

TERMS OF USE

THE FOLLOWING DESCRIBES THE TERMS ON WHICH WE OFFER YOU ACCESS TO OUR WEBSITE.

1. INTRODUCTION

Welcome to <http://www.VoipReview.org> (the "Website"). The Website is owned and operated by Voip Review, LLC dba VoipReview.org (the "Company"). The Company and any and all entities that control, are controlled by, or are affiliated or under common control with the Company, are collectively referred to herein as "we," "us" or "our." "You," or "your," refers to you, a registered user of our Website.

PLEASE READ THESE TERMS OF USE VERY CAREFULLY. THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, AND THE COMPANY. BY USING THIS WEBSITE, YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THIS WEBSITE. We reserve the right, in our sole discretion, to change, modify, add or delete portions of this Agreement at any time in accordance with the procedures set forth below in Section 11 and your continued use of this Website will be conditioned upon the terms and conditions in force at the time of your use.

2. PRIVACY

Please review our Privacy Policy, which also governs your visit to the Website, to understand our privacy practices. The terms and conditions of our Privacy Policy are incorporated herein and made a part of this Agreement.

3. CONSIDERATION

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, the mutual promises herein, your use of the Website and receipt of data, materials and information available at or through the Website.

4. RESTRICTIONS ON USE OF MATERIALS

The content, organization, graphics, design, compilation, and other matters related to the Website are protected under applicable international copyright, trademark and other proprietary (including but not limited to intellectual property) rights. All information, content and materials contained on the Website are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. We exclusively owns all worldwide right, title and interest in and to all documentation, software, contents, graphics, designs, data, computer codes, ideas, know-how, "look and feel," compilations, magnetic translations, digital conversions and other materials included within the Website and related to the Website, and all modifications and derivative works thereof, and all intellectual property rights related thereto. We reserve the right in our sole discretion to edit or

delete any documents, information or other content appearing on the Website at any time without notice

No information, content or material from the Website or any Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may download one copy of the information, content or materials on any single computer for your personal, noncommercial home use only, provided that (a) you keep intact all copyright and other proprietary notices, (b) you make no modifications to the information, content or materials, (c) you do not use the information, content or materials in a manner that suggests an association with any of our products, services or brands, and (d) you do not download information, content or materials so as to avoid future downloads from the Website. The use of any information, content or materials on the Website on any other website or computer environment is prohibited.

5. SUBMISSIONS

By using the Website, you will be able to submit, post or otherwise send us certain materials such as data, testimonials, reviews, product information, text, messages, files, images, photographs, videos, audiovisual works, sound recordings, postings, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and any other materials (collectively, "Submissions"). We (and our licensees, distributors, agents, representatives and other authorized users) shall be entitled to unrestricted use of such Submissions for any purpose whatsoever, commercial or otherwise, without the requirement of any permission from or payment to you or to any other person or entity. You hereby represent and warrant that you are the author of all Submissions and that you have the unrestricted right to grant us (and our licensees, distributors, agents, representatives and other authorized users) the right to use as contemplated herein. No Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable to you or others for any use or disclosure of any Submission. Without limiting the foregoing, you hereby grant us (and our licensees, distributors, agents, representatives and other authorized users), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you and with or without attribution (the "Submissions License"). You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Submissions are used by us.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these Terms of Use, including, but not limited to, the Submissions License.

You agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way. To the extent any “moral rights,” “ancillary rights,” or similar rights in or to the Submissions exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights.

The terms of the Submissions License shall govern our right to use all Submissions. Without limiting the scope of the Submissions License or any future grant of rights, consents, agreements, assignments and waivers you may make with respect to Submissions, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

Without limiting the foregoing, if you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide our office with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Our Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Luce, Forward, Hamilton & Scripps LLP

11988 El Camino Real, Suite 200

San Diego, CA 92130-2592

USA

Attn: Eli Mansour, Esq.

All other websites to which we may link own the copyright in content original to them.

6. CONTENT LINKED TO THE WEBSITE

You should be aware that when you are on the Website, you could be directed to other sites that are beyond our control. This includes links from affiliates and content partners that may use our logo(s) as part of a co-branding relationship. You acknowledge that when you click on a link that leaves the Website, the website you will link to is not controlled by us and different terms of use and privacy policies may apply. By clicking on links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links from third-party sites to the Website, although we are under no obligation to do so. You agree that your use of such other sites linked from the Website is solely at your own risk and that any concerns regarding such links should be directed to the particular affiliates and content partners to which we may link.

The provision of a link by us to all other websites is done so as a convenience to users of our Website, and does not in any way, suggest endorsement of any kind whatsoever, by us or of any affiliate relationship, explicit or implied. We are not responsible for the contents of any linked sites or any link contained in a linked site, or any changes or updates to such sites.

7. PRODUCT AND SERVICES INFORMATION

The Company attempts to be accurate in describing its products and services. We do not warrant that product and service descriptions or other content of this Website or any other Company websites are complete, reliable, current, or error-free.

8. DISCLAIMER

ALL INFORMATION, CONTENT, MATERIALS AND SERVICES ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, INFORMATION REGARDING ANY AND ALL PRODUCTS OR SERVICES THAT YOU LICENSE, USE OR PURCHASE FROM A THIRD-PARTY WEBSITE THAT LINKS TO OR FROM THE WEBSITE OR THIRD-PARTY INFORMATION, CONTENT OR MATERIALS CONTAINED ON OUR WEBSITE, ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO ALL SUCH MATERIAL, THE WEBSITE AND THE SERVICES PROVIDED THROUGH THE WEBSITE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN INFORMATION, CONTENT AND MATERIALS ON THE WEBSITE (INCLUDING, WITHOUT LIMITATION, SUBMISSIONS OF OTHERS) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKE SUCH INFORMATION, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, EXCEPT AS OTHERWISE PROVIDED FOR, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES CONTAINED ON OR OFFERED, MADE AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY THIRD-PARTY SITES OR SERVICES LINKED TO OR FROM THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, RELIABILITY, SAFETY OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

We cannot ensure that you will be satisfied with any products or services that you license, use or purchase from a third-party website that links to or from the Website or third-party information, content or materials contained on our Website. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any third-party website. We do not make any representations or

warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third-party.

You hereby completely and irrevocably release and forever discharge us from and waive any claim, demand, right, causes of action, rights of action, losses, damages, costs, fees (including without limitation all attorneys' and experts' fees), expenses, charges and debts of each and every kind or nature whatsoever, liens and remedies of each and every kind or nature whatsoever, whether the same or any of the same is at law, in equity, or otherwise, known or unknown, whether arising prior to or following the date you begin using the Website, you have or may have against us with respect to the Website, information, content and materials contained on the Website (including, without limitation, Submissions of others), on third-party websites, and any information, content and materials you provide to such third-party websites (including, without limitation, credit card and other personal information), and any products or services that you license, use or purchase from a third-party website that links to or from the Website. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

In executing the above release, you acknowledge that you may in the future discover facts different from or in addition to those which you now know or believe to be true with respect to the matters which are released above, and agree that this release shall remain in effect in all respects, notwithstanding the discovery or existence of different or additional facts. Accordingly you hereby waive all rights and benefits which you now have or in the future may have under and by virtue of the terms of Section 1542 of the California Civil Code, which has you understand and which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

9. INDEMNIFICATION

You hereby agree to indemnify, defend (with counsel reasonably acceptable to us), and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of (i) your use of the Website; or (ii) any breach by you of these Terms of Use, including, but not limited to, any third party claims arising with respect to our use of Submissions you submit, post or otherwise send us. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR CONTENT, MATERIALS OR FUNCTIONS ON ANY SUCH WEBSITE, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, OR (C) THE USE, OR INABILITY TO USE, OR THE RESULTS ACHIEVED FROM THE USE OF, ANY PRODUCTS OR SERVICES THAT YOU LICENSE, USE OR PURCHASE FROM A THIRD-PARTY WEBSITE THAT LINKS TO OR FROM THE WEBSITE; EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE WEBSITE.

MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND THE REASONABLE CONTROL OF US OR OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER WE, OUR LICENSORS AND LICENSEES, NOR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND ANY WEBSITE, SERVICE, SOFTWARE OR HARDWARE OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSIONS OR TRANSACTIONS RELATING TO THE WEBSITE IN AN ACCURATE OR TIMELY MANNER.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR THE EXCLUSION, LIMITATION, OR DISCLAIMER LIABILITY FOR THE CERTAIN PROVISIONS SET FORTH

IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

11. AMENDMENT

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these Terms of Use at any time without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify and constitute your assent to and acceptance of such revised Terms of Use.

12. PASSWORD SECURITY

You shall be exclusively responsible for the supervision, management, and control of your Website user login and password. You shall ensure that you properly exit the Website at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with these terms. Your right to use the Website is not transferable. You will use the Website in accordance with all applicable laws. We may, without notice, terminate your access to the Website or take other actions as are reasonably necessary to comply with legal requirements and as necessary to protect our networks, information and the security and integrity of the Website.

13. RESTRICTIONS ON USE

You are solely responsible for any and all acts and omissions that occur under your user login and password, and you shall not engage in unacceptable use of the Website, which includes, without limitation, use of the Website to transmit Submissions or any other material that: (a) is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) harasses or advocates harassment of another person; (c) involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming”; (d) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (e) promotes an illegal or unauthorized copy of another person’s copyrighted work, such as utilizing images without authorization from photographers, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; (f) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); (g) provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18; (h) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses; (i) solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (j) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or (k) is deemed by us to be in conflict with the spirit or intent of this Agreement. We reserves the right to investigate and take appropriate legal action in our sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Website and terminating the membership of such violators.

14. TERMINATION

These Terms of Use are effective until terminated by either you or us. You may terminate these Terms of Use at any time by discontinuing use of the Website and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. In the event that you terminate these Terms of Use, you agree to notify us of such termination by sending notice of such termination by certified United States mail, postage pre-paid to:

Voip Review LLC

PO Box 2452

La Jolla, CA 92038

We may immediately terminate these Terms of Use (including your access to the Website) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of the Website and destroy all materials obtained from the Website and all copies thereof, whether made under these Terms of Use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are infringers of the copyright or any other intellectual property or privacy right of third persons.

The provisions of these Terms of Use, which by their nature should survive the termination of these Terms of Use, shall so survive such termination.

15. APPLICABLE LAW AND DISPUTES

These Terms of Use, your rights and obligations, our rights and obligations, and all actions contemplated by these Terms of Use, will be governed by the laws of the United States of America and the State of California, without regard to principles of conflicts of law and as if these Terms of Use were a contract wholly entered into and wholly performed within the State of California.

Any dispute relating in any way to your visit to the Website or to products you purchase through the Website shall be submitted to confidential arbitration in Los Angeles County, California, United States of America, except that, to the extent you have in any manner violated or threatened to violate the Company's intellectual property rights, the Company may seek injunctive or other appropriate relief in any state or federal court in Los Angeles County, California, United States of America, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration under these Terms of Use shall be conducted under the rules then prevailing of JAMS/ENDISPUTE Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties specifically incorporate the terms of California Code of Civil Procedure section 1283.05 with respect to discovery. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise.

16. MISCELLANEOUS LEGAL PROVISIONS

The Company may discontinue this Website at any time and for any reason, without notice. The Company may change the contents, operation, or any and all other features of this Website at any time for any reason, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms of Use or your use of the Website. Nothing contained in these Terms of Use is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The failure of the Company to enforce any provisions of these Terms of Use or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of these Terms of Use or to act with respect to similar breaches.

If any provision in these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

These Terms of Use constitute the entire and final agreement regarding the Website and its content, and supersede any prior or contemporaneous communications between the Company and you regarding the Website and its contents.

All rights not expressly granted herein are hereby reserved to the Company.

17. AUTHORITY

If you are entering into this Agreement on behalf of an entity, you represent and warrant that you have the authority from your respective governing body to enter into this Agreement and to bind your respective company to all the terms and conditions of this Agreement.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE OR ACCESS OUR WEBSITE.

Updated November 21, 2009