

Terms of Use

VoipEscrow.net Telecommunication Service and Escrow Agreement

THIS ESCROW AND SERVICE AGREEMENT (the "Agreement") is entered into as of (the "Effective Date")

Between

1., a Customer with its principal place of business at , , and
2. VoipEscrow.net with its principal place of business at 601 Main Street, Vancouver, Washington 98661.

These Terms of Use shall serve as an agreement that sets forth the terms and conditions that will govern your use and participation in the transaction management and escrow services provided on and through this Site with VoipEscrow.net. (the "Services"). By electing to utilize the Services and agreeing to the Escrow Agreement, you shall have also indicated your acceptance of these Terms of Use and your intent and agreement to be bound by them. If you are unwilling to agree to these Terms of Use, you shall discontinue further use of the Services. If you agree to these Terms of Use, you will be bound as follows:

1. **Definitions.** In this Agreement, "you" and "your" refer to a User of the Services. The words "we," "our," "us," and "escrow agent" refer to VoipEscrow.net. and its affiliates. "Account" means (i) an account of a Buyer from which payment for the Transaction and related fees will be obtained, or (ii) an account of a Seller to which payment for the Transaction and other payments will be credited. "Agreement" refers to this Agreement, and the then current operating rules contained on the Site and the Escrow Agreement instructions. "Business Days" mean Monday through Friday, except for bank holidays. "Transaction" means a use of the Services by a Seller (or Sellers) and a Buyer (or Buyers) in a single escrow transaction. "Underlying Transaction" means the agreement between a Buyer (or Buyers) and a Seller (or Sellers) for the purchase and sale of one or more goods or services ("Item(s)") in a single transaction. "Transaction Detail Screens" means those screens on the Site where Users provide all requested information in connection with a Transaction. "Escrow Agreement" means the document on the Site that contains the terms agreed upon on the Transaction Detail Screens, as well as the other terms and conditions of the escrow transaction. "User" means a Buyer (or Buyers) and a Seller (or Sellers) participating in a Transaction. "Site" refers to the website for the Services which can be found at <http://www.VoipEscrow.net>.
2. **Description of the Service.** The Services are Internet-based transaction management services performed by VoipEscrow.net. a Delaware Corporation.
3. **Limits on the Services.** The Services are only available for lawful Items and Items not otherwise excluded by Section 4 below. Payments are limited to U.S. dollars. Other limitations on the Services may apply and can be found on the Site or in the Escrow Agreement. Only registered Users may use the Services. In order to register, you must supply all information required on the Site. Applicable state or federal laws and regulations may further limit the Services.
4. **Prohibited Transactions.** Users shall not utilize the Site or the Services in connection with any Underlying Transaction that is illegal or involves any illegal Items, or is for any illegal purpose; involves any obscene material; involves any amunition or firearm; involves pirated software or videos or the item(s) otherwise infringing copyrighted works; involves illegal drugs or controlled substances not covered by a valid prescription; involves real property or any interest in real property, the sale or transfer of liquor licenses, the sale of a business (bulk sale), the transfer of title to a business entity, fund or joint control escrows, mobile homes or manufactured homes or the refinancing of either, reservation deposits of any kind, or promissory notes, mortgages or deeds of trust. In addition, we, in our sole discretion, may refuse to complete any Transaction that we have reason to believe is unauthorized or made by someone other than you, may violate any law, rule, or regulation, or if we have reasonable cause not to honor it. Each User agrees to indemnify and hold us harmless for losses resulting from any use or attempted use of the Services in violation of this Agreement, including costs and attorney fees.
5. **Rejection of Payment.** Since the use of a bank account, credit card or debit card account, or the making of an electronic fund transfer may be limited by your agreement with your financial institution and/or by applicable law, we are not liable to any User if we do not complete a Transaction as a result of any such limit, or if a

financial institution fails to honor any credit or debit to or from an Account. We may post operating rules related to payment on the Site and change such rules from time to time.

6. **General Conditions of Use.** If you arrive at the Site through entities linked and/or integrated with us or otherwise by or through a third party (e.g., an auction, exchange, or Internet-based intermediary that hosts electronic marketplaces and mediates transactions among businesses), then you authorize such third party to transfer relevant data to us to facilitate the Transaction. You represent and warrant that all information you provide to us or to such third party will be true, accurate and complete. The party entering into this Agreement on behalf of any User represents and warrants that he/she is authorized to do so and to bind the User and is a natural person of at least eighteen (18) years of age. In order to initiate and commence a Transaction, all Users to a Transaction must register at the Site, agree to all terms on the Transaction Detail Screens and agree to the Escrow Agreement.

7. **Obligations of Sellers.** On the Transaction Detail Screens, each Seller to a Transaction must designate an Account to which payment for the Transaction will be made. Each Seller authorizes VoipEscrow.net. and its authorized agents to initiate credit entries to such seller's Account for payment of the purchase price, or applicable balance due, and to debit Seller's Account to discharge Seller's obligations. Each Seller in a Transaction shall deliver the Items set forth in Transaction Detail Screens directly to the Buyer (or Buyers), at the address specified by such buyer as shown on the VoipEscrow.net website and on the terms and conditions set forth in the Escrow Instructions. Seller shall use a delivery service that provides a confirmation of delivery and Seller shall provide us with a tracking or reference number for the shipment of the goods. Seller gives us permission to act as its agent in communicating with the shipping Buyer regarding the delivery of the goods. In the event we do not receive notice of shipment from seller within ten (10) calendar days of notification from us to ship the Items, Seller authorizes us to return the escrowed funds (excluding our fees) to buyer. In the event of a return of the Items by Buyer, Seller shall notify us of the receipt of the returned Items. Upon receipt of such notice from Seller, the Seller's inspection five (5) day period shall commence. We shall remit the escrowed funds (excluding our fees) to Buyer, in the event Seller accepts the returned Items within the inspection period or fails to act within the inspection period. If Seller has not received the returned Items by the date specified in the Escrow Agreement or if Seller notifies us of its non-acceptance of any returned Items within the Seller's inspection period, then we will retain the escrow funds pending resolution of the dispute. Notwithstanding anything to the contrary above, if all Users to a Transaction agree on the Transaction Detail Screens that there is no shipping required, then no party hereto will have any obligation under this Agreement with respect to shipping.

8. **Obligations of Buyers.** On the Transaction Detail Screens, Buyer must designate a payment mechanism and an Account from which the purchase price and related fees (unless such fees are to be paid by Seller) will be obtained for the deposit into escrow. Buyer may remit the necessary funds by corporate credit card, charge card, debit card or purchasing card, check, cashier's check, money order, wire transfer or ACH transfer. In the case of wire transfers or ACH transfers, Buyer will initiate the wire or ACH credit entry to an account designated by VoipEscrow.net. on or before the date set forth in the Transaction Detail Screens. Regardless of the payment method, Buyer authorizes us and our authorized agents to initiate credit or debit transactions, as applicable, to obtain the purchase price and fees due for a Transaction and to initiate any debit or credit entries or reversals, as the case may be, as may be necessary to correct any error in a payment or transfer and to discharge Buyer's obligations under Section 22 of this Agreement. We will deposit funds received from buyer into an escrow trust account maintained by VoipEscrow.net. (the "Escrow Account"). Unless otherwise requested as specified in the sentence following. If you anticipate an extended closing of the Transaction, then you may request and approve an instruction to have us place buyer's funds into an interest bearing account for benefit of Buyer or Seller. If interest is to accrue to the benefit of the Seller, then both Buyer and Seller must request and approve the establishment of the interest bearing account. If this request is made, then we will charge the account of the party to whom the interest accrues an additional nonrefundable service charge of \$50.00. If Buyer and Seller do not request for and pay for the establishment of an interest bearing account, then the escrowed deposits will earn interest for VoipEscrow.net. as an additional fee for services. Buyer shall notify us of the receipt or non-receipt of the Item(s) on or before the date specified in the Transaction Detail Screens and of Buyer's acceptance or rejection of the Item(s) on or before the date specified in the Escrow Agreement by clicking the appropriate button on the Site each time Buyer is requested to do so. Upon receipt of notice from Buyer that the Items have been received and accepted and confirmation of the notice by clicking again when asked, we shall transfer the payment amount (less any amount payable to us for our fees) to Seller's Account. Transfer to a Seller generally will be initiated within five calendar days from the day on which notice of acceptance of the Items is received from the Buyer. If Buyer has not notified us of the non-receipt or rejection of the Items on or before the dates specified in the Escrow Agreement, then Buyer authorizes us to remit the

escrowed funds (excluding our fees) to the Seller. Buyer shall follow the procedures set forth on the Site in the event the Items are rejected.

9. **Our Responsibilities.** We are obligated to perform only those duties expressly described in this Agreement. We shall not be liable for any error in judgment, for any act taken or not taken, or for any mistake of fact or law, except for gross negligence or willful misconduct (subject to the limitations in Section 17 below). We may rely upon any notice, demand, request, letter, certificate, agreement or any other document which purports to have been transmitted or signed by or on behalf of a User indicated as the sender or signatory thereof and shall have no duty to make any inquiry or investigation. In the event that we are uncertain as to our duties or rights under this Agreement, receive any instruction, demand or notice from any User or financial institution which, in our opinion, is in conflict with any of the provisions of this Agreement, or any dispute arises with respect to this Agreement or the escrowed funds, we may (i) consult with counsel of our choice (including our own attorneys) and any actions taken or not taken based upon advice of counsel shall be deemed consented to by you, or (ii) refrain from taking any action other than to retain the funds we may hold in escrow for delivery in accordance with the written agreement of the Users or a final, non-appealable judgment of a court of competent jurisdiction, or (iii) discharge our duties under this Agreement by depositing all funds with a court of competent jurisdiction in Hillsborough County Florida. VoipEscrow.net. may, at any time, give notice of its intent to resign as escrow agent. If, within thirty (30) days of such notice, we have not received notice from all Users in a Transaction that they have designated a substitute escrow agent (which notice shall identify the substitute escrow agent), we may discharge our duties under this Agreement by depositing all escrowed funds with a court of competent jurisdiction in Hillsborough County, Florida. If an alternate escrow agent is so designated, we shall be discharged from our duties under this Agreement and the Escrow Instructions by delivering all escrowed funds to such person or entity. Upon payment of the escrow funds pursuant to this Agreement, we shall be fully released from any and all liability and obligations with respect to the escrow funds and the Transaction.
10. **Canceling A Transaction.** If a Transaction cannot be completed for any reason, such as because a Seller has failed to provide us with a tracking or reference number or has failed to deliver the Items because the escrow funds or our fee has not been received or an Account cannot be debited or credited as provided in this Agreement, we will notify each User in such Transaction by e-mail, to the e-mail address each has provided to us. In our sole discretion, we may cancel any Transaction if each User to a Transaction fails to agree on the terms as required in the Transaction Details Screens by clicking the "Agree" button as requested on the web site. You may cancel a Transaction as provided in this Agreement, on the web site or in the Escrow Instructions.
11. **In Case of Questions about the Services.** You may inquire about payments made through the Service by calling the number which appears on the web site or by filling out the customer service form. You agree to call or send an email as soon as possible, but no later than forty-eight hours after you knew or should have known about an error, if you believe an error has been made or there has been any unauthorized use of your Account or the Services. When you contact us, please be prepared to provide your name, our reference number and your escrow account number.
12. **Statements, Verification.** You agree that all disclosures and communications regarding this Agreement and the Service may be made by email or on the web site. Any electronic disclosure or communication we make will be considered made when it is posted to the web site or sent to you.
13. **Digital Identification.** You understand and agree that we create, issue and verify a digital identification (a "Digital ID") for each User. This Digital ID is attached to each accepted electronic document and notification emails. You agree that your Digital ID is a valid "Electronic Signature" as defined under the applicable laws of the State of Florida.
14. **Fees.** Unless otherwise agreed upon by each User in a Transaction, Buyer agrees to pay the fees for the Services that are disclosed on the Site at the time the completed Escrow Agreement is agreed to by all such Users, as well as any other fees, including, without limitation, third party service fees (e.g., shipping, appraisal, inspection, etc.). Once paid, our fees are nonrefundable. Our fees may change from time to time in our absolute and sole discretion. We are not responsible for payment of any sales, use, personal property or other governmental tax or levy imposed on any Items purchased or sold through the Services or otherwise arising from the Transaction.
15. **Security.** We use secure sockets layer ("SSL"), a security protocol that provides data encryption, server authentication, and message integrity for connections to the Internet, to ensure that the data you provide us is

not transmitted over the Internet unencrypted and cannot be viewed by unauthorized individuals. We have also implemented a security system requiring a user ID and a password to access your Transactions on the Site. You agree not to give your password to any other person or entity and to protect it from being used or discovered by anyone else.

16. It is the seller's responsibility to make sure that only the appropriate codes are entered in the country code / prefix field.

It is the seller's responsibility to make sure that their system has the ability to block all codes that are not included in the current transaction.

It is the seller's and buyer's responsibility to review the CDR periodically to ensure the correct codes are dialed and used.

Please review carefully the numbers/digits located in the country codes and prefixes field before agreeing to the transaction.

Example 1: You are selling a US Route and only entered "1" in the country code field. Our system will dial "1" plus any digits after "1". This includes more expensive destinations that are also start with "1". In this case, your GW must have the ability to block all non US code for this transaction.

Example 2: Proper routes are usually cheaper than mobile route. When selling proper route, please make sure of the following:

- a. Make sure only proper prefixes are in the country code field.
- b. Or have your GW block all other non-proper codes going to your GW.
- c. Or block all mobile codes.

17. **Disclaimers.** You expressly agree that your use of the Services is at your sole risk. The Services are provided on a strictly "as is" and "as available" basis. WE MAKE NO WARRANTY WITH REGARD TO THE UNDERLYING TRANSACTION, ANY ITEMS OBTAINED BY YOU THROUGH THE USE OF THE SITE OR THE SERVICES, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE.

We expressly disclaim any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We shall not be liable or responsible for those guarantees, warranties and representations, if any, offered by any seller of Items. No advice or information, whether oral or written, obtained by you from us or through these services shall create any warranty not expressly made herein.

You acknowledge and agree that we do not endorse the website of any third party, or assume responsibility or liability for the accuracy of any material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby. In no event will we be liable for any act or omission of any third party, including, but not limited to, your financial institution, any payment system, any third party service provider, any provider of telecommunications services, Internet access or computer equipment or software, any mail or delivery service or any payment or clearing house system or for any circumstances beyond our control (including but not limited to, fire, flood or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

18. **Limitation of Liability.** NEITHER WE, NOR OUR AGENTS OR EMPLOYEES, SHALL BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RELATING TO YOUR USE OF THE SITE OR THE SERVICES OR YOUR INABILITY TO USE THE SITE OR THE SERVICES. **SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

19. **Termination of Services.** We may suspend or terminate your use of the Services at any time, without notice for any reason, in our sole discretion. Except as warranted by risk to the security, privacy or integrity of the Services, we will attempt to provide you with prior notice of the suspension or termination of the Services by sending you an e-mail, but we are not obligated to do so. You shall remain liable for all Transactions you initiate through the Services prior to such termination, and the performance of your obligations, including but not limited

to, the delivery of the Items and the payment of all amounts you owe prior to termination or discontinuation of your use of the Services. You agree to pay all costs and expenses (including reasonable attorneys' fees) that we may incur in order to collect any amounts you owe under this Agreement or the Escrow Instructions.

20. **Non-Transferability of the Services.** You may not assign this Agreement or the Escrow Instructions to any other person or entity. Your right to use the Services shall not be sold or transferred to any other person or entity without our prior written consent. We may assign this Agreement upon notice to you. Any assignment or transfer in violation of this provision shall be null and void.
21. **Modifications.** We reserve the right to change this Agreement, or any portion of it, at any time, without prior notice, provided that no such change will apply to a Transaction once the Users to such Transaction have agreed to the Escrow Agreement. You understand that the most recent version of this Agreement will be located on the Site.
22. **Notices.** Notices from us to you may be given by e-mail, regular mail or by general posting on the web site VoipEscrow.net. You may contact us by filling out the customer support form or by regular mail to VoipEscrow.net. 601 Main Street, Vancouver, Washington 98661.
23. **Indemnification.** You agree to indemnify and hold us, our agents and employees, our affiliates and their respective officers, directors, shareholders, employees and assigns, harmless from any claim, demand, expense or damage, including reasonable attorneys' fees and court costs, arising from or relating to your use of these services or any violation of this Agreement, the rules contained on the web site or the Escrow Agreement, including, without limitation, payment of our fees and any charge backs from a card organization or reversal or nonpayment of any credit or debit entry.
24. **Miscellaneous.** In the event of any dispute, claim, question, or disagreement arising from or relating to, this Agreement or to the Underlying Transaction, or breach of any of them, you agree to resolve such dispute in the manner set forth in the Escrow Agreement.

This Agreement shall be governed by the laws of the State of Washington. This Agreement constitutes the entire agreement between us and you relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, communications and/or advertising with respect to such subject matter. If there is a conflict between the terms and conditions of this Agreement, the rules contained on the Site and/or the Escrow Agreement, then the conflicting terms set forth in the Escrow Agreement, this Agreement and the rules contained on the Site shall control in that order.

If any provision of this Agreement is held to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and the other provisions shall remain in full force and effect. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

We may assign this Agreement to any current or future affiliated Buyer and to any successor in interest. We also may delegate certain of our rights and responsibilities under the Agreement to independent contractors or other third parties.

If you are a registered User of the Site, then each time you request the services will constitute your agreement to these Terms of Use, as amended from time to time in our sole discretion, and evidence that you read, understood and accepted the then applicable Terms of Use.

The Terms of this use constitute your agreement that the proper venue for any claim brought against us shall be Clark County, Washington, and the parties hereto consent to binding arbitration conducted by the American Arbitration Association, and governed under their rules and procedures.

Date

Company Name

Address:

Country/ City/ State/ Zipcode

Tax ID

Telephone #:

Fax #:

Authorized Signer/ Title

Signature

<p>VoipEscrow, Inc. 610 SW Broadway, Suite 405 Portland, Oregon 97205 Telephone: 503-914-6206</p> <p>_____</p> <p>Authorized Signer/ Title</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p>
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