

Clear Rate Communications, Inc. Residential Telephone and Internet Terms and Conditions of Service

Customer's use of the Clear Rate Communications, Inc.'s ("Clear Rate") Service shall be deemed acknowledgment that Customer has read and agreed to these residential terms of service. Any user who does not agree to be bound by these terms should immediately stop their use of the Clear Rate Phone Service and notify the Clear Rate Customer Care Department to terminate the account. This is a legal document.

1. Services Provided

Clear Rate's phone service provides unlimited calling within the mainland United States, excluding Alaska, Hawaii, Puerto Rico, Canada and the US Virgin Islands in accordance with the following terms and conditions. Clear Rate Phone Service also provides international calling at per minute rates for direct-dialed calls made from the Customer's residence to destinations outside of the mainland United States.

2. Monthly Service Fee

Customer agrees to pay the monthly service charge for Clear Rate Phone Service and any per minute charges incurred for international calling. Clear Rate reserves the right to increase or decrease the fee for any services offered. Clear Rate Phone Service will be terminated in compliance with any state or federal regulations in the event the Customer does not pay.

3. Clear Rate Phone Service

Clear Rate Phone service is offered as follows:

Rates charged for residential services are billed on a 24-second minimum, 6-second thereafter basis, 24 hours a day, 7 days a week, with no variations for holidays, weekdays, or weekends. This includes Direct Dialed 1+ calls to domestic locations. International calls and calling card calls are billed with a one-minute minimum and a 30 second minimum, respectively. A \$0.52 cent per call charge will be added for calls placed from Public Payphones.

Unlimited Long Distance calling plans provide unlimited long distance for voice calling in the mainland US 48 states only. The unlimited calling plans are for voice use only, dial-up, modem and any other data calls are specifically excluded from the unlimited plans. Alaska, Hawaii, Puerto Rico, and US Virgin Islands are billed at \$0.24 per minute. Per minute long distance rates and plans are only valid for voice calls to the lower US 48 states. Alaska, Hawaii, Puerto Rico and the US Virgin Islands are billed at \$0.24 per minute.

For service packages that include unlimited Local, Intra-LATA (Local-Toll) and/or Inter-LATA usage (Long Distance), the services are available for standard residential voice calling only. If it is determined that usage is not consistent with standard residential voice applications, such as for Internet access services, commercial facsimile, auto-dialing, telemarketing, or other high-usage use, Clear Rate may immediately suspend,

restrict or cancel the customer's service without prior notice and assess an additional 4.9 cents per minute charge for every minute beyond 4,000 minutes. Any usage in excess of 4,000 minutes per month shall be presumed to be not consistent with voice applications and shall be subject to the conditions above.

4. Clear Rate Phone Service Limitations

Like any other communications service provider, we do not represent that our service is fail-safe.

5. Equipment

Clear Rate high-speed internet service requires a modem. Clear Rate will supply a modem for so long as Customer remains a Clear Rate Phone Customer or until Clear Rate changes this service offering. Upon termination of either Clear Rate Phone or Internet Service for any reason, Customer will be obligated to return the Clear Rate supplied (excluding purchased modems) modem within thirty (30) days or Customer will be charged an equipment fee.

6. Third Party Verification

Customer understands that an independent third-party verification system will record Customer's request to switch Customer's local and long distance service prior to activation.

7. Term

Clear Rate Phone Service shall continue until such time as terminated by Customer, which shall be effective upon notice, or terminated by Clear Rate for breach (including nonpayment) of these Clear Rate Phone Terms and Conditions. In some areas, there is a one-year commitment on Clear Rate Telephone Service. Where applicable, Customer may be asked to agree to the one-year commitment as part of ordering service with Clear Rate. The penalty for breaking the one-year commitment is an early termination fee in the amount of \$99.00.

8. ARBITRATION

The following provisions are important with respect to the Agreement between you and Clear Rate regarding Clear Rate's Services.

PLEASE READ THEM CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to you in the event of a dispute.

Subject to the "Exclusions" paragraph below, Clear Rate and you agree to arbitrate disputes and claims arising out of or relating to this Agreement, the Services or marketing of the Services you have received from Clear Rate. Notwithstanding the

foregoing, either party may bring an individual action on any matter or subject in small claims court.

THIS AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Clear Rate should be addressed to: General Counsel, Clear Rate Communications, Inc., 555 S. Old Woodward, Suite 600, Birmingham, MI 48009 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Clear Rate may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Agreement.

The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

CLEAR RATE AND YOU SHALL EQUALLY BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO \$75,000. YOU ARE RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF CLEAR RATE UNDER APPLICABLE LAW.

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CLEAR RATE ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY

Unless Clear Rate and you agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county (or parish) of your billing address.

The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of this Agreement.

YOU AND CLEAR RATE AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING

Furthermore, unless both you and Clear Rate agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

Right to Opt Out. If you do not wish to be bound by these arbitration provisions, you must notify Clear Rate in writing within 30 days of (a) the date that this arbitration provision becomes effective, if you are an existing customer, or (b) the date that you first subscribe to the Service(s). You may opt out by mail to the Arbitration Notice Address. Your written notification to Clear Rate must include your name, address, and Clear Rate account number as well as a clear statement that you do not wish to resolve disputes with Clear Rate through arbitration. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with Clear Rate or the delivery of Services to you by Clear Rate.

Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

EXCLUSIONS. YOU AND CLEAR RATE AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- ANY INDIVIDUAL ACTION BROUGHT BY YOU OR BY CLEAR RATE ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

The foregoing arbitration provisions shall survive the termination of this Agreement.

9. Limitation of Liability

Clear Rate Phone service is provided "AS IS." The liability of Clear Rate for damages arising out of the furnishing of services hereunder, including but not limited to mistakes, omissions, interruptions, delays or errors or other defaults, representations or use of these services or arising out of the failure to furnish the Clear Rate Phone Service, whether caused by acts of commission or omission shall be limited to a allowance for the time period of any Clear Rate Phone Service interruption. Clear Rate shall not be liable for any direct, indirect, special, consequential, exemplary or punitive losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries that a Customer may suffer. Finally, Clear Rate shall not be liable for any loss or interruptions in service or for any damages or losses due to the fault or negligence of the Customer, or any Authorized User, or any other party or person(s), or due to the failure or malfunction of Customer-provided or Authorized User-provided equipment or facilities due to the failure of the Customer to fulfill any obligation under this Agreement.

10. Force Majeure

Clear Rate shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Clear Rate, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties

11. Installation

Charges for installation services and equipment will be charged at the then current rate in effect.

12. Taxes, Fees and Surcharges

Applicable taxes, fees and surcharges, if any, will be added to your monthly bill.

13. Prohibited Uses

Clear Rate Phone service may be used as a residential voice service only and may not be used for commercial purposes, including, but not limited to, telemarketing, call center services, medical transcription or facsimile broadcasting. In addition, Clear Rate Phone is not permitted to use for/by resale of service, business use, telemarketing use, wholesale use, re-dialers, auto-dialers, predictive dialers, or callback applications. Clear Rate Phone is intended to be used consistent with its intended normal residential use. For instance, unlimited voice plans are intended to be used for continuous live dialog between the Customer and a third party. Certain other activity such as excessive consistent usage, unusual call patterns, and lack of continuous dialog activity may be presumed indicative of use that is inconsistent with normal use of the service in violation of these residential terms of service.

14. Amendment

Clear Rate may, in its sole discretion, change, modify, add or remove portions of this Agreement for Clear Rate Phone Service at any time. Clear Rate may notify Customer of any such changes by posting notice of such changes on the Clear Rate Web site, or sending notice via e-mail or postal mail. The Customer's continued use of the Clear Rate Phone service following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such modification. If Customer does not agree to any modification of this Agreement for Clear Rate Phone, Customer must immediately cease using the Clear Rate Phone service and notify Clear Rate that Customer is terminating Clear Rate Phone service. In addition, these Clear Rate Phone Terms and Conditions are subject to change in compliance with applicable law.

Effective: April 16, 2015