

**NOTICE TO CUSTOMER: THESE ARE THE OFFICIAL  
TERMS AND CONDITIONS OF YOUR BRINGPHONE SERVICE.**

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**BRING COMMUNICATIONS  
RESIDENTIAL SUBSCRIBER AGREEMENT**

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This document (hereinafter referred to as the "Subscriber Agreement" or "Agreement") constitutes the agreement between Bring Communications, LLC ("Bring", "us" or "we") and the Customer ("you" or "Customer") of Bring Communication's services (**print your name and service address below**):

\_\_\_\_\_, who has subscribed to the Internet Telephone service offered by Bring Communications. As used herein, "Service" or "Services" shall include any products or services related to the Internet-based telephone service provided to Customer by Bring. This service is sometimes referred to herein as "BringPhone", and includes any and all lines on each BringPhone account and any equipment, such as telephones, Analog Telephone Adapters (ATAs), routers, or any other Internet/telephone connection device that is used in conjunction with the Services.

**WHAT TO EXPECT**

Bring provides Internet-based telephone products and services, which are very different than traditional telephone products and services. It is important that the Customer fully understand that Internet-based telephone service, while comparable to traditional telephone service and constantly improving, is still not at the same level of quality and reliability as telephones that utilize the traditional telephone infrastructure. For this reason BringPhone may not be ideal for people who depend on the use of their telephones for health issues, emergency, business or other critical uses. To balance this compromise in reliability and call quality, Bring offers significant cost savings and what it considers to be excellent customer service. Bring will make every effort to provide you with high quality products and services; however it does so on a best efforts basis. Things beyond our control may affect the Service, such as instability in your Internet connection, power fluctuations or outages, and the status of other third party vendors that play a role in your VoIP service. Bring makes no guarantee, expressed or implied, of call quality or service reliability; however, if you are having any problems with your Bring product, let us know and we will make every reasonable effort to remedy it. If, however,

you are still unsatisfied, you may at any time cancel your Service without penalty per the terms described in this Agreement. Bring shall in no event be liable for any losses or damages arising from interruption of service or compromises in call quality.

## **EMERGENCY LIMITATIONS**

**911 Dialing.** While an Internet-based telephone may look, feel and operate just like a telephone that uses the traditional telephone infrastructure, it is in fact a very different device and process. Customers should understand these differences, specifically as they relate to emergency 911 dialing and power outages. A traditional telephone is registered to a specific fixed location; therefore, when a caller dials 911 from such a telephone they automatically transmit pertinent information such as their name, address and callback number. Conversely, an Internet-based phone can technically access the Internet from virtually anywhere in the world. That makes it much more difficult to definitively identify the exact location of the caller.

Bring's Internet-based telephone Service *does* offer limited 911 functionality, wherein 911 calls may be routed to a local police or sheriff station (the "Local Emergency Destination" or "LED"). The specific LED for a given Customer will be disclosed to such Customer at the time of service activation based upon the service address provided by Customer. The initial LED shall be considered approved by Customer upon their activation and use of Bring Services. If Customer does not approve of the LED provided or is not aware of their LED, they may request to find out or modify their LED in writing. Bring may modify their account if said alternate is deemed by Bring to be an appropriate and acceptable LED. Customer should ensure that the service address they provide to BringPhone is accurate to ensure that the right LED is programmed into their account. Customer should periodically test the 911 service to ensure that the LED is functional. In the event that Customer moves to a new location and takes their Bring service and equipment with them, Customer should inform Bring of such move and update their LED.

In all cases, the LED will not receive all of the caller data that they would receive with traditional phone service. In the event that Bring gains the technical ability to provide personal data to emergency personnel when 911 is dialed and if Bring decided to offer this service to its customers, Customer authorizes Bring to disclose such personal data to third-parties who handle such emergency calls.

**Power and Other Failures.** In the event of power outage, Internet-based telephone systems like Bring's will not function, while traditional phones usually remain functional. Other factors can also cause Internet-

based telephones such as Bring's to stop functioning, such as technical problems with the third party Internet Service Provider (ISP), disconnection of ISP and/or Bring Services or failures of critical equipment such as modems or routers.

FOR THESE AND OTHER REASONS, BRING COMMUNICATIONS EXPRESSLY RECOMMENDS THAT CUSTOMER USE THEIR BRING TELEPHONE AS A SECONDARY LINE, AND NOT AS A REPLACEMENT FOR THEIR TRADITIONAL TELEPHONE LINE. CUSTOMERS SHOULD RETAIN AND USE THEIR TRADITIONAL PHONE LINES FOR EMERGENCY PURPOSES.

Customer should make sure that all household members and guests are aware of the limitations of their Bring telephones as stated above. Customers should clearly label telephones that are used with their Bring account as "NOT 911 CAPABLE".

**Disclaimer of Liability and Indemnification.** Bring Communications disclaims all liability in the event of Customer loss due to lack of traditional 911 service or other service limitation or technical interruption. Customer hereby waives his right to make any claims against Bring for any loss or damage arising from Bring Services, and shall defend, indemnify, and hold harmless Bring Communication, its officers, directors, employees in the event of any loss.

## **TERM AND TERMINATION**

Service is provided and billed to you on a recurring monthly basis, with each month being charged in advance. The first month is provided free, therefore you do not have to make a payment upon initiation of service, any equipment charges notwithstanding. Your first service bill will be for your second month's usage, billed at the beginning of your second month. You may cancel service at any time by providing Bring with written notice of cancellation, however, no proration will be provided for the unused days remaining in the month. Therefore, if you choose to cancel and disconnect service prior to the end of a given monthly billing period, you will still be responsible for the full contract amount for that final month. Payment for equipment purchased from Bring is not refundable. Any unpaid installments for equipment purchase are due regardless of cancellation of service.

If service is terminated by Bring due to Customer negligence, such as non-payment of bills or other scenarios described throughout this agreement that refer to a "Termination Fee", a \$40.00 Termination Fee may be charged to Customer at Bring's sole discretion.

Alternative term and contract arrangements, including long-term commitments for special rates, may be mutually agreed upon in the future by both parties in writing.

### **ACTIVATION, INSTALLATION AND USAGE FEES**

Bring reserves the right to approve, deny or terminate service to any prospective customer, at its sole discretion. Customer will be charged and agrees to pay the current fees published on the rate chart located at [www.bringphone.com](http://www.bringphone.com). Fees may be modified by Bring at any time without notice; however such changes will be posted on the aforementioned rate chart.

Using the BringPhone line for business uses is strictly prohibited, including but not limited to auto-dialing, high-volume call forwarding, telemarketing, fax broadcasting and other high-volume usage. Regardless of whether a Customer considers their usage to be for business or otherwise, *any* usage that is not consistent with what Bring determines in its sole discretion to be *typical* usage shall be subject to higher rates or termination of service, at Bring's sole discretion. If Bring determines usage volume to be unacceptable, Bring may terminate service per the terms of this Agreement and the stated Termination Fee may apply.

### **OTHER LIMITATIONS OF BRING SERVICE**

**Gates, Entry Systems, other Security Systems or other devices.** The Bring Service may not be compatible with systems in your home or on your property that are controlled through the telephone lines. Customer should ensure that they have alternative means of controlling any such devices.

**0, 900, 411 and Other Dialing Code Calls.** Bring Service does not support calls made to 900 area codes, operator assistance by dialing 0, 511, 311 or other 3 digit area code prefixes that end in 11. Bring may offer limited 411 directory assistance. Customer will be charged, and agrees to pay the current fees for 411 calls published on the rate chart published on [www.bringphone.com](http://www.bringphone.com).

**Unlisted Numbers.** Phone numbers provided to you by Bring will not include a listing in any phone book or other telephone directory. Customer may independently list their number in any directory of their choice during the term of their Service.

**Number Porting.** Typically, BringPhone customers receive a new telephone number when they sign up for a BringPhone line. However, Bring offers a service called "Number Porting", wherein it utilizes a third party to move the Customer's phone number from their current phone company to their

BringPhone account. BringPhone charges a fee for Number Porting (the current fee is posted at [www.bringphone.com](http://www.bringphone.com)). Number Porting is not possible in all cases, and carries with it certain risks: If the number porting process fails for any reason, Customer may "lose" their original phone number which could inconvenience the Customer in any number of ways, for example: a) A Customer who wanted to retain and port their old number but lost it in a failed Number Porting attempt may have to update stationary, websites or other records, and they may have to notify any desired friends, family and/or business associates of their new number. b) Even if the Number Porting process is successful, it may take a significant amount of time during which the original number may be unusable. c) Customers who lose the use of their original phone number may miss calls that could pertain to health, family, financial and other critical issues. Customer's who request Number Porting from Bring Communications will not hold Bring liable in any way for losses, damages or inconvenience arising out of failed or delayed Number Porting. Customer hereby assumes all risk associated with Number Porting and accepts full responsibility in the event that a) Number Porting fails and they lose their original phone number or b) if Number Porting is delayed and they lose the use of their original number for any period.

### **PROHIBITED USAGE**

Customer agrees that he/she shall use the Service and any devices provided by Bring for lawful purposes only. Customer agrees not to tamper with the device or Service, including making any effort to avoid paying the agreed upon fees, changing the electronic serial numbers of the devices provided, or resetting such devices without Bring's consent. Customer shall not attempt to hack or otherwise disrupt the Service, or use of the Service for reasons inconsistent with its intended purpose. Customer may not sell or transfer the Service to any other party without Bring's written authorization.

Bring reserves the right to disconnect the Customer's Service if we believe, in our sole discretion, that any of the acts described in the paragraph above have taken place. In the event of such disconnection, Customer will remain responsible for all charges through the end of the active term, plus a Termination Fee as stipulated herein, all of which will be immediately due and payable.

### **OWNERSHIP OF EQUIPMENT**

Customer will assume full ownership of any devices that Bring sells them. Accordingly, Customer will bear all risk in the event of loss, theft or damage to such devices.

### **BILLING AND PAYMENTS**

Customer will be billed monthly for their installation, usage and other applicable fees per the terms herein. Customer may make payments via Paypal, Mastercard, American Express or Visa credit cards. Customer hereby authorizes Bring to make charges to the credit card provided for any fees due per this Agreement. If Customer does not pay their bill, Customer will be liable for any outstanding balance plus reasonable late fees and interest until the balance is paid in full. Once an account becomes more than forty-five (45) days late, Bring may at its sole discretion disconnect the account. In the event of disconnection Customer will be liable for the balance of the monthly payment for the remainder of the active term, plus a Termination Fee per the terms herein. Customer will remain fully liable for any and all costs incurred by Bring to collect such amounts, including but not limited to, collection costs and attorney's fees.

Customer will provide Bring a valid e-mail address that will be used for billing notices and other official correspondences. Bring is not liable if the e-mail address is invalid or becomes invalid or otherwise non-functional. Customer takes full responsibility to pay their bills on time regardless of e-mail functionality. If Customer does not receive a billing e-mail for a given month, Customer shall call, e-mail or otherwise notify Bring that they are not receiving their bills and provide an alternate e-mail address.

Any billing disputes must be made in writing within ten (10) days after receiving your bill, or credit card statement upon which a disputed charge appears. Customer surrenders the right to dispute charges beyond this ten (10) day period. Disputes should be sent via both e-mail and U.S. Mail to the following address:

[help@bringcommunications.com](mailto:help@bringcommunications.com)

Bring Communications  
18375 Ventura Blvd, #512  
Tarzana, CA 91356

#### **DISCONNECTION WITHOUT CUSTOMER CAUSE**

If for any reason Bring disconnects service for reasons that have nothing to do with the specific actions or inactions of the Customer, Customer will only be obligated to pay for the Service up until the time of disconnection. This provision does not include temporary interruptions in Service due to technical issues. Bring Communications is not a part of AT&T, Verizon, Pacific Bell or any other large telephone company; rather, Bring is a small company that is trying to establish itself. As such, Bring may not be successful and may at some point go out of business, in which event customer may be disconnected and lose service. Customer understands and

accepts this possibility and will not hold Bring Communications its management or its owners liable in case of such termination of service.

### **LIMITATION OF LIABILITY**

BRING COMMUNICATIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BRING, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES FROM ANY AND ALL CLAIMS OR DAMAGES. THIS PROVISION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

### **MISCELLANEOUS**

This Agreement shall be governed by the laws of the State of California. Notwithstanding the foregoing, because this Agreement evidences a transaction in interstate commerce, the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provision set forth below.

Any dispute or claim between Customer or any party that uses the Customer's Bring service will be resolved by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place in Los Angeles, California. The arbitrator's decision will be final and binding, subject to the legal limitations imposed upon an arbitrator. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

This Agreement supersedes any prior agreements between Customer and Bring, either verbal or written, including advertisements and Internet promotions. Bring Communications may modify the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on [www.bringcommunications.com](http://www.bringcommunications.com). Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service.

**BRING 17 PROGRAM**

For a limited time and for a limited number of Customers, Bring is offering participation in the "BRING 17 Program" as defined herein. While this program is going on, for each new Customer that claims they were referred by an existing Customer, the existing Customer will receive \$1.00 reduction in their monthly phone bill. The \$1.00 discounts will continue for as long as the referred Customer(s) maintain their accounts in good standing and continues their Service. If a referred Customer cancels their Service or if it terminated or disconnected by Bring, then the \$1.00 discount for that referral will be withdrawn. Bring can limit or completely end this promotion at any time at its sole and absolute discretion.

**PRIVACY**

Bring Service utilizes the Internet and third party networks to transmit voice and other communications. Bring is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy for additional information.

**BY ACTIVATING OR USING THE BRINGPHONE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.**

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Customer

**Version June 1, 2007**