

ZERAFONE TELECOM TERMS AND CONDITIONS OF SERVICE

(Please visit: www.Zerafone.com)

THIS AGREEMENT ("Agreement") is between RNK (also referred to as "ReVos" and "RNKtel Inc"), d/b/a Zerafone LLC ("we," "us", "RNK" or "Zerafone LLC") and the user ("you," "user" or "Customer") of Zerafone LLC's Residential or Business Voice over Internet Protocol (VoIP) service ("Service"), which shall include any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service. By activating and using the Service, you acknowledge that you have read and understood these Terms and Conditions of Service and represent that you are of legal age to enter this Agreement and become bound by its terms. In addition, you understand and agree that you are also bound by the terms of RNK's applicable state and/or federal tariffs, rate schedules, and public disclosures, which are incorporated into this Agreement by reference.

1. EMERGENCY SERVICES – 911/E911

Differences in Availability and Operation of Emergency Dialing Service (911 or E911): You acknowledge and understand that the Service does NOT function or connect the same way as traditional copper, fiber or wire line telecommunications support for traditional 911 or E911 access to emergency services. Additionally, you acknowledge and understand that 911/E911 services may currently be unavailable in the geographic location in which you plan to use the service. You understand and agree that prior to Service activation, you must familiarize yourself with, and acknowledge, the limitations of 911/E911 dialing associated with the Service through an online web-based activation process that can be accessed at www.ZerafoneLLCtelecom.com

Requires Service Activation: You acknowledge and understand that 911 dialing, when available, does not function unless you have successfully activated your account and provided a proper Registered Location i.e., the address where emergency personnel will respond in the event you dial 911. **YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU CANNOT DIAL 911 FROM YOUR SERVICE UNLESS IT IS AVAILABLE IN YOUR LOCATION AND UNTIL YOU HAVE COMPLETED THE E911/911 ACKNOWLEDGEMENT PROCESS AND HAVE ACTIVATED YOUR SERVICE.** The web-based activation process is available at www.Zerafone.com.

2. SERVICE

2.1 *Term Service* is offered on a calendar-month basis, for an initial term that begins on the date that Zerafone LLC activates your Service and ends on the last day of the month of your activation. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give, and Zerafone LLC receives, written notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given. Written notice of cancellation can be provided either by: 1) email to customer@rnktel.com; 2) First Class Mail to the attention of Zerafone LLC- Cancellation Dept., 333 Elm Street Suite 310, Dedham, MA 02026; or 3) Fax at 781-297-2091 and/or 864-676-2175, to the attention of Zerafone LLC- Cancellation Department. Your notice of termination must include your username, primary telephone number of the account and express your desire to cease Services. If Zerafone LLC receives your notice of termination at least ten [10] days prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term and any and all outstanding charges. If, however, Zerafone LLC receives your notice of termination less than ten [10] days prior to the end of the monthly term (but before the end of the monthly term), then you will be responsible for the full month's charges to the end of the then-current term, the next full month term charges, and any and all outstanding charges.

2.2.1 *Residential Use of Service and Device:* If you have subscribed to Zerafone LLC Residential services, the Service and Device are provided to you and your household as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit. If you subscribe to a calling plan which includes unlimited calling of any type, unless otherwise specified by your specific plan in marketing materials associated therewith, any usage in excess of 4,000 aggregate minutes per month, taking into account all types of calling in your plan that is provided on an unlimited basis, shall be presumed to be not consistent with these restrictions. Zerafone LLC reserves the right to immediately terminate or modify the Service, or to change your calling plan to a different offer on a prospective basis, and in addition, to assess additional charges for each month in which noncompliant usage occurred, if Zerafone LLC determines, in its sole discretion, that Customer's Service is being used in a manner inconsistent with normal residential usage patterns (e.g. excessive usage reflected in monthly minutes of use or calls placed to an unusually high number of varying telephone numbers) or if your aggregate minutes in any month exceed the presumptive residential usage cap.

2.2.2 *Business Use of Service and Device - Prohibition on Resale.* If you have subscribed to Zerafone LLC Business services, the Service and Device are provided to you as a small business user. This means that you are not to resell or transfer the service or device to any other person for any purpose. You agree that the Zerafone LLC Business Plans are for ordinary and usual office voice communications and do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting, fax blasting, or any type of automated or continuous use. Zerafone LLC reserves the right to immediately terminate or modify the Service, if Zerafone LLC determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities, in accordance with applicable law regarding such terminations.

2.2.3 Bundled Service: You acknowledge and agree that the Services through your assigned number are offered on a bundled basis (including local, toll, long distance and international service) and cannot be separated. You acknowledge that these services (local, toll, and long distance) are not available individually and that in order to maintain each of the services in the bundle, you must maintain the others on the same service line. Should you wish to change any of these service providers from Zerafone LLC, You will terminate your Service with Zerafone LLC.

2.3 Activation of Service: You understand and agree that prior to using the Service, you must complete a registration and Service activation process through a web-based registration process found at www.ZerafoneLLCtelecom.com or, if you would prefer to complete the process through mail or fax, you may contact Zerafone LLC, customer service at 1-866-434-7765.

2.4 Lawful Use of Service and Device

2.4.1 Prohibited Uses: You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in RNK's sole judgment the transmission, receipt or possession of such communication would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. RNK reserves the right to terminate your service immediately and without advance notice if RNK, in its sole discretion, believes that you have violated the above restrictions, or any applicable tariff term, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus an equipment non-return fee, all of which immediately become due and payable, as may be permitted under applicable law. You are 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 and agree to indemnify and hold harmless RNK against any and all liability for any such use that fails to comply with this Section 2.4.1. If RNK, in its sole discretion believes that you have violated the above restrictions, RNK may forward the objectionable material, as well as your communications with RNK and your personally identifiable information to the appropriate authorities for investigation and prosecution.

2.4.2 Use of Service and Device by Customers Outside the United States: If you remove the Device to a country other than the United States and use the Service from there, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. You are 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. Transport or sale of the Device outside of the United States may result in a violation of U.S. or foreign technology import/export laws or rules; compliance with which is your sole responsibility, and you agree to indemnify and hold Zerafone LLC harmless from any and all liability associated with claims arising therewith.

2.5 International Direct Inward Dial ("DID") Numbers: You agree not to use international DIDs for callback applications, collect calling, or third party billing of calls; for the purpose of committing toll fraud or similar schemes; and for any unlawful purpose whatsoever including, but not limited to, the transmission or offering of any information or services which are abusive, harmful, threatening, defamatory, or otherwise offensive, or which in any way infringe copyright, intellectual property rights, trademarks, or which is pornographic, or any other material that may cause offense in any way. You agree to assume all liability for the use of international DIDs used in this manner, and will indemnify and hold RNK harmless against any claims arising from such use.

2.5.1 No Emergency Services: International DIDs are not intended for use as a primary line and are offered only as an add-on to your primary telephone service. You hereby represent and warrant that you are not relying on RNK to provide emergency services in conjunction with international DIDs. You warrant and represent that you assume all liability related to emergency services associated with international DIDs and with the Service.

2.6 Loss of Service Due to Power Failure: You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply to your Device or at any point in your transmission path, the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment including your Device or any connecting equipment in your transmission path prior to utilizing the Service. Power disruptions or failures will also prevent dialing to emergency service numbers including any 911 calling feature that may be activated in or accessed by your Service.

2.7 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software: The Service and Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials provided or offered by Zerafone LLC and Zerafone LLC's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Zerafone LLC and RNK are and shall remain the exclusive property of Zerafone LLC and RNK and nothing in this Agreement shall grant you the right or license to use such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and

conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by Zerafone LLC, which Zerafone LLC reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Zerafone LLC against any and all liability arising out of your use of such interface device with the Service.

2.8 Tampering with the Device: You agree not to change the electronic serial number or equipment identifier of the Device without express permission from Zerafone LLC in each instance.

2.9 Theft of Service: You agree to notify RNK immediately, by calling the Zerafone LLC customer service line, if the Device or Service is stolen or if you suspect or become aware at any time that your Service is being stolen or fraudulently used. You will be liable for all use of the Service using a Device or Access Code stolen from you and any and all stolen Service or fraudulent use of the Service until Zerafone LLC is informed of the theft.

2.10 Delivery and Warranty of Device; Ownership of the Device: If Customer receives cartons and/or Devices that are visibly damaged through no fault of Customer, please note the damage on the carrier's freight bill or receipt and keep a copy. Keep the original carton, all packing materials and parts intact and contact Zerafone LLC's customer service department at 1-866-434-7765 immediately. While Customer agrees that it accepts its Device "as is," Customer may be entitled to replacement or refund in the event of any defect if Customer has satisfied payment obligations under section 3.2 herein. You understand that any Device provided by Zerafone LLC for use with the Service is and remains the exclusive property of RNK and must be returned to Zerafone LLC pursuant to section 3.3 herein when the Service is terminated. Nothing in these terms should be construed to confer any title, rights of ownership, or other property rights to you, the Customer.

2.11 Number Transfer on Service Termination: When available, upon your termination of the Service, Zerafone LLC will release the telephone number(s) you transferred for use with your Service to your new service provider if that service provider is able to accept such number, and you request the transfer upon terminating your account.

2.12 Features: All features of this Service (including, but it no way limited to Free 4-1-1 Directory Assistance), are subject to availability, class of service, suitability of customers broadband connection and sufficiently available bandwidth at the time of attempted use by the End User. Features may be discontinued and/or currently free features may be reclassified as Advanced (chargeable) Features at any time.

2.12.1 Traditional Directory Assistance and Free 4-1-1 Directory Assistance: Zerafone LLC offers two versions of Directory Assistance-type services: Traditional Directory Assistance and Free 4-1-1 Directory Assistance. Traditional Directory Assistance is accessed by dialing the area code of the listing, plus 555-1212. A charge applies to this service. Free 4-1-1 Directory Assistance (accessed by dialing 411) contains advertising and is offered at no charge per call. Zerafone LLC reserves the right, in accordance with this agreement, to modify the terms and charges for and/or discontinue these services at any time.

3. BILLING AND PAYMENT

3.1 Billing and Charges: Customer will be billed monthly in amounts based on the Service plan selected by the Customer. Service plan charges and rates can be found at www.Zerafone.com. All Customers will be charged a \$24.95 activation fee when signing up for the Service, which fee will not be refunded when Customer terminates the Service. In addition to the activation fee, Customers will be charged a \$9.95 shipping and handling fee for equipment.

3.2 Payment: You agree to pay by credit or debit card and, in signing up for the Service, authorize Zerafone LLC to charge your credit or debit card on or about the 15th day of each month for all applicable fees and charges, including but not limited to activation fees, monthly usage charges, equipment non-return fees and shipping and handling charges. Charges reflected on your credit card or bank statement will be from Zerafone LLC Telecom. Further, Customer is responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility, telecommunications or other taxes, fees or 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 Devices and will be billed to your account. If payment is not made when due hereunder, simple interest shall accrue on the overdue balance at an interest rate of one and a half per cent (1.5%) per month or the maximum amount of interest which may legally be charged on an open account, whichever is less. Interest charges shall be prorated on a daily basis for partial months, and on thirty (30) day month basis. Further, in the event of non-payment, Zerafone LLC may suspend or terminate service to Customer without any liability to RNK as permitted by applicable law.

3.3 3.3 Equipment Non-Return Fee: You agree that the Equipment is on loan to you by Zerafone LLC during the time you are using the Service, and that you have no ownership rights in the Equipment. The Equipment must return the Device(s) upon termination of the Service for any reason (regardless of whether termination is by you or RNK or Zerafone). If you fail to return the Device(s) upon termination of the Service, you will be charged, per Device, an equipment non-return fee of \$75.00. The equipment non-return fee becomes due and payable immediately upon termination and will be billed directly to your credit card. If you have

multiple Devices, you will be charged the non-return fee described above per Device for each Device belonging to Zerafone LLC in your possession. To receive a credit for the equipment non-return fee, you must return the Device(s) undamaged and in original condition (reasonable wear and tear excepted) with all parts and accessories, within fourteen (14) days of termination. Zerafone LLC will not credit you if the Device(s) is damaged or is not in its original condition as received by you. In the event you disconnect multiple lines, Zerafone LLC will issue you a credit for all equipment non-return fees upon receipt of all Devices in accordance with this Section. Further, Zerafone LLC reserves the right to charge you for any power cables, network cables or other incidental equipment ("Equipment") provided to you in addition to the Device should such Equipment not be returned.

4. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

4.1 Limitation of Liability: Zerafone LLC shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: 1.) act or omission of an underlying carrier, service provider, vendor or other third party; 2.) equipment, network or facility failure; 3.) equipment, network or facility upgrade or modification; 4.) force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions; 5.) equipment, network or facility shortage; 6.) equipment or facility relocation; 7.) service, equipment, network or facility failure caused by the loss of power to Customer; 8) your failure to provide an accurate address at which you plan to use the Service and where you want emergency service personnel to respond when you dial 911 (if you are in a geographic region in which 911/E911 is available) or 9.) any other cause that is beyond Zerafone LLC's control, including without limitation the failure of incoming or outgoing communications, the inability of communications to be connected or completed, including 911 dialing, or degradation of voice quality. Zerafone LLC's liability for any failure or mistake shall in no event exceed Service charges with respect to the affected time period.

4.2 No Consequential Damages: In no event shall Zerafone LLC, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to Customer in connection with this Agreement or the Service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Service, including inability to be able to dial 911 or to access emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, products liability, tort and any and all other theories of liability and apply whether or not RNK was informed of the likelihood of any particular type of damages.

4.3 Indemnification: Customer agrees to defend, indemnify, and hold harmless Zerafone LLC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Service, including 911 dialing, or the Device. This paragraph shall survive termination of this Agreement.

4.4 No Warranties on Service: Zerafone LLC makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness of the Service or the Device for a particular purpose. Zerafone LLC does not warrant that the Service, including the 911 dialing component (when available), will be free of failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information. Neither Zerafone LLC nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to Customer in connection with this Agreement or the Service will be liable for unauthorized access to Zerafone LLC's or Customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, Customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of Zerafone LLC or its service provider's or vendors' negligence. Statements and descriptions concerning the Service or Device, if any, by Zerafone LLC or Zerafone LLC's agents or installers are informational and are not given as a warranty of any kind.

4.5 No Third Party Beneficiaries: No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

4.6 Content: For the purpose of this paragraph, a "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you. You are liable for any and all liability that may arise out of the content transmitted by or to you or by or to any Users using the Services. You shall assure that your or any other User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Zerafone LLC reserves the right to terminate or suspend affected Services, and/or remove your or any other Users' content from the Services, if Zerafone LLC determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Zerafone LLC's ability to provide Services to you or others or receives notice from anyone that your or any other Users' use or Content may violate any laws or regulations. Zerafone LLC's actions or inaction under this Section shall not constitute review or approval of your or any other Users' use or Content. You will indemnify and hold Zerafone LLC harmless against any and all liability arising from the content transmitted by or to you or to any other Users using the Services.

5. GOVERNING LAW / RESOLUTION OF DISPUTES

5.1 Mandatory Arbitration: Any dispute or claim between Customer and Zerafone LLC arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

5.2 Governing Law: The Agreement and the relationship between you and Zerafone LLC shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. You and Zerafone LLC agree to submit to the personal and exclusive jurisdiction of the courts located within Massachusetts. The failure of Zerafone LLC to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

6. PRIVACY

The Zerafone LLC Service may utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. RNK is not liable for any lack of privacy that may be experienced with regard to the Service.

7. CHANGES; NOTICES

Except where expressly prohibited by law, the Customer agrees to accept notices to this agreement electronically, either by email or by web site posting. Notices to Customer of any changes to these "Terms and Conditions of Service" shall be considered given when posted to the "Service Announcements" section of the Zerafone LLC Web Site. Notice will be considered received by Customer, and such changes will become binding on Customer, on the date posted to the Zerafone LLC Web Site and no further notice by RNK is required.

8. ENTIRE AGREEMENT.

This Agreement, the 911/E911 agreement, any Terms of Services or other rules now or hereafter specified by Zerafone LLC for the Service, public disclosures and/or any applicable tariff(s) on file with the applicable state utility commission or FCC shall constitute the entire agreement between Zerafone LLC and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Zerafone LLC and Customer with respect to the services provided hereunder. Acceptance of the Service shall constitute acceptance of the terms and conditions herein.

Version: 5/3/06.