

Dymin Systems Inc. Terms and Conditions of Service

This agreement ("Agreement") is between Dymin Systems Inc. and an end user ("End User") of the Dymin Systems Inc. VoIP Voice Service. Any Dymin Systems Inc. services or products ("Services") provided to End User shall be governed by the terms and conditions herein. By activating the Services, End User acknowledges receiving, reading and understanding this Agreement and accepts the terms and conditions herein. End User acknowledges that they are of legal age to enter into this Agreement.

1. TERMS AND CONDITIONS. The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by End User, including, without limitation, purchase orders and specifications. Any additional, different, or conflicting terms and conditions on any such document issues by end user at any time are hereby objected to by Dymin Systems Inc., and any such documents shall be wholly inapplicable to any sale made or service rendered hereunder and shall not be binding in any way on Dymin Systems Inc. No waiver or amendment to this contract or these terms and conditions shall be binding on Dymin Systems Inc. unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of Dymin Systems Inc.

2. TERM. The term of this Agreement ("Term") begins on the date that End User purchases Services and continues monthly, beginning at the 1st of each month for the duration of the service period which expires at the end of each calendar month. At the end of the current Term, the Term is automatically renewed unless End User provides Dymin Systems Inc., prior to the end of the current Term, notification of intention to terminate the service. End User agrees to pay for Services for the duration of the Term. Expiration of the Term does not alleviate End User of responsibility for paying all unpaid, accrued charges due hereunder. For End Users who choose to rent equipment, if the End User chooses to terminate the Services before the end of the current rental term, disconnection fees may apply.

3. VOIP 911 SERVICES NOTICE:

Customer understands, acknowledges, and accepts the following:

a. 911. End User acknowledges that Dymin Systems Inc.'s Services do not support traditional 911 emergency dialing, whereby calls are automatically routed to an emergency 911 operator with the caller address appearing on the operator's computer. Dymin Systems Inc. does offer E911 services as mandated by the FCC in which end user 911 dialed calls are routed to the nearest Public Safety Answering Point office (PSAP). Typically these calls are answered by the front desk of the PSAP and then routed to an emergency operator at that location. However, some PSAP's will not accept calls in this manner. End-User agrees to notify, as appropriate, any of its users of the Services who may place calls using End-User's phone services. Dymin Systems Inc. advises End-User to maintain an alternative means of accessing traditional 911 services such as traditional telephone services or cellular phone services. The Dymin Systems Inc.-provisioned 911 service (the Service) routes VoIP V911 calls via native 911 solution where Dymin Systems Inc.'s backbone provider, Intrado, and or other providers has access to the E911 service infrastructure. Dymin Systems Inc.'s backbone provider must obtain and is diligently pursuing to secure the following from E911 service providers:

- Mechanism to route a VoIP V911 call to an appropriate Selective Router via the PSTN
- Deployment of infrastructure to route VoIP V911 call to an appropriate Selective Router.
- Permission to provision and permission to steer off the regional ALI databases. For regions where the service provides a native 911 solution, the following limitations apply:
 - In the event of an address geo-coding or MSAG validation failure, the error records can not be processed in real-time; commercially reasonable efforts will be made to resolve the records in error. There may be instances that will prevent the correction of errors, causing delays in provisioning the Subscriber's data into the provisioning systems. Addresses in error that can not be resolved will be returned to the Customer for handling individually with the Customer's subscriber.
 - The Service is predicated on using primary wireline PSAP boundaries for routing Services emergency calls to the appropriate PSAP. The primary wireline boundary information is collected and is entered into a database for real-time queries for PSAP boundary lookup. Customer acknowledges that primary wireline PSAP boundary data may not be available for the entire United States and that this 911 service is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route a VoIP emergency call. For regions where this Service provides a non-native 911 solution, the following limitations apply:
 - The Service uses wireless PSAP boundaries when a primary wireline PSAP boundary is not available. Therefore, the 24x7 PSAP DN provided to Customer when a Customer VoIP Subscriber places an emergency call may correspond to a PSAP other than the PSAP that would normally receive wireline emergency calls placed from the Subscriber's location.
 - Customer VoIP Subscriber physical service address and call back number will not be presented to the PSAP.
 - In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the Customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled. For emergency call routing using the Emergency Call Routing Center (ECRC) (i) in the event caller cannot speak or identify their address, (ii) data connectivity between the Customer VoIP Subscriber address database and the ECRC is interrupted, and (iii) Customer's NOC cannot provide the Customer End Subscriber's location information, Customer acknowledges that Dymin Systems Inc. or Dymin Systems Inc.'s backbone service provider(s) has no further ability to assist the caller and Customer agrees to indemnify and hold harmless Dymin Systems Inc. from all third party claims arising from such circumstances. Although subject to change, Intrado, Inc. is currently our 911 backbone service provider.

b. Outages due to Electrical, Internet or other General Failures. End-User acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VOIP network. End-User acknowledges that the Services will not function if there is an interruption of End-User's broadband or high-speed Internet access service.

c. Non-Voice Systems. End-User acknowledges that the Services are not set up to function with non-voice systems including but not limited to security systems, fire alarms, credit card terminals, medical monitoring equipment, satellite television systems, and some facsimile systems. By consenting to these terms and conditions, End-User waives any claim against Dymin Systems Inc. for interruption or disruption of such systems by the Services.

4. EQUIPMENT. 1. To provide the Services, Dymin Systems Inc. may provide Equipment to EndUser. All Equipment shipments are F.O.B. "Dymin Systems Inc.'s facility. "Dymin Systems Inc.'s liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to End User upon delivery to carrier. End User will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Service. End User shall be required to obtain authorization from Dymin Systems Inc. to return any Equipment. Dymin Systems Inc. will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. Dymin Systems Inc. will not cover replacement for lost, stolen, mistreated or modified equipment. Equipment returned by End User that is not covered under warranty may be refused by Dymin Systems Inc., and End User will be responsible to pay return shipping charges.

5. BILLING, CHARGES AND PAYMENT.

a. CREDIT TERMS. All Services provided to End User and covered by the Agreement shall at all times be subjected to credit approval or review by Dymin Systems Inc.. End User will provide such credit information or assurance as is requested by Dymin Systems Inc. at any time. Dymin Systems Inc., in its sole discretion and judgment, may discontinue credit at any time without notice.

b. BILLING. Dymin Systems Inc. will provide End User with a monthly invoice for the Services and bill all charges to the user via monthly invoices and statements. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. Dymin Systems Inc. reserves the right to charge the Credit Card for toll charges at any time if End User's cumulative toll charges for the current month exceed seven hundred fifty dollars (\$750.00). Billing for monthly service fees commences upon purchase of the Services, and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated. Thereafter, billing for monthly phone services will occur in advance of the month the Services are provided, whereas billing for any toll or long-distance charges will occur in arrears.

c. LATE/NON-PAYMENT. If any charges for the Services are due but unpaid for any reason, Dymin Systems Inc. may suspend or terminate the Services and all accrued charges shall be immediately due. Dymin Systems Inc. will charge End User interest (2.0% per month) on those charges. If End User fails to pay Dymin Systems Inc. within 60 days of billing date, Dymin Systems Inc. has the right to disconnect the Services with with 15 day notice and/or send to collection. Upon disconnect, End User agrees to immediately pay all amounts owed to Dymin Systems Inc.. Re-establishment of Service fees of \$50.00 and a penalty of \$25 apply to ALL disconnected accounts. Upon disconnect, a valid credit or debit card will be required to reinstate service. If payment is not made in full within 60 days, Dymin Systems Inc. has the right to repossess the End User unit, phones, servers or any other equipment relating to their VOIP phone system to offset monies owed without liability for damage or trespass.

d. TAXES. Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by End User and will be added to any amounts otherwise charged to End User unless End User provides Dymin Systems Inc. with an appropriate exemption certificate. If any amounts paid for the Services are refunded by Dymin Systems Inc., applicable taxes may not be refundable. At the present time, under the terms of "Dymin Systems Inc.'s VoIP phone service, federal excise taxes are applicable, as are sales taxes on the ATA should End User choose to purchase.

e. CREDITS. End User acknowledges and agrees that the Services are provided "as is, where is." Credit allowances are under the sole discretion of Dymin Systems Inc..

f. DISCOUNTS. From time to time in its sole discretion, Dymin Systems Inc. may offer promotions or discounts of setup or other fees. End User shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service.

g. BILLING DISPUTES. End User must dispute any charges for the Services within thirty (30) days of receipt of the monthly on-line invoice or End User waives any objection.

6. TOLLS. Every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then-applicable toll charges that are associated with the Plan. Every call to or from Equipment using the Services that originates or terminates with a SIP service provider that is not affiliated or associated with Dymin Systems Inc. will also count as PSTN minutes and be subject to the then-applicable toll charges that are associated with the Plan. Domestic long distance calls are billed in 1 (1) second increments. Calls to a phone number outside the United States and Canada to a non-Dymin Systems Inc. account or IP partner will be charged at the current rates published on the Dymin Systems Inc. website. The duration of each call from the US to international destination is to be calculated in six (6) second increments after a thirty (30) second minimum. Calls to Mexico are rounded to the minute.

7. TELEPHONE NUMBER. Telephone numbers provided by Dymin Systems Inc. ("Number") to the End User shall be leased and not sold. End User is not to use the Number with any other device other than the Equipment without the express written permission of Dymin Systems Inc. Dymin Systems Inc. reserves the right to change, cancel or move the Number at its sole discretion. If, however, the End User chooses to 'port' their existing phone number into the Dymin Systems Inc. VoIP service, the End User shall also be able to 'port' the number out of the Dymin Systems Inc. network upon termination of service if the End User has maintained an account in good standing with Dymin Systems Inc..

8. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. End User shall not modify any/all Equipment provided by Dymin Systems Inc for the users VOIP telephone system in any way without the express written permission of Dymin Systems Inc. End User shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, End User is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. End User shall immediately notify Dymin Systems Inc. of any lost or stolen Equipment and shall cooperate with Dymin Systems Inc. in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At Dymin Systems Inc.'s sole option, failure to report lost or stolen equipment in a timely manner will cause End User to be responsible for all service fees accrued until the time that Dymin Systems Inc. is informed of the loss or theft and can effect a termination of the Services.

9. PROHIBITED USES. Any use of the Services or any other action that causes a disruption in the network integrity of Dymin Systems Inc. or its vendors, whether directly or indirectly, is strictly prohibited and could result in immediate termination of the Services. End User understands that neither Dymin Systems Inc. nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. End User agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. End User agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of Dymin Systems Inc. Use of service shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential or small business usage.

10. UNLIMITED MINUTE USAGE PLANS; CHANGES TO THE AGREEMENT, SERVICES OR PLAN. Dymin Systems Inc. reserves the right to review usage of unlimited minute usage plans to ensure that there is no end-user abuse of such plans. End-user agrees to use unlimited minute plans for normal voice calls and will not employ methods or devices to take advantage of unlimited plans by using service excessively or for means not intended by Dymin Systems Inc. Dymin Systems Inc. may terminate service immediately if, in its sole discretion, end-user is abusively using the unlimited minute plan. Dymin Systems Inc. reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan ("Change of Service"). In the event of a Change of Service, Dymin Systems Inc. will post to the website currently located at <http://www.dyminsystems.com> and send written notice with the monthly billing statement prior to the changes. Notice on the website will be considered received by End Users and such changes will become binding to End Users, on the date the changes are posted to the website ("Change Date"), and no additional notice will be required. Dymin Systems Inc. will post all changes thirty (30) days in advance of the effective date of change. If End User does not send Dymin Systems Inc. notification of their desire to terminate this agreement or uses the Service after the Change Date, End User is deemed to have accepted and consented to the change of terms and conditions of the Service. If End User does not consent to the change of service and terminates this agreement, End User will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee. End User may request a Plan change at anytime, subject to any applicable change of service fee and additional terms and conditions. In no case will an activation fee be credited after thirty (30) days from the initial purchase of the Services for a Plan change or cancellation. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply. Dymin Systems Inc. may decrease prices for the Services or Plans without providing any prior notice to End User.

11. TERMINATION. End User agrees to provide Dymin Systems Inc. with thirty (30) days notice of termination. End User shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to Dymin Systems Inc. Dymin Systems Inc. reserves the right, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, misuse of the Services in any way, End User's breach of this Agreement, End User's failure to pay any sum due hereunder, suspected fraud or other activity by End User that adversely affects the Services, Dymin Systems Inc., "Dymin Systems Inc.'s network or other End Users' use of the Services. Dymin Systems Inc. reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and End User agrees that "Dymin Systems Inc.'s determination is final and binding on End User. Dymin Systems Inc. may require a setup fee to change or resume a terminated or suspended account.

12. PRIVACY. Dymin Systems Inc. utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, Dymin Systems Inc. cannot guarantee the security of voice and video communications of End User. Dymin Systems Inc. is committed to respecting End User's privacy. Once End User chooses to provide personally identifiable information, it will only be used in the context of the End User's relationship with Dymin Systems Inc. Dymin Systems Inc. will not sell, rent, or lease End Users' personally identifiable information to others. Unless required by law or subpoena or if End User's prior permission is obtained, Dymin Systems Inc. will only share the personal data End User provides with other Dymin Systems Inc. entities and/or business partners that are acting on "Dymin Systems Inc.'s behalf to

complete the activities described herein. Such Dymin Systems Inc. entities and/or national or international business partners are governed by "Dymin Systems Inc.'s privacy policies with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Dymin Systems Inc. may disclose personally identifiable information.

13. TECHNICAL SUPPORT. Dymin Systems Inc. provides technical support to End Users via telephone and e-mail for the Services and the Equipment provided. Support for other applications and uses is not provided or implied.

14. BREACH. In the event of End User's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, End User shall reimburse Dymin Systems Inc. for all attorney, court, collection and other costs incurred by Dymin Systems Inc. in the enforcement of "Dymin Systems Inc.'s rights hereunder and Dymin Systems Inc. may keep any deposits or other payments made by End User.

15. INDEMNIFICATION. End User agrees to defend, indemnify and hold Dymin Systems Inc., its affiliates and its vendors harmless from any claims or damages relating to this Agreement, caused by End User's negligence.

16. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall Dymin Systems Inc. or its vendors be liable for any special, incidental, indirect, punitive 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 services or products provided hereunder whether due to a breach of contract, breach of warranty, the negligence of Dymin Systems Inc. or its vendors or otherwise.

17. WARRANTY AND LIABILITY LIMITATIONS. Dymin Systems Inc. makes no warranties, express or implied, including, but not limited to, and implied warranties of merchantability or fitness for a particular purpose. Neither Dymin Systems Inc. nor its vendors will be liable for unauthorized access to "Dymin Systems Inc.'s or end user's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of end user'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 "Dymin Systems Inc.'s or its vendors' negligence. Any claim against Dymin Systems Inc. must be made within 90 days of the event of the claim and Dymin Systems Inc. has no liability thereafter. "Dymin Systems Inc.'s liability is limited to repair, replacement, credit or refund. Dymin Systems Inc. may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than Dymin Systems Inc. In no event shall "Dymin Systems Inc.'s total liability hereunder exceed the amounts paid by the end user to Dymin Systems Inc. in the prior twelve (12) months from the date of claim.

18. EXPORT COMPLIANCE. End User agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. End User agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.

19. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE. Upon expiration, cancellation or termination of the Services, End User shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to End User by Dymin Systems Inc. or its vendors.

20. SOFTWARE COPYRIGHT. Any software used by Dymin Systems Inc. to provide the Services and any software provided to End User in conjunction with providing the Services are protected by copyright law and international treaty provisions. End User may not copy the software or any portion of it.

21. SURVIVAL. The provisions of section 4, 5, 14, 15, 16, 17 and 21 shall survive any termination of the Agreement.

22. NOTICES. Dymin Systems Inc. communicates with End Users primarily via email. Notices to End User shall be sent to the email address specified by End User at the time of registration for the Services or as subsequently specified by End User ("Email Address"). End User is responsible for notifying Dymin Systems Inc. of any Email Address changes. End User agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that End User read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.

23. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL). Dymin Systems Inc. shall not be liable for any delay in performance, or loss of service directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of Dymin Systems Inc. as may occur in spite of "Dymin Systems Inc.'s best efforts.

24. GOVERNING LAW / RESOLUTION OF DISPUTES. a. Mandatory Arbitration. Any dispute or claim between End User and Dymin Systems Inc. arising out of or relating to the Service or Equipment 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 arbitration shall take place in Polk County, Iowa and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, 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 any class action of any kind in court or in 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. b. Governing Law. The Agreement and the relationship between you and Dymin Systems Inc. shall be governed by the laws of the State of Iowa without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 25.1, End User and Dymin Systems Inc. agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Iowa, to the extent possible in Polk County, and waive any objection as to venue or inconvenient forum. The failure of Dymin Systems Inc. to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. End User agrees 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.

25. ENTIRE AGREEMENT. The terms and conditions of this Agreement constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of Dymin Systems Inc. and End User.

Authorized Person Printed Name: _____

Company Name(if applicable): _____

Primary Service Address: _____

City _____ State: _____ Zip Code: _____

Primary Telephone Number: () - _____ - _____

Signed: _____ Date: _____