



Terms and Conditions

The Service Agreement, these Terms and Conditions, and any applicable tariff and/or price list (collectively "Agreement"), contains the entire understanding between you (the "Customer") and JMF Solutions, Inc ("JMF") (collectively "the Parties"). This Agreement supersedes any prior oral or written offers made by JMF or its representatives. Customer may not assign this Agreement except with JMF's written consent. Any assignment without JMF's written consent shall be void. JMF will provide Customer with services that may include internet access, local services, data services, long distance and international toll calls, toll free calls, calling card calls, and any additional features or services ordered by Customer (the "Service"). **IF YOU ARE NOT AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF YOUR BUSINESS/RESIDENCE, YOU AGREE TO BE PERSONALLY RESPONSIBLE FOR THE TERMS OF THIS AGREEMENT.** Customer's use of the Service confirms acceptance of the terms and conditions described in this Agreement.

Customer shall pay for all charges for and shall adhere to all terms and conditions of the Service as provided under the Agreement as set forth in the current state/federal tariffs, price lists, pricing guides and/or as described on JMF's web site (www.jmfsolutions.net), if no state and/or federal tariff applies, in each case as the same exist or as may be modified from time to time. Customer shall pay for all long-distance charges, local services and usage charges, provision of data services and private lines, as well as any federal, state or local assessments, surcharges and/or taxes, administrative and/or recovery charges for federal and/or state funding mechanisms, payphone surcharges, presubscription charges, and other charges related to the Service. Rates and call timing information, as well as additional terms and conditions that further govern the use of JMF Services, price lists and/or pricing guides may be obtained by contacting JMF. Usage charges will be billed in arrears; recurring charges and non-recurring charges will be billed in advance.

Service shall commence on the first day following the date on which JMF notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order, in which case the service commencement date is the date of the Customer's acceptance. This Agreement shall continue for the term stated in the Agreement ("Initial Term"), if any, between Customer and JMF. Upon expiration of the Initial Term, the Agreement shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one (1) year terms (each one (1) year term, a "Renewal Term") unless either party notifies the other of its intention to terminate the Agreement at the end of the Initial Term or Renewal Term or unless the parties enter into a subsequent Agreement. Notice regarding termination of service shall be in writing and provided to the other party at least thirty (30) days prior to expiration of the Initial Term or the Renewal Term. In the event of a termination notice, the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as the case may be. During the Initial Term or during any Renewal Term, Customer grants to JMF the right to use Customer's name and logo/trademark, for use by JMF in JMF's advertising, promotional, and sales materials, including JMF's web site.

Customer shall send termination notices at least thirty (30) days prior to desired discontinuance date by registered or certified mail, return receipt requested, to JMF Solutions, Inc at P.O. Box 222; Montrose, AL 36559; by email to support@jmfsolutions.net, with confirmed receipt by a JMF representative; or by facsimile to 1-251-272-3874, with confirmed receipt by a JMF representative. Customers subscribed to services not subject to a term agreement may also terminate service by calling 1-251-517-5070. JMF may reject a termination request received from any person other than the designated Customer contact(s) listed on the account.

When Customer cancels an application for service prior to the initiation of service, Customer will be required to reimburse JMF for accrued charges and expenses incurred in installing or preparing to install service, including waived installation charges, or in connection with any special construction which may have been required. It is Customer's responsibility to abide by all contractual obligations with previous service provider(s) prior to initiating service with JMF. JMF shall not be liable or responsible for payment of early termination, disconnection or cancellation charges assessed by Customer's previous service provider(s).

Customer may be eligible for reduced rates and/or discounts by agreeing to remain subscribed to JMF for a specific period of time ("Term Commitment") and/or by agreeing to a minimum monthly billing level ("Volume Commitment") as reflected on the Service Agreement. Fulfillment of the monthly Volume Commitment level for long distance service is based on net billing for domestic outbound direct dialed and/or domestic toll free calls, as applicable, beginning with Customer's second invoice, exclusive of operator service calls, directory assistance calls, calling card and international usage, taxes, surcharges, and other administrative or auxiliary fees ("applicable usage"). If Customer fails to meet Volume Commitment for two consecutive months, Customer shall either move to the appropriate product and rates conducive with their volume or pay the difference in the amount billed and the minimum for each month they fail to reach the minimum volume level for the duration of the Term Commitment reflected on the Service Agreement.

Customers with Term Commitments who cancel prior to expiration of the Initial Term of the Agreement will be responsible, within twenty (20) days of last billing date, for payment of termination liability charges equal to: (a) 100% of the monthly commitment multiplied by the number of remaining full months plus any incentives and discounts received and/or installation charges and third party charges waived (for customers with a specified Volume Commitment) All other services terminated prior to completion of the Initial Term of the Agreement for any reason other than a service interruption, or where the terms and conditions of the Service Agreement or JMF tariffs or price lists are breached or violated, Customer will be required to pay termination liability charges equal to 100% of all recurring charges for each remaining month on the agreement plus any incentives and discounts received and/or installation and third party charges waived.

Service Level Guarantee and Credits: JMF Solutions will issue credit allowances for service outages as set forth below upon Customer's written request, which credit will appear on the next invoice following processing. A service outage begins when Customer reports the outage to the appropriate JMF Solutions number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or equipment provided by Customer or 3rd parties; (c) during any period in which JMF Solutions is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event. Services provisioned entirely on JMF Solutions' Network will be credited at 1/1440 of the monthly recurring charges per 30 minute outage up to and including a 24-hour period, or if an outage is greater than 24 hours, at 1/144 of the monthly recurring charges per 3 hour outage.

If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for Service Interruptions totaling an aggregate of 6 hours of Service Interruption in that 30 day period, and the cause of outage is determined to be in JMF Solutions' Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a Chronic Trouble Service. Customer may disconnect the Chronic Trouble Service without incurring a Termination Liability.

All invoices are payable upon receipt. Payment is past due if not received sixteen (16) days following the date on which the bill was issued. Late payment charges, compounded at 1.5% per month, will be applied by JMF to any amount due thirty (30) days after date of invoice. Payment for services is due on or before the due date. If payment is not received by the due date or other payment arrangements have not been made, JMF will automatically charge Customer's valid credit card/debit card or Customer's ACH checking transfer for any amount due. Customer agrees to keep a valid credit card/debit card on file with JMF at all times. JMF does not give refunds for unused services, or for any other reason. Failure to pay charges incurred will normally result in Customer's account being placed in the hands of a third party for collection. If the delinquent account is referred to an attorney and/or collection agency, Customer agrees to pay all costs of collection, including all attorney's fees and/or collection agency fees actually incurred by JMF. Additionally, Customer waives its right to claim exemption under the laws in the state of Alabama or any other state. Questions, concerns, or disputed charges should be directed to JMF within thirty (30) days of the date of the invoice or they will be considered accepted by the customer. A 3.0% convenience fee will be assessed on all Visa Card, MasterCard, Discover Card and American Express credit card transactions in excess of \$1000. No transaction fee will be assessed on payments made by cash, check, electronic check and debit card payments made at the corporate office of JMF.

The Service may only be used for lawful and authorized purposes. By accepting this Agreement, Customer shall not improperly or fraudulently use the Service or permit others to do the same. Customer agrees to pay for any and all use of Services, regardless of whether such use was authorized by Customer, and agrees to indemnify and hold harmless JMF from any claims that are the result of legal actions brought by any person Customer may have allowed to use the Service. Customer will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, or code. Customer agrees to give JMF prompt notice of abandonment, relocation or loss of or damage to JMF provided customer premise equipment. Customer will be charged the current retail sales price for lost or damaged equipment or equipment JMF is unable to recover from Customer's site upon cancellation or termination of service.

Customer also agrees to pay all non-recurring charges issued by JMF per the Non-Recurring Service Fee Schedule incorporated herein and made apart of by reference and attached to this Agreement as an Addendum.

JMF reserves the right to promptly refuse, limit the use of, interrupt or terminate the Service without incurring liability (i) for nonpayment of any amounts due, (ii) for provision of insufficient or fraudulent billing information, (iii) for breach of these terms and conditions or violation of applicable laws, rules or regulations, including, without limitation, improper or fraudulent use of the Service, (iv) by reason of an order of a court or governmental authority, (v) if JMF deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents or services, or (vi) for violation of or noncompliance with additional JMF terms and conditions not specifically detailed herein, but which may be set forth in its tariffs, price lists, pricing guides and/or on its web site. Termination of the Service by JMF will not relieve Customer of its obligations under these terms and conditions.

The obligation to furnish, and to continue to furnish the Service is dependent upon JMF's ability, without unreasonable expense, to obtain, retain and maintain access to suitable facilities, agreements with service providers, and governmental authorizations. The Service may be temporarily refused or limited due to capacity limitations or to other circumstances beyond JMF's control. The Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, re-locations or repairs.

Under federal law, Customer has a right to restrict the use of, disclosure of, and access to, and JMF has a duty to protect the confidentiality of, Customer's Proprietary Network Information ("CPNI"). CPNI is information that relates to the telecommunications services purchased from JMF, including the types of services, how much Services are used, how Services are provided and related calling and billing records. CPNI does not include a Customer's name, address or telephone number(s). JMF is currently permitted to use CPNI, without further action by Customer or by JMF, to fulfill orders, provide service, communicate with Customer and/or offer additional services of the type already purchased by Customer. Prior to using CPNI to market or offer Customer new and/or different communications-related products and services, however, JMF is required to provide written notice of Customer's rights and provide Customer an opportunity to deny JMF's use of its CPNI for this purpose. Customer should indicate its approval or disapproval regarding this matter on the front page of the Service Agreement. Customer's approval or disapproval will not affect the provision of any services to which Customer subscribes, but Customer's approval may enhance JMF's ability to offer products and services tailored to Customer's specific needs. Any approval or denial of approval for the use of CPNI outside the service to which Customer already subscribes is valid until Customer affirmatively revokes or limits such approval or denial.

The Service is intended only for the use of Customer, its authorized agents and employees, and may not be resold without the prior written consent of JMF. If Customer intends to resell or re-bill JMF services, Customer hereby certifies that it has all necessary state, federal, legal and regulatory authority to resell or re-bill any telecommunications services to its tenants or customers. If Customer is found to be in violation of any federal, state or local law or regulation for reselling or re-billing telecommunications services, Customer shall indemnify and hold harmless JMF for any related claims by any third party against JMF, including attorney's fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

JMF DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO SERVICE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE LIABILITY OF JMF FOR ALL CLAIMS OF WHATEVER NATURE ARISING FROM OR RELATED TO THE PROVISION OF SERVICE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE SERVICE CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, ACCIDENT, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE PROVISION OF THE SERVICE OCCURS.

IN NO EVENT SHALL JMF BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, LOST PROFITS, OR LOSS OF CUSTOMERS OR GOODWILL, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

Any waiver of any breach of or failure to comply with any provision of this Agreement or applicable tariffs, price lists and/or pricing guides shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other provision hereof. JMF shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of service resulting directly or indirectly, from Acts of God or any other cause beyond JMF's reasonable control (Force Majeure). If any provision or provisions of this Agreement are determined to be invalid, unenforceable or contrary to any existing or future law, statute or ordinance of any jurisdiction, such invalidity shall not impair the operation of or affect those provisions in any other jurisdiction nor shall it affect or impair the validity or enforceability of any other valid provisions hereof. This Agreement shall be in all respects governed by and enforced in accordance with the laws of the State of Alabama. Venue for an action concerning this Agreement shall be in a court of competent jurisdiction in and for Baldwin County, Alabama.

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW OR EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED FOR AGREEMENT, AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY. THE PARTIES ENTER THIS JURY WAIVER KNOWINGLY AND VOLUNTARILY AND AFTER HAVING HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF THEIR CHOOSING.