certified copy of said license or written government authorization, evincing compliance with all applicable export control laws and regulations.

Subject to all the terms and conditions of this Agreement and all applicable laws, YOU may access, for YOUR sole use, Wireless Billing's proprietary content offered at Wireless Billing Web site and accessible

through Wireless Billing's home page on the World Wide Web. Wireless Billing will provide YOU with such customer and technical support related to YOUR use of wireless Billing Web Site, at no additional charge, subject to the restrictions posted on the Customer support area of Wireless Billing Web Site.

**Warranties and Representations of CUSTOMER.**

YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD.

**Information YOU Provide to Wireless Billing**

YOU agree to provide Wireless Billing with accurate, complete, and updated registration information, and failure to do so shall constitute a breach of this Agreement and unauthorized access to Wireless Billing's service, and may result in immediate termination of YOUR account and subject YOU to civil and/or criminal liability. YOU further acknowledge that it is a Federal and State criminal offense to purchase any product from Wireless Billing by fraudulent means.

**9. Charges, Fees, and Payment**

**Rates and Billing Methods; Subject to Change with Notice.**

The rates and charges for telephone card products available from Wireless Billing, as well as the methods of payment shall be those posted on Wireless Billing Web Site, as amended or revised from time to time.

If YOUR chosen payment method for Wireless Billing 's service is by credit or debit or prepaid card , and Wireless Billing has not received payment from the card issuer or its agents, YOU agree to pay all amounts due upon demand by Wireless Billing YOUR card issuer's agreement governs YOUR use of YOUR designated payment card in connection with Wireless Billing Web Site, and YOU must refer to such agreement and not this Agreement with respect to YOUR rights and duties as a cardholder.

Upon written request, Wireless Billing will provide YOU with a written statement of charges. Unless YOU notify Wireless Billing of any discrepancies within ninety (90) days after they first appear on the written account statement, they will be deemed acceptable by YOU for all purposes, including resolution of inquiries made by YOUR card issuer or bank.

YOU release Wireless Billing from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to Wireless Billing within 90 days of its publication to YOUR account.

Please note that if you already have balance in the account we may adjust the applied funds amount to match the required amount to match what is needed to match your payment plan needs. We may also adjust plan amounts to match what is supported by your handset or what you have requested for the plan options. To receive a refund for the plan difference, you may contact us within 30 days of the payment amount or else the credit will expire from your account and a portion of that amount will be sent over to our charity organizations

**YOUR Responsibility for Charges.**

YOU shall be responsible for all charges resulting from YOUR use of Wireless Billing Web Site and the

use of Wireless Billing Web Site by any other person who uses your user name and password, regardless of whether YOU have actually authorized such charges.

**Failure to Make Timely Payment.**

Wireless Billing reserves the right to suspend or terminate YOUR account and YOUR access to Wireless Billing Web Site for any amounts past due. Amounts past due include, but are not limited to denied charges and dishonored checks.

Termination of YOUR account and/or YOUR access to Wireless Billing Web Site shall not relieve YOU from the obligation to satisfy outstanding invoices and to pay to Wireless Billing all amounts YOU owe to Wireless Billing pursuant to this Agreement, or otherwise.

In the event Wireless Billing utilizes an attorney at law to collect any unpaid amounts from YOU, YOU shall be responsible for the payment of all of Wireless Billing's attorneys' fees and costs, in addition to any penalties allowed under applicable law, in the collection of those sums.

**All Sales Final; Refunds or Credits from Carriers.**

YOU agree that Wireless Billing acts merely as a distributor of prepaid telephone products for third party telephone carriers.

**ALL SALES FROM Wireless Billing WEB SITE ARE FINAL**

Wireless Billing will not issue any refunds, credits, adjustments, or replacement of telephone virtual cards, personal identification numbers (PINs) or other products and services offered at Wireless Billing website unless otherwise described. This includes but is not limited in cases where customer provides Wireless Billing incorrect information such as cellular phone number which may belong to another customer or may not exist in the system.

Customer understands that Wireless Billing may utilize prior payment data to update invalid phone numbers for specified carrier to the best of its knowledge. In cases where Wireless Billing has updated an invalid phone number to a phone number in the effort to process submitted order, customer understands that there will be no refund provided.

Even if Wireless Billing shall, at its sole discretion, make any limited exceptions to its "all sales final" policy as described in this Agreement, Wireless Billing shall not waive any rights it has to enforce said policy in all other cases and at all other times, to the fullest extent provided in this Agreement and allowed under applicable law.

The various carriers whose prepaid telephone and long-distance products Wireless Billing makes available to you through Wireless Billing Web Site may provide refunds, credits, or adjustments to YOU under certain circumstances. By YOUR use of Wireless Billing Web Site, YOU agree that you will contact the appropriate carriers regarding their policies concerning refunds, credits, or adjustments. YOU further agree that YOU will release, hold harmless, defend, and indemnify Wireless Billing, its parents, subsidiaries, affiliates, partners, members, joint ventures, all their respective employees and agents, and all their successors and assigns from any liability for any carrier's failure to adjust or resolve any claim YOU may have against said carrier.

### **Limitations on Use of Wireless Billing Web Site**

In any given 24-hour period, the number of purchases and the aggregate monetary value of the purchases YOU may make from Wireless Billing Web Site is limited. YOU agree that Wireless Billing reserves the right to change these limits at any time without notice and that Wireless Billing shall not be liable to YOU in any manner, for any reason, under any legal theory as a result of changing such limits. YOU further agree that YOU will not exceed or attempt to exceed these limits.

### **10. Intellectual Property Rights.**

#### **Wireless Billing's Intellectual Property Rights.**

All Content Wireless Billing provides on any and all of its pages on the World Wide Web, any and all files, software, and databases Wireless Billing uses to operate Wireless Billing Web Site, and any and all files Wireless Billing makes available to YOU for use, viewing, browsing, or downloading, are protected by copyright pursuant to U.S. law, international conventions, and other copyright laws as individual works, and as a collective work and/or compilation, and Wireless Billing claims and owns a copyright in the selection, coordination, arrangement and enhancement of such Content.

YOU agree not to modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided below), create derivative works from, distribute, perform, display, create collective works or compilations including, or in any way exploit, any of the Content, in whole or in part; provided that if Wireless Billing applies no specific restrictions directly or indirectly in relation to a particular item of Content, YOU may make a reasonable and limited number of copies of such item, including copyrighted material, provided that YOU make and use the said copies solely for YOUR personal and non-commercial use;

YOU ensure that any notices contained in the Content such as all copyright, trademark, service mark, patent, and other proprietary rights notices are reproduced in an unmodified form in all such copies; and YOU refrain from transferring such Content to any other person, entity, computer, computer network, or other device, without the prior express written consent of Wireless Billing

YOU agree to comply with all the terms and conditions of Wireless Billing's Copyright Notice and Policy, as amended or revised from time to time.

#### **Intellectual Property Rights of Third Parties.**

Third persons not parties to this Agreement shall retain all rights they have to intellectual property rights to content they own and which they enjoy by law. YOU agree not to infringe upon any such rights and agree to defend, hold harmless, and indemnify Wireless Billing from any infringement YOU cause to the rights of any third party in any intellectual property rights that may result from YOUR use of Wireless Billing Web Site.

## **11. YOUR Duties Under this Agreement. Compliance with Agreement.**

YOU agree to abide by and perform all the terms and conditions of this Agreement at all times. Compliance with Applicable Laws.

YOU agree to abide by and to follow all applicable laws in using Wireless Billing Web Site and, to the extent allowed by law, YOU agree to defend, hold harmless, and indemnify Wireless Billing from any damages caused by YOUR violation of any applicable laws. YOU acknowledge that access to or use of Wireless Billing Web Site may not be legal in certain countries. By accessing Wireless Billing Web Site, YOU do so at YOUR own risk and are responsible for compliance with the laws of the jurisdiction in which or from which YOU access or use Wireless Billing Web Site.

YOU may not use Wireless Billing Web site or any products or services you purchase by way of Wireless Billing Web Site for any unlawful purpose. Wireless Billing reserves the right to discontinue furnishing service or to limit the use of Wireless Billing Web Site necessitated by conditions beyond its control; or if YOU use Wireless Billing Website or any products or services you purchase by way of Wireless Billing Web Site in violation or attempted violation of the law.

### **Refraining from Certain Activities.**

YOU further agree that YOU will not do or attempt to do any of the following activities in connection with YOUR use of Wireless Billing Web Site or otherwise: Violate the security of Wireless Billing Web Site or any other computer network, or crack passwords or security encryption codes; Transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity; Impersonate any person living or dead, organization, business, or other entity, or use any name or communicate under any false name that YOU are not authorized to use; Solicit other Wireless Billing customers, retailers, or distributors to become customers of other companies or services directly competing with Wireless Billing; or Violate any of the rules, regulations and policies of those networks, computer systems, telecommunications carriers, or Internet service providers that YOU use to access Wireless Billing Web Site.

### **Increasing Network Usage and Traffic.**

YOU agree not cause or attempt to cause traffic levels to Wireless Billing's Web Site and related servers and networks, or other networks to rise without reason or for any malicious purpose, by any means, including, but not limited to, transmitting large files to email, ftp, or other servers for malicious purposes, "mail bombing," transmissions intended to raise the cost of another network provider's access through excessive traffic levels, or repeatedly sending the same content to Wireless Billing for the purpose of harassment. Attempting to Circumvent or Bypass System Security Measures. YOU agree not to obstruct or attempt to obstruct the systems identification procedures or to forge communications of any form.

YOU agree not to attempt to cause, or actually cause, any disruption of service on Wireless Billing Web Site or any other network or any server housing Wireless Billing Web Site, including but not limited to malicious traffic generation, attempted or actual violation of any security system in place on the Internet and its resources, or any unauthorized access to any computer or resource on the Internet. YOU agree not to abuse or attempt to abuse the system and resources of Wireless Billing



Web Site in any manner.

YOU agree not to violate or attempt to violate the security of the authentication and accounting procedures of Wireless Billing Web Site.

YOU agree not to attempt to or actually undermine, hinder, damage, or disrupt the hardware, software, or security of Wireless Billing Web Site or any of its various components.

Wireless Billing's Right to Monitor and Communications Privacy Policy.

## **12. Disclaimer of Warranties.**

YOU EXPRESSLY AGREE THAT YOUR USE OF WIRELESS BILLING WEB SITE AND ANY COMPONENTS OF WIRELESS BILLING WEB SITE ARE AT YOUR SOLE RISK, AND THAT YOU VOLUNTARILY ASSUME THAT RISK. WIRELESS BILLING WEB SITE AND ALL OF ITS COMPONENTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION.

WIRELESS BILLING'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO USE OF WIRELESS BILLING WEB SITE AND ANY COMPONENTS OF WIRELESS BILLING WEB SITE, AS WELL AS WIRELESS BILLING'S LIABILITY TO YOU FOR BREACH OF THIS AGREEMENT ARE LIMITED SOLELY TO THE AMOUNTS YOU HAVE PAID TO WIRELESS BILLING BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, WIRELESS BILLING'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

WIRELESS BILLING WEB SITE AND ALL OF THE COMPONENTS OF WIRELESS BILLING WEB SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

NO ADVICE OR INFORMATION GIVEN BY WIRELESS BILLING, ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURES, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY OF ANY KIND. NEITHER WIRELESS BILLING NOR ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURES, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, CANCELBOTS, WORMS, LOGIC BOMBS, TROJAN HORSES, OR OTHER HARMFUL CONTENTS OR COMPONENTS.

## **Specific Information Available on Wireless Billing Website.**

Wireless Billing and/or its respective suppliers make no representations about the Suitability of the information contained in the documents and related graphics Published on Wireless Billing web site and its server for any purpose. All such Documents and related graphics are provided "as is" without

warranty of any kind. Wireless billing and/or its respective suppliers hereby disclaim all warranties and Conditions with regard to this information, including all implied warranties and Conditions of merchantability, fitness for a particular purpose, title and noninfringement.

The documents and related graphics published on wireless billing web site and its server could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. Wireless billing and/or its respective suppliers may make improvements and/or changes in the product(s) and/or the program(s) described herein at any time.

**Links to third party web sites.**

Some of the links on wireless billing web site will let you leave wireless billing web site. The linked sites are not under the control of wireless billing and wireless billing is not Responsible for the contents of any linked site or any link contained in a linked site, or Any changes or updates to such sites.

Wireless billing is providing these links to you only as a convenience, and the inclusion Of any link does not imply endorsement by wireless billing of the site to which wireless Billing web site links, nor shall any link create any express or implied warranty binding On wireless billing

**Products Available from Wireless Billing Web Site.**

Wireless Billing is pleased that YOU have decided to purchase products offered by vendors and carriers on Wireless Billing Web Site. To ensure that YOU are aware of YOUR rights related to purchasing products offered by vendors and carriers on Wireless Billing Web Site, Wireless Billing has created the following disclaimers which are binding and material terms of this Agreement. YOUR ordering any products on Wireless Billing Web Site constitutes YOUR agreement to the following disclaimers.

Your purchase of any products through Wireless Billing web site indicates your Acceptance the terms stated herein. Please remember that all of the rules stated in this agreement apply to the purchase of any products through Wireless Billing web site. The merchandise, products or services (collectively, the "merchandise") offered for Purchase through Wireless Billing web site are provided by third parties who are not Affiliated with or under the direction or control of Wireless Billing nor does wireless Billing either expressly or impliedly claim to be an authorized dealer or representative of any of the individuals, companies, or organizations (collectively referred to as ("vendors") who are offering or promoting merchandise through the site. Wireless Billing neither represents nor warrants nor endorses the accuracy or reliability of any Information or advertisements uploaded, displayed, or distributed through Wireless Billing web site. Wireless Billing in no way either expressly or impliedly takes responsibility for the quality of any merchandise available for purchase through Wireless Billing web site.

Wireless Billing further disclaims all warranties on the merchandise, either express or Implied, including but not limited to the implied warranties of merchantability, title, Non-infringement of third party rights, and fitness for particular purpose.

The vendors selling the merchandise through Wireless Billing web site are solely responsible for the representations regarding the merchandise advertised on Wireless Billing web site. In no event shall Wireless Billing, its parents, its subsidiaries, its Members, its partners, its joint ventures, its affiliates, its suppliers, its licensors, its Contractors, or their respective employees be held liable for costs or procurement of Substitute goods or services, lost profits, lost data, business interruption, attorneys' Fees or any direct, indirect, special, punitive, incidental, exemplary or consequential damages, or any kind of damages whatsoever, even if Wireless Billing or any of the Other persons or entities identified in this paragraph have been advised of the possibility of such damages, whether in an action under contract, negligence, tort or any other legal or equitable theory of recovery, arising out of or in connection with the use, inability to use or performance of the information, merchandise, and materials available from Wireless Billing web site.

By YOUR agreeing to this disclaimer, YOU are indicating that YOU will not for any reason take any legal action against Wireless Billing, its parents, its subsidiaries, its members, its partners, its joint ventures, its affiliates, its suppliers, its licensors, its contractors, or their respective agents or employees with respect to any matter covered by the aforementioned disclaimers.

Disputes between YOU and any vendor mentioned in Wireless Billing Web Site should be addressed to and taken up with the particular vendor, carrier and/or service provider and not with Wireless Billing

Furthermore, YOUR acceptance of this disclosure also indicates to Wireless Billing that YOU will in no way use Wireless Billing as a mediator or witness in any disputes between YOU and any vendor. Further, you are also agreeing that if any portion of this disclaimer is found by a court of competent jurisdiction to be unconscionable, inapplicable or void, only that portion of this disclaimer will be stricken and the remaining portions shall be valid and binding. The foregoing warranties set forth are exclusive and no other warranty is expressed or implied.

### **13. Limitation of Liability.**

Under no circumstances shall Wireless Billing, its parents, its subsidiaries, its members, Its partners, its joint ventures, its affiliates, its suppliers, its licensors, its contractors Or their respective agents or employees be liable for any direct, indirect, incidental, Special, punitive or consequential damages that result in any way from your use of or Inability to use Wireless Billing web site or any of the components of Wireless Billing Web site, or any part thereof, or your reliance on or use of information, services, or Merchandise provided on or through Wireless Billing web site, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, any failure of performance, computer virus, communication line failure, theft, destruction, or unauthorized access to, alteration of, or use of your account, whether for breach of contract, negligence or under any other cause of action. In the event Wireless Billing is found liable under any circumstance under the terms of this agreement, Wireless Billing's liability shall be limited to the liability as stated in this agreement.

### **14. Indemnification of Wireless Billing by CUSTOMER.**

Upon request of Wireless Billing, YOU agree to defend, indemnify, and hold harmless Wireless Billing, its parents, its subsidiaries, its members, its partners, its joint ventures, its affiliates, its suppliers, its licensors, its licensees, its agents, its contractors, or their respective agents and employees, and all their respective successors and assigns from all liabilities, claims, losses, judgments, damages, and expenses, including, without limitation, attorney's fees and costs of litigation, arising from breach of this Agreement by use of, or in connection with, the transmission by or through YOUR account of any content or communications.

Wireless Billing reserves the right, at its own expense and at its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by YOU hereunder, and in such event, YOU shall have no further obligation to provide indemnification for such matter. YOU shall promptly notify Wireless Billing in writing of any claim arising or potentially arising under this indemnity.

#### **15. Termination of Agreement.**

Either YOU or Wireless Billing may terminate this Agreement at any time. YOUR sole right with respect to any dissatisfaction with any term of this Agreement, as revised or amended from time to time, or Wireless Billing's performance of this Agreement is to terminate this Agreement by notifying Wireless Billing, LLC in writing.

#### **16. Alternative Dispute Resolution.**

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or preliminary injunction to preserve the status quo ante bellum or prevent irreparable harm pending the selection and confirmation of a panel of arbitrators, any dispute arising under this Agreement shall be resolved through a negotiation/mediation/ arbitration approach.

YOU and Wireless Billing agree first to try to resolve the dispute informally between ourselves through good-faith negotiations. If it proves impossible to reach a mutually satisfactory solution to the dispute by negotiation, then YOU and Wireless Billing agree to use mediation as described below. YOU and Wireless Billing agree to try to resolve the dispute informally and in good faith with the help of a mutually agreed-upon mediator. The mediator shall have such qualifications and experience as YOU and Wireless Billing shall agree upon.

If YOU and Wireless Billing cannot agree upon the choice of a mediator, then YOU shall submit to Wireless Billing the names of three qualified candidates acceptable to Wireless Billing to mediate the dispute between us and Wireless Billing shall select as mediator one of those three candidates whose names YOU have submitted to Wireless Billing

Alternatively, if YOU cannot submit to Wireless Billing the names of three qualified candidates to serve as a mediator, then Wireless Billing shall submit to YOU the names of three qualified candidates acceptable to Wireless Billing to mediate the dispute between us and YOU shall select as mediator one of those three candidates whose names Wireless Billing has submitted to YOU.

The mediation shall be conducted in good faith and on such terms and conditions as the mediator, YOU, and Wireless Billing shall agree.

YOU and Wireless Billing shall each pay the mediator one half of the fee for the mediator's services, regardless of the outcome of the mediation.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, YOU and Wireless Billing agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

The arbitration may be conducted by one impartial arbitrator by mutual agreement or by three arbitrators if YOU and Wireless Billing are unable to agree on a single arbitrator within 30 days of first demand for arbitration. All arbitrators are to be selected from a panel provided by the American Arbitration Association. The chair of the arbitration panel shall be an attorney at law, and the other arbitrators shall have a background or training either in computer or Internet law, computer software, or Internet telecommunications technology, the marketing of computer software products, or electronic commerce conducted via the Internet.

Upon request of either YOU or Wireless Billing, the arbitrators shall have the authority to permit discovery to the extent they deem appropriate. A court reporter shall record the arbitration hearing and the reporter's transcript shall be the official transcript of the proceeding.

The arbitrators shall have no power to add or detract from the agreements of YOU and Wireless Billing and may not make any ruling or award that does not conform to the terms and conditions of this Agreement.

The arbitrators shall have the authority to grant injunctive relief in a form substantially similar to that, which would otherwise be granted by a court of law or equity. The arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages.

Any damages awarded shall conform to the terms and conditions of this Agreement. The arbitrators shall specify in writing the basis for any damage award and the types of damages awarded.

The decision of the arbitrators shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either YOU or Wireless Billing, LLC. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrators shall, for good cause, determine otherwise.

#### **17. Consent to Jurisdiction; Venue.**

Venue for mediation, arbitration, or litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof shall be proper only in a venue determined by Wireless Billing.

## **18. Choice of Law.**

Choice of law as it deals with all intellectual properties of Wireless Billing including this site, marketing communications and any other communications is hosted, designed, developed and managed in the country of Ukraine. Any and all disputes arising from intellectual properties including domain names, web content, marketing material or other communications shall be governed by the laws of Ukraine.

Choice of law as it deals with customer matters shall be in the local jurisdiction of our regional logistics provider and as such this agreement shall be governed by the laws of the United States of America and the laws of the state of Virginia, without regard to Virginia's choice of law and conflicts of law rules, and Wireless Billing.

Notwithstanding any other provision of this agreement to the contrary, the Uniform Computer Information Transactions Act ("UCITA") or any successor model act that is Substantially similar to the approved draft of UCITA approved by the National Conference of Commissioners on Uniform State Laws (NCCUSL) on or about August 4, 1999, or any state law that is substantially similar to the aforementioned model UCITA Or successor laws, shall apply to any transaction or any part of any transaction Arising under this agreement, regardless of any state in which UCITA may have been Enacted at the time such transaction or any part of such transaction pursuant to this agreement shall have occurred.

## **19. Force Majeure**

Wireless Billing shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electrical power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, or any cause beyond the reasonable control of Wireless Billing

## **20. Non-transferability of Right to Use Service.**

The rights to use Wireless Billing Web Site and YOUR account are not transferable. Accounts and access to Wireless Billing Web Site are for YOUR sole use. YOU shall be responsible for the confidentiality of YOUR password. Loaning YOUR account, user name, or password to other persons is expressly prohibited.

Violation of those terms shall constitute theft of Wireless Billing's service and property and may be prosecuted under civil and criminal law.

## **21. Notices Pursuant to this Agreement**

YOU agree to notify Wireless Billing if YOU move or otherwise change YOUR postal or email address or phone number, and to list a truthful name, postal address, e- mail address, and telephone number on all forms YOU supply to Wireless Billing.

YOU may notify Wireless Billing by regular first class mail or by email provided on site.

Wireless Billing will notify YOU by email at the most current email address YOU have provided to Wireless Billing of any notices Wireless Billing is required to provide to YOU under this Agreement. YOU are solely responsible for ensuring that Wireless Billing has YOUR most current email address, and Wireless Billing shall not be responsible for any lost, misdirected, bounced, forwarded, or undeliverable email Wireless Billing sends to the most current email address YOU have provided to Wireless Billing

**22. Severability of Terms of this Agreement.**

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

**23. No Waiver of Provisions of this Agreement.**

Wireless Billing's failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between YOU and Wireless Billing nor any trade practice shall act to modify any provision of this Agreement.

**24. No Oral Modification of this Agreement.**

This Agreement may not be modified orally. This Agreement may be modified only by a written instrument signed by YOU and a duly authorized Officer or Manager of Wireless Billing. If email is used for the writing, the signatures shall be electronic digital signatures that are publicly registered with a duly authorized certification authority in the jurisdiction in which Wireless Billing operates its business.

**25. Limitation of Actions Arising Under this Agreement.**

All disputes arising under this Agreement shall be resolved subject to the Alternative Dispute Resolution provisions of this Agreement. Any cause of action or dispute YOU may have with respect to Wireless Billing's performance or alleged non-performance of this Agreement must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred. For purposes of the Alternative Dispute Resolution provisions of this Agreement, the commencement to which this paragraph refers is the date on which YOU notify Wireless Billing in writing of a dispute.

**26. Attorney's Fees and Costs in Litigation.**

In any action between Wireless Billing and YOU to enforce any of the terms of this Agreement, Wireless Billing shall be entitled to recover expenses from YOU, including, but not limited to, reasonable attorney's fees.

**27. Data Use Policy**

Information that you provide to us becomes property of Wireless Billing and we mainly utilize that data for operational purposes. We may also at our sole discretion use that data for both related and unrelated marketing purposes including but not limited to email, text messages and calls. You may

opt out of such marketing at any time by opening a ticket through our contracted Help Desk System located at [www.cellphonehelpdesk.com](http://www.cellphonehelpdesk.com)