

USTelekom Voip Service Term And Conditions

WITH THIS AGREEMENT BETWEEN THE USTELEKOM VOIP SERVICE AND THE UNDERSIGNED CUSTOMER, YOU HEREBY GIVE YOUR CONSENT TO BE BOUND BY THE POLICIES, TERMS AND CONDITIONS GIVEN BELOW.

1. INTRODUCTION.

The operating rules, price change procedures, policies and other documentations in regards to the USTelekom VOIP Service Agreement, as hereby agreed to by the Undersigned party as referred to be the “customer”, “you” or “user” and the Service Provider Company referred to as “USTelekom”, “we” or “us” shall overrule all other documentations done formerly. These shall constitute all that which would be published and signed by both the parties. Let this be clear that USTelekom refers to all its predecessors, employees, agents, affiliates, subsidiaries, attorneys and other service providers who offer devices or services under our name shall be a part of this agreement.

2. DEFINITION OF SERVICE.

Enhanced voice communication service is what defines USTELEKOM services and products. These function through data networks or the internet to channelize voice that have been modified into network packets. This deed uses term “service” which describes USTELEKOM’s broadband phone service to be provided with complete software programs, equipments and other services and products offered by USTELEKOM according to the price procedures that have chosen by you. This deed contains that USTELEKOM shall provide telephone adapter instrument along with ethernet cable.

3. REVISIONS TO TERMS AND PRICING.

We have right to change the terms and conditions from those as described in this deed and also pricing of the provided service are subject to change. Changing notification of deed will be published on USTELEKOM website. If you do not agree with this change, you have to the right to deactivate the service instantly. Procedure for deactivation is given in this deed. After

revision your continuation in hiring our services shall mean that you accept and agree to entire changes.

4. CUSTOMER REPRESENTATIONS. You have to provide your primary residence or business address which must be in the United States. You must be at least eighteen (18) years of age or of an age of maturity according to the native country. You must own the lawful right and ability to sign this deed. You have to show your true and correct name, user name, contact information and registered position. But if you want the service for business use, you are expected to act on behalf of your company. If you provide any wrong information to USTELEKOM then it may affect on service provision and add to the reason of delivery delays. For the deactivation or in case of failure of your Service dial 911 that will provide personnel emergency service. You have to quickly inform USTELEKOM whenever you change your personal and billing details (like your name, address, telephone number, credit card number). You accept that you are financially liable for the use of service by you as well as by others.

5. USE OF SERVICE AND DEVICE

5.1. We have a special Business Plan Service that is provided to you just for business purpose, for your business and home office use. This implies that we have your consent not to use it for any personal, residential, non business and non commercial intention. This also implies that you are not supposed to start a business with our service. You cannot resell it and forward it on charge to any other person for any reason. You shall require a written permit from USTELEKOM in advance for such purposes. USTELEKOM holds the right to instantly deactivate services, change and modify the calling plan and Service, if you are using the Service for non professional and non business purpose.

5.2 Residential Plans. We also have residential plans. If you desire it, we shall provide you the Service with device only for residential use. USTELEKOM holds the right to instantly deactivate services, change and modify the calling plan and Service, if the Service are found to be used for non-residential purposes.

5.3 User Responsibility. You accept that you are liable for all activities related to your account. That means you are taking full responsibility of your actions or the actions of any person who uses the Service through your account along with your permission or not. You acknowledge that USTELEKOM will be sending you information, like Password, through e-mail. The Internet is an insecure network and third parties may be able to access your account and misuse it or corrupt the information or telephone call and make a damage. For keeping your Service secure, you should make your User IDs and Passwords confidential, as well as the media access control (MAC) address of the Adapter. The MAC address is an essential part of information used by USTELEKOM for purposes of verifying consumer calls and should not be shared.

5.4 Use of Service and Device by Customers Outside the United States.

Although USTELEKOM promotes use of the Service in the United States to other countries, but currently USTELEKOM does not support the Service to customers located in any other countries except the United States. USTELEKOM Services are only for those; who belongs to the United States or have business address is in the United States. USTELEKOM Services are outlined to work broadly with high-speed internet connections. Yet, if you are using it from outside the United States the high-speed internet connection will not support your ISP and places restrictions on the usage of VoIP services.

6. LOCAL NUMBER PORTABILITY. If you are transferring your current phone number that is subscribed to you now or you want to change it or transfer the service to another provider, the given below terms and conditions applicable:

6.1 Authorization. You are authorizing USTELEKOM to continue your order for the Service and to notify your local service provider of your decision to move your local services to USTELEKOM and you represent that you are liable for this deal. For completion of letter of authorization, you must provide a copy of your latest bill from your service provider, as well as give us all details which was asked by your service provider to set down your number. If any information is not provided which was required by USTELEKOM, that may cause of delaying in setting down the number. USTELEKOM is not liable for any delay in the setting down of your number and will not provide credit for any such delays.

6.2 Activation. You accept and admit that you shall have updated installing and activation of equipment before the date on which number switch becomes effective (“Port Effective Date”). You have to provide us a temporary telephone number until your transfer is completed. You may place and receive calls along with a temporary number for such time being as your phone number is transferred.

6.3 Limitation. USTELEKOM reserves the right to decline the import of a number in case it does not have the infrastructure to support the number.

7. SERVICE DISTINCTIONS. This service is not a telephone service and the customer should understand that we are putting in many efforts to make this service much more convenient for our clients. Major distinctions prevail between a regular telephone service and the enhanced Service we offer to you at USTELEKOM . Our service treatment is subject to different policies are that may limit or otherwise influence your regular telecom rights before Federal and State telecommunications regulatory agencies or judicial forums. Out of control situations such as power outages, your underlying ISP, fluctuations in the internet or broadband disruptions may influence our service. We promise to assist you in any trouble as much as in our power.

EMERGENCY SERVICES - 911 DIALING

You accept and understand that USTELEKOM 911 dialing is not like any other former 911 service. View complete 911 revelation posted on our Web site at www.USTELEKOM.com.

YOUR SERVICE WILL NOT BE ACTIVATED UNLESS USTELEKOM RECEIVES AN RECOGNITION THAT YOU HAVE READ AND AGREE WITH USTELEKOM 911 REVELATION DEED.

7.2. No 0+ or Operator Assisted Calling; May Not Support X11 Calling.

You acknowledge that there is no access provided for operator assisted calling or 0+ also without any restriction, billing calls of third party, call collecting, 900 calling card or calls which are dial-around. There is no access provided to 511, 311 or x11 services in more than one area where services are served.

7.3. No Directory Listing.

There shall be no listing of your assigned numbers in the local or any other telephone directory. Although once you have transferred from the local directory may be expected as listed.

7.4. Incompatibility with Other Services.

7.4.1. Non-Voice Equipment Limitations. You accept and agree that the Service is adverse to all non-voice communication equipments. This is an exception to some home and office security systems that are established just to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By agreeing to this Agreement, you cannot make any claim against USTELEKOM for interference with or disturbance of such systems due to the Service.

7.4.2. Certain Broadband, Cable Modem, and Other Services. There may exist any incompatibility issue within our service when used along with other service providers. Some providers of broadband service may offer modems could restrict or cause hurdles in using the Service. We do not guarantee that our Service will be compatible with all broadband services and verbalize disclaim to any express or implied warranties considering the compatibility of the Service with any other broadband service.

7.5 Use Outside of the United States. As formerly posted that we have limitations with the Service's access to 911. Emergency services in any country outside of the United States is not accessible. USTELEKOM reserves the right to disclaim you for not providing access to emergency services in any country other than the United States.

8. LENGTH OF SERVICE

8.1. Service Term. We offer our Service for the period of time for which you have subscribed. Your period starts from the day you first signed up for service as it is called "Subscription Date", or from the day when you complete your payment, whichever is later. The service term does not initiate from the day you got the Equipments device you signed up for or from the first day of usage. We shall provide the Service for the full service period as recorded in the Order.

8.2. Automatic Renewal. USTelekom will renew the Service automatically for the same period from the "Subscription Date" that you initially signed for until you call to terminate your Service before the end of the existing service term. See Termination of Service Section 8.4. The renewal starts on the next day of your period completion. The renewal charges are managed by your payment mode (credit card) on file. If payment is not deposited till your "Subscription Date" for such reasons that credit card is declined or invalid, USTelekom reserves the right to disconnect the service for non-payment issue and continuing recharge the payment method until payment is made.

8.3. Our right to disconnect.

We reserves the right to postpone or disconnect service at any point of term without any prior notice for the reasons of non-payment or illegal and inappropriate usage of the Service.

8.3.1. At the time of disconnection, all due balance shall become payable immediately. We will recover unpaid dues on disconnected accounts and may report these unpaid charges to credit agencies.

8.4. Termination of Service

In order to discontinue the Service, contact our Customer service centre, via email at service@USTelekom.com or by call before the expiry date of the current period of service. Please follow the USTelekom Cancellation plan are given on our Website at USTelekom.com.

DEVICES

9.1. Ownership and Risk of Loss.

You will have to bear all the risk of loss, theft, or damage of the device as you own it, irrespective to the payment system used for services and devices. Minimum Commitment Contracts for services and devices contain early fees for termination. Refund or return money

on defective devices should be reported within 30 day period after that it will not be accepted. For details check Cancellation plan.

9.2. Promotional Devices.

The devices being offered at no charge may be formerly used equipments. If Devices are not given back termination of the Service, charges shall be made payable to the customer. View Cancellation plan for more information.

9.3 Exchange of Defective Devices

Equipments brought from USTELEKOM will be exchange by their valid factory warranties only. USTELEKOM does not provide any additional warranty, or renewal of any warranty made by factories. Before exchanging the device you have to contact USTELEKOM at our website at USTelekom.com, then the company will check out that there is defect exists or not. In case of any defect then you receive an RMA number, which is necessary for exchanging process. You have to ship the instrument to the manufacturer at the address given by USTELEKOM after all process RMA completed. You have to provide instrument within a week after receipt of an RMA to ship the instrument back to the manufacturer at provided address. You have to submit all shipping charges. After the manufacturer has got the instrument, an exchanging instrument will be sent to you. If an advance replacement has given and yet the factory has not got the defective device within 2 weeks or if it was not in an exchangeable position, (original carton, all packing materials and parts in the same condition in which you received them), then you will have to pay for the second device or for the missing parts.

9.4. Receipt of damaged devices. As you get your order and find that packaging or equipment is visibly damaged, you have to report the damage on the freight bill or receipt of the carrier and hold a copy with your. The original carton should also be kept along with all parts and packing materials, in the exact condition in which you received them from the carrier. Then contact our Customer service centre immediately at (-----) for further guidelines.

9.5. Tampering with the Device.

The electronic serial number or equipment identifier of your Device is not allowed to be changed and the factory reset is not to be applied without getting our written permission.

9.6. Prohibited Devices. You are not allowed to use any other devices while using USTELEKOM services.

10. FEES AND CHARGES

10.1. The fees and charges are subject to change as and when thought appropriate by the company. We are continuously posting changes regarding fees and charges on our Web site. From the next day of posting the new charges will be applicable and may be applied to renewal of current services. We may also post offers of some new products and services at special rates. That pricing will not be applicable on the current services terms and it would be only applicable for a limited time period. All prices are subject to change.

10.2. Billing increments. All paying plans are depend on the specific package the customer selected. Please check the Web site for exact paying plans.

10.3. Taxes.

Customer is liable for taxes, and have to pay any applicable federal, district, local or other governmental municipal, sales, excise, use, value-added, Universal Service charges, public utility, personal property, and other fees, taxes and dues which may result from Customer's subscription, payment or usage of the Service or a Device. These charges are duly billed to the customer. If Customer is in any case exempt from all these dues due to any government-issued certificate, USTelekom needs the original copy of it to confirm. Tax exemption will be applicable from the date USTELEKOM gets such certificate. (Address)

10.4. Charges of Directory Calls (411). For each call to USTELEKOM for customer service care you are charged \$1.25.

10.5. Activation Fee. The activation fees and then installation fees is only applicable once and that would be according to the product and plan selection.

10.6 Regulatory Recovery Fee.

A regulatory recovery Fee shall be payable on monthly basis. Those costs are subject to be paid in accordance to the USTELEKOM's compliance with inquiries and obligations imposed by, district, federal, governmental, and municipal lawful billing charges. The charges are not to be considered as a governmental tax or charge. The Regulatory system of Fee is applicable on every phone number subscribed, including virtual numbers and toll free.

10.7 Reinstatement Fee.

Activating deactivated services due to non payment of fees may be payable with a surcharge amount in fee up to \$25.

11. BILLING AND PAYMENT

11.1. Billing. You have to give advance payment for each period of service. If you have chosen a free trial, then we will commence charging you for the Service after the expiration of the free trial period. When you signed up to the Service, you have to provide us with a email address that is valid and billing method (credit card) that we agree upon. We have the authority to reject your billing or payments methods. You have to inform us immediately if your billing procedure terminates, your account closes, your address for billings changes, your email account changes, or your billing method is terminated and replacement due to any theft or loss. All charges, surcharges, taxes and fees other than the usage charges shall be billed to your account in advance for each term of service. We will charge you monthly as soon as the term ends. The user submitted email addresses and residential addresses records shall be used for billing purposes.

11.2. Payment. As you sign up with the Service, you allow us to recover the charges through your billing method. This shall remain applicable until one month after you cancel our right to charge you by your billing method.

11.3. Collection: If we discontinue our services to you, you shall continue to pay all charges due under this deed. These would constitute of the attorney fees, the collection costs and all other due charges that we incur to collect from you without any limitation.

11.4. Notices: It is very important for you to understand that differentiating between debit and credit cards is a tough process; hence you agree that the USTelekom reserves the right of not providing you with an advance 10 days notice prior to any debit from your account.

Although you will receive messages from us in regards to your billing from time to time, still we reserve the right to change or discontinue our correspondence at any time without prior notice.

11.5. Billing Disputes. You have to inform USTELEKOM in written form within one week after getting your credit card statement or from the time funds are debited from your bank account ,if you have any issue regarding the charges on that statement or those which have been debited from your account, or such dispute will be deemed waived.

12. PRICING AND PAYMENT:

12.1. Prices and Fees. USTELEKOM applies charges for the Services that are supplied to you during the process of ordering unless otherwise agreed to by the company. You accept to pay the applicable first and recurring fees. You further accept that any taxes and other surcharges may constitute this billing of account setup fees, Adapter fees, equipment charges, handling & shipping and other dues will be charged to your billing method or credit card. Recurring charges shall be recovered automatically by your credit card on the first day of every time of service period.

12.2. YOU HEREBY GIVE YOUR CONSENT TO US FOR BILLING ALL DUES TO YOUR PROVIDED CREDIT CARD WITHOUT PRIOR NOTICE OR CONSENT OTHER THAN THIS AGREEMENT. You accept to provide us with a valid credit card as a debit card is not accepted. If you have combined credit card/debit card, you hereby allow us to use it as a credit card. You also accept and understand that if you provide us debit card in place of credit card then you indemnify us

for any claims or expenses. We will disconnect the Service if your credit card is declined, or rendered invalid at the time of due charges to be paid, until the dues are recovered.

12.3 Credit Balance Account: Incidental charges coverage shall be recovered from your credit balance account, along with the recovery of the subscription fee. For example, toll free charges, international calls, Directory Assistance calls and taxes related to these calls are duly recovered by your credit balance account. There is credit limit set on your account based upon your service policy and credit history. If the balance of your credit account is more than the credit limit, your account will be deactivated to make further calls until the payments are recovered. You can make payments to minimize your credit balance account at any time by contacting our Customer service center or by email. Any credit balance used as of your signing up renewal or billing cycle will be charged to the credit card on file.

12.4. Discontinuation of Service for Nonpayment: The Service you are using may be disconnected or discontinued at any time without notice, in case if your credit card provider refuse to provide credit to you for any reason, or you fail to inform us with a new credit prior to the existing one expires. If your credit card decline for any cause while applying your order, or any regular or monthly payment process, you shall have to provide USTELEKOM with your new credit card details within 24 hours. In case the problem does not get solved in 48 hours, we will disconnect the service. Also if your credit card is approved within 24 hours, the service plan and billing cycle will remain same. We have the right to change per-minute calling plan at any time. You accept to give all charges owed to USTELECOM, but not limited to the reinstatement fee for the continuation of the service. In the case USTELECOM utilizes a bunch of agencies or resorts for lawful activities to recover monies due, you accept to refund all expenses to us, arise to recover such monies, including attorneys' fees.

12.5 PROMOTIONS: USTELECOM have limited numbers of promotions for your eligibility in a given period. USTELECOM reserves the right to cancel your promotion at any time.

12.6 CANCELLATION POLICY: USTELECOM cancellation details are defined in the Cancellation Policy published at our Web site which is USTELECOM.com. Every cancellation application must be submitted in the form of an email, sent to our website or by calling our Customer service centre and make sure to do that before the expiration of the current service period. View the cancellation policy for more information. Cancellation Policy modifies at any time without notice to you and is effective the next day published to our Web site.

13. ACCEPTABLE USE POLICY: You accept and agree with the USTELECOM Acceptable Use Policy ("AUP") which is published on our Web site which is USTELEKOM.com. AUP modifies at any time without notice to you and is effective the next day published at our Web site.

14. MANAGEMENT OF YOUR DATA AND COMPUTER:

14.1 SYSTEM MANAGEMENT AND SERVICE PERFORMANCE: You are person liable for obtaining, installing, configuring and maintaining suitable instrument, like your computer and telephone and software, adding any necessary system or software updates, patches or other parts which are necessities to access the Service and to operate your computer. USTELECOM will only offer technical assistance with respect to your USTELECOM-provided Adapter.

14.2 MONITORING OF NETWORK PERFORMANCE: USTELECOM service system automatically checks and inspects network performance. Your computers profile and settings and the installation of the Software record information are also in our access to provide customized technical support purpose. Without your permission we will not make any adjustments to your computer settings. You hereby give positive response to USTELECOM for monitoring of your Internet connection and network function, and the access and adjustment of your computer settings.

15. LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY, INDEMNIFICATION

15.1 WARRANTIES:

15.1.1 USTELECOM doesn't imply or express warranty considering to device or service and their installation and refuse to indicate any warranty, also including any sort of marketable warranty

for a specific purpose. USTELECOM does not guarantee the service or device will perform without any failure, delay, error, interruption and loss of content or degradation of voice quality. USTELECOM does not pass anyone, not only its employees, representatives or agents to create any type of warranty on their behalf and you must not believe or depend on this kind of statement. The device is accepted by the customer the way butel there is chance to exchange or repay if it has any fault. This section provision shall be applied to the most extent level of the law, but if any part of this section is defined as not lawful, so this section shall be interrupted to restrict the liability against USTELECOM to the most extent level applicable lawfully.

15.1.2 We will not provide any credit allowances for cutting off USTELEKOM's service while including international calling services.

15.2 LIMITATION OF LIABILITY:

15.2.1 shall USTELEKOM be responsible to you if there is no event, your intention or pass assigns or anyone else for any incidental, direct, indirect, punitive, special, exemplary, or consequential damages, or for damages of loss of data, loss of revenue or profits, regarding to or arising out of the service, the use of or not able to use the service, the non presence, failure or outage of the service, delayed, dial 911 or E911 to access emergency service, fire protection services or law enforcement, the inability to use the device, the installation of device. Neither this agreement nor the USTelekom is responsible for any sort of failure and delay in providing the service, neither for any degradation or interruption. Besides service provider, network failure, facility upgrade, maintenance, relocation or modification, and any natural hazards like terrorism, war, adverse weather, fire, loss of power or anything which is beyond USTelekom's control. USTelekom is not solely responsible for unauthorized access or theft of customer's data. All the restrictions mentioned in this agreement are valid, liable and authorized. Also, you must acknowledge that hereby you agree to repay and compensate all sort of claims, attorney's fee and litigation costs. Each step will be taken according to the law, if any sort of violation is observed and if there is anything which is unlawful it will also considered and action will be taken.

16. INDEMNIFICATION AND WAIVER OF CLAIMS:

16.1. INDEMNIFICATION:

16.1.1. You are responsible for any and every use of the service and device by yourself. And you accept to support, compensate any harm against USTELECO. And stand strongly against every obligation for any such reason that makes failure to this agreement. you accept to support, compensate and stay harmless against USTELEKOM from any kind of damages, personal injury, death, fines, penalties, allowances, expenses, losses, lost profit, lost revenue, property damage, attorneys' fees, and any other damages of any type regarding the service, whether it is being used or not, dial emergency service 911 or E911 for non presence, failure to provide of the service, law enforcement, fire protection, inability to dial for security, or even the inability to use the device.

17. CONTENT: the customer is responsible for all liable content you transfer to any person, entitled or not, working with the device or service. You accept and understand that using the Service and entire content can be used any time legally, with regulations, and written and electronic statements for working with the device and service.

18. MISCELLANEOUS LEGAL CONSIDERATIONS

18.1. GOVERNING LAW: This agreement and the state between you and USTELEKOM shall be governed legally of Arizona without regard to its difference of law jurisdiction. This Agreement related claims shall be brought in a court of competent jurisdiction within the district of Arizona and venue for any such claim will be properly appear in district or federal court situated in Maricopa County, Arizona.

18.2. NO WAIVER OVER RIGHTS: If we fail to impose any right or statements written in the agreement, they cannot be constituted as a waiver over rights or statements. USTELECOM owns rights to take action against anyone who will misuse the device or service unlawfully or inappropriately. Entire determinations by USTELECOM under this agreement can be done with practice.

18.3. NO BENEFICIARIES FOR THE THIRD PARTY: If you are not assigned to this Agreement, you do not have any remedy, claim, reimbursement, liability or reason of action. This Agreement does not develop any profit of full rights for any third party.

18.4 ENTIRE AGREEMENT: This Agreement, the Order, the service application details, the AUP, or any reference here in the content of USTELEKOM websites constitute the complete agreement between you and USTELEKOM and govern your usage of the Service, superseding any previous agreements between you and USTELEKOM and any and every pervious or present handlings, understandings, writings, agreements, or representations regarding its subject matter. No modification allow to this Agreement shall be binding upon either you or USTELEKOM until they are subscribed by the parties.

19.1 READ THIS SECTION VERY CAREFULLY, IT IS VERY IMPORTANT. IT IS PROVIDED FOR FORTITUDE OF DISPUTES THROUGH FINAL BINDING.

19.2 ARBITRATION: the customer and the USTelekom must agree to mediate all sorts of claims and disputes between them. It means that any kind of disputation will be solved by an arbitrator and not by court. The reason why this agreement has been made is to fulfill all possible laws regarding arbitration. It is not restricted but it includes; any claims regarding the relation between USTelekom and their customer based on any reason like fraud or any kind of misrepresentation, any claim made before and after the agreement was created. This reference is for USTelekom including respective supplementary employees, agents and successors also both unauthorized and authorized users.

19.3 UNOFFICIAL RESOLUTION OF DISPUTES: all concerns and worries can be easily solved by the department of customer care. If any customers have any complain against the USTelekom,

contact (..)And give all needed details, complete analysis and documents which will help to support your claim. We will make sure that you are provided with the help within 14 days. If the customer is not satisfied with the efforts of the customer care department then they must check below.

19.4 OFFICIAL NOTICE OF DISPUTES: A “notice of dispute” in writings must be sent to the other party if they intend to create arbitration. The document must have valid reasons. The address for sending the notice to USTelekom is (.....)

19.4.1) The dispute’s notice must elaborate the reason and basis of the claim that has been made. Also that if USTelekom and its customer fails to resolve the issue after the duration of thirty days it can proceed. The settled amount should not be disclosed, until the arbitrator discovers it on its own.

19.5 ARBITRAL RULES AND ARBITRATOR: (AAA) American arbitration association should hold the administration of the arbitration. You can email the association at (....) or dial (....) or mail at (.....). AAA’s commercial dispute resolution procedures shall govern the arbitration. All rules and regulations are available at (.....) or call at (..) for more information.

19.6 JURY TRIAL AND JUDGE’S WAIVER: by signing up to this agreement, the customer and USTelekom agree to waive the right to a trial by jury or judge.

19.7 CLASS ACTION’S WAIVER: the customer and USTelekom accepts that relief will only be awarded to the arbitrator only in favor of the single party looking for relief. Also you accept only center claims will be proceeded and not the ones which are associated or have any connection with the class or representative proceeding.

19.8 STATUE OF LIMITATIONS: the claim must be presented within a year after the incident took place or since the dispute got stronger or else the customer waives the right to capture a claim based on such fact.

19.9 EXCEPTIONS TO THE AGREEMENT OF ARBITRATION: USTelekom and you agree that for unpaid voices and with respect to claim without any obligation to arbitrate that;

(a) The claim can be taken to the small courts if required.

(b) If the amounts are not paid on time the collection agency have the right to pursue the claim in the court.

(c) Any of the parties can take disputes over the validity of intellectual property of any party to the court of jurisdiction.

(d) Any arising dispute associated from unauthorized use, fraudulent or theft can be brought under the jurisdiction.

(e) It is obligatory to protect the property of both the customer and USTelekom until the completion of the jurisdiction.

19.10 ARBITRATIONS MODIFICATION: If you observe any changes made by USTelekom regarding the provision of arbitration. You can simply reject it.

19.11 JURISDICTION/VENUE: AAA is the only where all the claims for arbitrations should be submitted. Each claim requires an evidentiary hearing which will only take place in the office of AAA.

20. PRIVACY: USTelekom does not guarantee security over the voices of IP communication. Although it is true that USTelekom does keep an eye over each user to make sure whether the service is being used positively or is involved in violation of this agreement. USTelekom is not responsible for any privacy issues. It can only secure and respects your personal identification. All sorts of personal information will be used for the database of USTelekom. There will be no misuse regarding your personal identification. USTelekom may disclose the information on the official request of law enforcement agencies, court or government agencies.

21. EXPORT COMPLIANCE: with all relevant laws and regulations on export of the United States you agree to comply fully but not only with the U.S export administration regulations, administered by the bureau of industry and security and department of commerce. The customer cannot export indirectly, directly, re-export, transfer or divert device or service.

22. ASSIGNMENT: USTelekom has the right to assign some of its duties and rights under the agreement without informing the customer.

23. SURVIVAL: the part of this agreement related to restrictions on liability, indemnification, warranty restrictions and disclaimers and customer's responsibility to pay for the provided service must survive the service's termination.

24. CALEA: you agree by using the service that USTelekom can monitor and can even disclose the content of communication if required by communication assistance for law enforcement act also known as CALEA without informing you. USTelekom comply completely with it.

25. FORCE MAJEURE (UNCONTROLABLE EVENTS): due to any reason which is not under control of USTelekom, the company has the right to be ignored if there is any failure or delay in the service or performance.

26. COPYRIGHTS OF SOFTWARE: services provided to you by USTelekom are run through software which has copyrights law and is protected by it. And it cannot be copied.

27. COPYRIGHT ENFRINGEMENT, COPYRIGHT AND TRADEMARK, and DIGITAL MILLENIUM COPYRIGHT ACT (DMCA) NOTICE: Our services, website content, logs, material, and trademark are protected by copyright and international treaty provisions. Infringement can lead to criminal prosecution.