

Cordia LT Communications PVT Limited
VoIP Service Subscriber Agreement

The Agreement (“Agreement”) is between you (“You”) and Cordia LT Communications PVT Limited (“Cordia LT”), and governs the use of Cordia LT’s enhanced voice communications service. This Agreement governs both the services described below and any devices provided by Cordia LT for use in conjunction with the services, including but not limited to the “Cordia LT Equipment” (as defined herein) subject to the terms and conditions set forth in this document. Cordia LT may modify the Service, terms and conditions or tariff schedules at any time without advance notice to you and these modifications shall be deemed effective immediately. In addition, you shall be subject to all agreements, guidelines or rules posted on Cordia LT’s website that may contain terms and conditions applicable to the Service in addition to those described herein. All such guidelines or rules are hereby incorporated by reference into these Terms and Conditions. In this Agreement, “you” and “your” mean the customer of the Cordia LT services defined below, and “Cordia LT,” “we,” “our,” and “us” mean Cordia LT Communications PVT Limited, and any Cordia LT affiliates authorized to provide you with Cordia LT services.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THOSE PERTINENT TO EMERGENCY DIALING, AND TO THE PRICES, CHARGES, TERMS AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS, INCLUDING MARKETING AND INFORMATIONAL MATERIALS ASSOCIATED WITH YOUR OFFER, AND ON THE CORDIA LT VOICE OVER INTERNET PROTOCOL (“VoIP”) SERVICE WEB SITE, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE AFOREMENTIONED TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING CORDIA LT AT 1-800-103-6789

1. SERVICE DESCRIPTION

Cordia LT’s VoIP Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol (“IP”) and carried, in part, over high-speed Internet access, also known as broadband Internet service. This service may be generically referred to as “voice over IP”. "Service" or "Services" is defined to include Voice over IP calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which Cordia LT, in its sole discretion, may add, modify, or delete from time to time.

2. SERVICE REQUIREMENTS

Cordia LT’s VoIP Service requires: (a) specialized customer premises equipment called a telephone adapter (“TA” or “Cordia LT Equipment”) obtained through Cordia LT or its third party supplier that allows connectivity from a regular telephone handset (which you need to supply) to your broadband Internet connection. You are responsible for installing the TA pursuant to instructions provided to you by Cordia LT or its third party supplier; and (b) a broadband connection via DSL with broadband capability of at least 90 Kbps upstream speed that you have a right to use at your own expense. Since voice over IP is dependent on the broadband connection, the availability of an adequate power supply and correct TA configuration, Cordia LT does not guarantee that the service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

3. SERVICE DISTINCTIONS

a. Privacy and Security

Voice over IP communication utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Cordia LT cannot

guarantee that voice over IP communication is completely secure. Cordia LT always respects your privacy and treats the content of all communications as private, except as may be required by law.

b. Power Outages

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Cordia LT VoIP Service.

c. Broadband Service Interruptions

You acknowledge and understand that the Service does not function in the event of interruption of your broadband or high speed Internet access service.

d. Home Security Systems and other Non-voice Communications Equipment

All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic phone calls, fax machines, modems and medical monitoring devices, are not compatible with Cordia LT's VoIP Service. By accepting this Agreement, you waive any claim against Cordia LT for interference with or disruption of such systems due to the Services.

e. Local Number Portability

In the event you are not utilizing a new phone number for your Cordia LT VoIP Service, but rather are transferring an existing phone number, which currently is subscribed to a carrier other than Cordia LT for local, local toll and/or long distances telecommunications services, to Cordia LT VoIP Service, the terms and conditions of this paragraph shall apply:

- 1) you hereby authorize Cordia LT to process your order for Cordia LT VoIP Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to Cordia LT VoIP Service, and represent that you are authorized to take this action;
- 2) you agree and acknowledge that if you set up your TA prior to the date that the number switch becomes effective ("Port Effective Date"), you will be able to make outgoing calls only over the phone you have connected to the TA. In such event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Cordia LT VoIP Service; and
- 3) you agree and acknowledge that if your TA is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected you will have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that you install the TA prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to you via e-mail by Cordia LT following your completion of the ordering process.

4. USE OF SERVICE

a. Lawful, Non Fraudulent Use of Service and TA

Cordia LT will accept no more than three (3) orders for Cordia LT VoIP Service per household and no more than six (6) orders for VoIP Service per business. You agree to use the Service and TA only for lawful purposes. You will not use the Service or TA for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers; or (2) avoids your obligation to pay for communication services. If Cordia has

reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. If you move the TA to a country other than India and attempt to use the Service from there, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. If you sign up for service at a location outside India, you do so at your own risk, including the risk that such activity violates local laws in that country and you assume sole responsibility for risk of loss of the TA.. If the TA is confiscated by customs or another government agency in your country you will remain responsible for the Rs.5000/- equipment fee described in Section 6 of this Agreement. Cordia reserves the right to terminate your service immediately and without advance notice if you violate the above restrictions, leaving you responsible for all outstanding charges, all of which immediately become due and payable.

b. Theft of Cordia LT Equipment or Service

You agree to notify Cordia LT immediately, in writing or by calling the Cordia LT customer support line, if the TA is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the TA theft or stolen or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you.

c. Prohibited Uses of Service

You are expressly prohibited from reselling or transferring the Service or Cordia LT Equipment to any other person for any purpose, without express written permission from Cordia LT in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing or other call center activities, fax broadcasting or fax blasting, to deliver unauthorized or unsolicited advertising, promotional materials or solicitations, or as the callback or removal callback number for any such service regardless of whether or not the solicitation was made using the Service, or for uses that result in excessive usage inconsistent with normal residential, home office or small business usage patterns. If Cordia LT determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for any of the aforementioned activities, Cordia LT reserves the right, without advance notice, to (1) immediately terminate the Service, (2) change your calling plan to a different offer on a prospective basis, (3) immediately charge your credit card for usage in excess of Rs 2500/- and (4) charge an administrative fee of Rs.5000 per day of service during which you engaged in prohibited activities.

d. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and TA and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the TA, and all Services, information, documents and materials on Cordia's web site(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of Cordia LT are and shall remain the exclusive property of Cordia LT and nothing in this Agreement shall grant you the right to right or license to use such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the TA, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the TA is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by Cordia, which Cordia LT reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Cordia LT against any and all liability arising out of your use of such interface device with the Service.

e. Tampering with the TA

You agree not to change the electronic serial number or equipment identifier of the TA, or to perform a factory reset of the TA, without express permission from Cordia LT in each instance. Cordia LT reserves the right to terminate your Service should you tamper with the TA.

5. CANCELLATION OF SERVICE BY YOU OR CORDIA LT

You may cancel the Service at any time by calling 1-800-103-6789 and notifying a Cordia LT customer service representative. If for any reason you cancel Cordia LT VoIP Service or if Cordia LT cancels the Service pursuant to the terms of this Agreement, Cordia LT will provide instructions on how to return the Cordia LT Equipment. You will receive the Cordia LT Equipment associated with your Cordia LT VoIP Service free of charge if you continue subscribing to Cordia's VoIP service for at least twelve (12) months. During this time, Cordia LT reserves the right to request that you return the Cordia LT Equipment to Cordia LT at Cordia's expense. In such case, if you do not return the Cordia LT Equipment within sixteen (16) days of the earlier of (i) the date that Cordia LT requests the return of the Cordia LT Equipment or (ii) the date of your Service cancellation, you will be charged a disconnect fee. If you elect to terminate the service before the end of the first year, the minimum term of service, you agree to pay Rs.2200/- for the TA equipment. In addition, you will be responsible for an early termination fee equal to the monthly recurring charge for the remainder of the term. These fees will be charged to your credit card when you place your disconnection of service request with Cordia or will appear on your last invoice. If upon cancellation, you return the equipment to Cordia LT undamaged, in its original packaging and at your own expense we will refund this amount to your credit card. If you cancel during the middle of your billing cycle your invoice will not pro-rated.

6. BILLING AND PAYMENT FOR SERVICE

a. Cordia LT will render to you monthly on-line bills for Cordia LT VoIP Service, with the following charges:

1. A monthly service flat fee for calls specified in the calling plan, call features, and advanced service. Depending on the specific calling plan to which you subscribe, in-state, state-to-state, and/or outbound international calling, may either be included in the monthly service flat fee on an unlimited basis, or may carry additional per-minute rates. All such rate information will be described in the marketing materials associated with your offer.
2. Any additional calls which are not included in the monthly fee are charged on a per minute usage basis. You can view the rates for international calls placed over Cordia LT VoIP Service at <https://www.cordia.in>.
3. Depending on your calling plan and method of installation, you may also be charged for activation, early termination, plan change, separate features, modifying features on your account, inside wire and installation, disconnect and/or other fees, as further described at <http://www.cordia.in> or in the marketing materials pertinent to your offer. If an early termination fee applies to your offer, it will not apply if you cancel your service less than 30 days or more than one year after the date we commence billing for your service. You may incur charges or experience a change in the terms of your plan offer if you change your phone number after your Cordia LT VoIP Service has been activated. Where you obtained your TA directly from, Cordia LT also reserves the right to charge for shipping and handling charges associated with the TA.

All fees and charges will be billed monthly in advance except for usage-based charges. Usage-based charges and any other charges, which Cordia LT decides to not advance bill, will be billed monthly in arrears.

b. Payment Method

Payment can be made through any mode as mentioned and applied for in the application form.

c. Commencement of Billing

You understand that upon receipt of the TA you are responsible for installation of the device. TA's purchased directly from Cordia LT will be shipped to you by two (2) working days mail once your order is processed and the Service is provisioned. We will commence monthly billing for the Services promptly after the TA shipment date (we refer to this date as the "Service Activation Date"). You are encouraged to complete installation of the TA promptly because you will be responsible for full payment for the charges on your Cordia LT bill even if you have not yet installed the TA and used the Service at the time the bill is rendered.

d. Price Changes

We may change the prices and charges for the Services and/or international calling from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges, including charges to recover our costs associated with government programs, for the Services and/or international calling are effective immediately after we post them on our web site at <https://www.cordia.in>.

e. Charges and Billing

Charges accrue through a full billing period. To determine the charge for each international call, we round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

f. Failure to Pay

We may suspend, restrict, or cancel the Services and this Agreement, without advance notice, if you do not make payments for current or prior bills by the required due date. Service suspension or cancellation will result in your loss of the number associated with the Service. If your service is suspended for non-payment you will have to pay a Rs.500/- fee in addition to any amounts past due to get your service restored.

g. Late Payment Charge

We may add interest charges to any past due amounts at the lower of 2% per month or the maximum rate allowed by state law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within thirty (30) days after you received your bill or you will waive any objection. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional Rs.750/-

h. Taxes and Other Charges

Cordia LT will charge you for, and you must pay, any applicable taxes, fees, surcharges or other charges associated with nationwide and international calls using the Service, unless you can show with documentation satisfactory to us that you are exempt. Taxes will be in the amounts that federal, state and local authorities require us to bill you. All US DID's will be subject to US\$1.50 911 Recovery Surcharge.

i. No Credit Allowances for Interruption of Cordia LT VoIP Service

You acknowledge and agree that the Services are provided “as is.” Credit allowances for interruption of Cordia LT VoIP Service, including international calling services, will not be provided.

7. INSTALLATION OF SERVICE

Cordia LT may make available home or business wiring solutions, which you self-install, which will enable you to use phone jacks throughout your home or business to access the Service. With solutions involving professional installation, Cordia LT reserves the right to determine the appropriate configuration for the home or business wiring solution, and to modify or add components to existing wiring. The price and additional terms and conditions associated with professional home or business installations shall be provided to you separately by the professional installer.

8. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD CORDIA LT, ITS AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF THIS SERVICE, THE TELEPHONE ADAPTER, OR ITS INSTALLATION, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE LACK OF EMERGENCY SERVICES OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT CORDIA LT SHOULD NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

9. LIMITATIONS OF LIABILITY

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE SERVICES, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE LIMITATIONS OF CORDIA LT VOIP SERVICE DESCRIBED HEREIN.

CORDIA LT'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF CORDIA LT RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO LACK OF EMERGENCY SERVICES 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY CORDIA LT 'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF CORDIA LT 'S WILLFUL OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS OR REVENUE OR OTHERWISE REGARDLESS OF THE FORM OF ACTION. CORDIA LT AND OUR EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR LOSS OF PROFITS OR REVENUE OR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS.

CORDIA LT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY WIRING, SOFTWARE DOWNLOAD OR OTHER WORK ASSOCIATED WITH ENABLING THE SERVICE OR CREATING EXTENSIONS THERETO.

10. WARRANTIES

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, AND EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE MATERIALS ACCOMPANYING THE EQUIPMENT, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES OR EQUIPMENT OR ANY INSTALLATION SERVICE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, CORDIA LT EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the India, without giving effect to its choice of laws rules and shall be submitted to the exclusive jurisdiction of the courts of Delhi.

12. Arbitration

In case of any dispute arising out of the agreement, the same will be settled amicably through negotiation and if settlement is not reached within 30 days of disputes being referred by either of the parties, the same will be referred to a Sole Arbitrator, to be nominated by the Vendor. The decision of the arbitrator would be final and binding on both the parties. All proceedings in any such arbitration shall be conducted in English language and shall be governed by the provisions of the Indian. Arbitration and Conciliation Act, 1996, and shall take place at New Delhi.

13. MISCELLANEOUS

a. No Third Party Rights

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

b. Acts Beyond Our Control

Neither party will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. Assignment

We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

d. Notices

Notices from you to Cordia LT must be provided as specified in this Agreement. Notice from you to Cordia LT made by calling Cordia LT at 1-800-103-6789 is effective as of the date that our records show that we received your call. Cordia LT's notice to you under this Agreement will be provided by one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you.

e. Severability

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

f. Entire Agreement

This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals concerning the Service, including representations, whether written or oral. This Agreement can only be amended as provided in Section 6(d) and Section 12(h) herein. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Cordia LT is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

g. Changes to this Agreement

Cordia LT may change this Agreement from time to time. If we make any changes to the prices or charges, we will comply with our notice commitments described in this Agreement. **IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, YOU AGREE TO THE CHANGES.**

Where required by law in specific states, and subject to the requirements thereof, customers who cancel their service within the first three, five, seven, fifteen or other number of days specified by state law, as applicable, following acceptance of this Agreement, will be refunded all charges incurred with respect to their account.