



## TERMS AND CONDITIONS

Why is our attorney smiling? Well, usually no one ever reads this stuff. But you, being the conscientious and careful person that you are, have taken the time to look over Karen's hard work. She hopes you like it. Hey, it's her moment in the sun, so we thought we'd just let her enjoy it.

By subscribing to the services of OneSuite Corporation ("OneSuite"), you agree to the following terms and conditions with respect to your account ("Account"). Use of OneSuite's services ("Service") will constitute your consent to these terms and conditions.

The following Document is a contract, legally binding agreement. You must read the entire Terms and Conditions carefully before using or accessing our website or services. By accessing the OneSuite.com website and using any of the services offered or provided by OneSuite, you confirm your acceptance of, and agree to be bound by, all of the conditions of use set forth in this Agreement. Please DO NOT use this website or services if you do not accept all the terms and conditions stated herein and at other places (including FAQ's and Privacy & Security section) on this website.

### Disclaimers and Limitation of Liability

OneSuite does not guarantee the continuous, uninterrupted or secure access to the OneSuite.com website or any related services. The operation of the OneSuite.com website may be interfered with by numerous factors outside the control of OneSuite.

Under no circumstances shall OneSuite be liable for any damages that result from the use of or inability to use OneSuite.com website, including but not limited to reliance on any information obtained from the OneSuite website or that result from mistakes, interruptions, deletion of e-mails, errors, delays in operation or transmission, or any failure of performance.

OneSuite will not be liable for any direct or indirect, incidental, special or consequential damages arising from the use of the OneSuite.com website or the purchase of any product.

### Fraudulent Activities

OneSuite reserves the right to deactivate, disable and remove any suspicious or fraudulent account with or without notice. You are responsible for providing all accurate account information and preventing unauthorized use of your OneSuite and Credit Card accounts. You are entitled to refunds, reimbursements, credits, and exchanges for any portion of your account balance only at the discretion of OneSuite and only if a request for such a reimbursement has been made by you.

### SuiteTreat

The OneSuite "SuiteTreat" is not a reseller program, and its bonus credit has zero value even though the OneSuite account is based on U.S. dollar value. The SuiteTreat bonus credit is not transferable, creditable or refundable under any circumstances. The SuiteTreat bonus credit will not apply to an account with negative balance or an account that is disabled or has expired. Each bonus redemption must be at least U.S. two dollars (\$2.00), and only one redemption is allowed per month. Each bonus redemption will extend account



expiration date for additional six (6) months. OneSuite reserves the right, at its own discretion, to remove or discontinue the SuiteTreat feature from any account with or without notice.

### **Promotion – Coupon Code**

Each promotion is identified by a unique coupon code and has different requirements and rewards as the statement attached to it, and a reward can only be received after all requirements of the promotion have met. Each coupon code is valid for a limited time only and expires on the date specified in the offer. The coupon codes are only valid for online order through the OneSuite or OneSuite affiliated Web site, and we reserve the right to decline to accept orders where, in our solely opinion, a coupon code is invalid for the order being placed. OneSuite coupon codes are not valid in conjunction with any other promotion. Only one coupon code can be used per order and cannot be applied to orders already placed.

### **Features**

OneSuite reserves the right in creating or making any changes on all its features with or without notice. Please protect all your account information. OneSuite is not responsible for any lost, stolen or unauthorized usage of your account.

### **ZipDial**

The ZipDial feature allows you to place a call without entering your PIN while such call is initiated from any of your registered ZipDial phone numbers and such phone number is valid and fully functional. OneSuite is not responsible for any unauthorized use of any of your IntrAccounts, which includes Primary, ZipDial, and PinDial accounts.

### **RapiDial**

OneSuite is not responsible for any kind of charge that may be caused by entering or using the inaccurate RapiDial code setting, wrong destination numbers and/or any wrong dialing. Please be sure you fully understand the feature before using it.

### **IntrAccounts**

Although OneSuite lets you create up to three additional IntrAccounts, or sub-accounts, with their own PIN(s), OneSuite is not responsible for any lost, stolen or unauthorized usage of your accounts. Please protect all your account information at all times.

### **Local Access Number Distance Indicator**

This feature only provides you the approximate distance from your location to one of our local access numbers. You must verify with your local phone company whether there are any additional usage charges. OneSuite is not responsible for any charges or fees induced by any company other than OneSuite.

### **OneSuite Fax**



A nominal monthly fee of U.S. one dollar (\$1.00) for OneSuite Fax Basic, or U.S. two dollars and ninety-five cents (\$2.95) for OneSuite Fax Plus will be applied to your OneSuite account if you subscribe to OneSuite Fax service. OneSuite Fax subscriber, both Basic and Plus, will receive a local fax number to receive unlimited fax in your designated email account. For Plus Service subscribers, as an option, additional fax numbers can be obtained with a nominal monthly fee of U.S. one dollar and ninety-five cents (\$1.95) per line, and will be applied to your OneSuite account accordingly.

You are fully responsible for the contents of your transmissions through the Services. OneSuite Fax simply acts as a passive conduit for you to send and receive information of your own choosing. However, OneSuite Fax reserves the right to take any action with respect to the Services that OneSuite Fax deems necessary or appropriate in its sole discretion, if OneSuite Fax believes you or your information may create liability for OneSuite Fax, compromise or disrupt the Services for you or other Customers, or cause OneSuite Fax to lose (in whole or in part) the services of OneSuite Fax's ISPs or other suppliers. Your use of the Services is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities or false advertising). You agree: (1) to comply with all laws regarding the transmission of technical data exported from any country through the Services; (2) not to use the Services for any illegal purpose; (3) not to interfere with or disrupt networks connected to the Services; (4) to comply with all regulations, policies and procedures of networks connected to the Services; (5) not to use the Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (6) not to transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. The Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures. You agree not use or reference the Services for chain letters, junk fax or junk mail, spamming or any activity making use of distribution lists to any person who has not given specific permission to be included in such a process or on such list. You further agree not to attempt to gain unauthorized access to other computer systems. You shall not interfere with another Customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services.

You are responsible for maintaining sufficient account balance for the monthly deduction of the subscription fee. Insufficient account balance will result automatic removal of your subscribed service. You are responsible for preventing any unauthorized use of your Account. You may be entitled for refunds, reimbursements, credits, or exchanges for any portion of your account balance at OneSuite's sole discretion and only if such request has been submitted by you.

**One-month Free Trial Coupon:** Our free trial coupon of the OneSuite Fax Plus service is for all new subscribers. The coupon is subject to one (1) time free trial per OneSuite account, or per OneSuite Business Sub-Accounts.

The one-month free trial coupon will be displayed as a \$2.95 subscription credit pursuant to the billing terms stated below. This free offer will only provide one (1) fax number for trial purposes; any additional fax number subscription will be billed accordingly. The outbound



fax usage will be deducted from your OneSuite account balance in accordance to the “per page/per destination” rate listed on our website. At the end of your one-month trial term, unless termination or downgrade to OneSuite Fax Basic request is made by you, OneSuite Fax Plus monthly subscription fee will be deducted from your OneSuite account balance automatically on the subsequent billing date. This free-trial coupon offer cannot be refunded, reimbursed, or credited as account balance and to be used for any other OneSuite products and services. OneSuite reserves the right to modify the terms of this trial offer at any time, without prior notice.

### **OneSuite Forwarding**

By subscribing to the OneSuite Forwarding Service, you acknowledge and agree that a nominal monthly fee of U.S. two dollars and ninety-five cents (\$2.95) will be applied to your OneSuite account. Additionally, you also acknowledge that you have read and understood the features and charges of using the OneSuite Forwarding Service as posted on our Products and Services & FAQ Web pages. You are responsible for maintaining sufficient account balance for the monthly deduction of the subscription fee. Insufficient account balance will cause this subscribed service to be terminated as a result. You are also responsible for preventing any unauthorized use of your Account. You may be entitled for refunds, reimbursements, credits, or exchanges for any portion of your account balance at OneSuite's sole discretion and only if such request has been submitted by you.

### **SuiteAdvantage**

A nominal monthly fee of U.S. two dollars and ninety-five cents (\$2.95) will be applied to your OneSuite account if you subscribe to SuiteAdvantage service. A nominal monthly fee of U.S. one dollar and ninety-five cents (\$1.95) per additional Virtual Phone Number will be applied to your OneSuite account if you have obtained Virtual Number(s) under the SuiteAdvantage features. You are responsible for maintaining sufficient account balance for the monthly deduction of the subscription fee. Insufficient account balance will result in automatic removal of your subscribed service. You are responsible for preventing any unauthorized use of your Account. You may be entitled for refunds, reimbursements, credits, or exchanges for any portion of your account balance at OneSuite's sole discretion and only if such request has been submitted by you.

### **OneSuite Business**

A nominal monthly fee of U.S. two dollars and ninety-five cents (\$2.95) will be applied to your account if you sign up for OneSuite Business. A nominal one-time charge of fifty cents (\$0.50) will be applied when you create each new sub-account, up to 999 sub-accounts. You, the account administrator or Master-account, are responsible for the balances transferred in and out of ALL sub-accounts created under your account. All features and subscription-based services are available to sub-accounts. All OneSuite Terms & Conditions apply to the sub-accounts.

All Sub-accounts and the Master-account (the Group) are eligible to participate in SuiteTreat. Account expiration will be consistent within the Group, and based on the most extended expiration date within the Group, as result of Master-account recharge or SuiteTreat bonus redemption earned by any party from the Group.



You are responsible for maintaining sufficient account balance for the monthly deduction of the subscription fee. Insufficient account balance will result in automatic removal of your subscribed service(s). You are responsible for preventing any unauthorized use of your Account. You may be entitled for refunds, reimbursements, credits, or exchanges for any portion of your account balance at OneSuite's sole discretion and only if such request has been submitted by you.

### **Ownership of Numbers**

You understand and agree that all numbers OneSuite assigned to you, both toll and toll-free, are still the property of OneSuite. You may not transfer the ownership or any part of the Services to any third Party without the expressed consent of OneSuite. In the event a dispute is induced regarding account ownership, OneSuite shall, in its own discretion, determine the rightful ownership of the number. OneSuite will not be liable for any fees or charges applied to your Account induced by such dispute.

You also understand and agree that OneSuite may from time to time, due to certain restrictions, need to change the number assigned to you; and OneSuite may re-assign the number to another customer immediately following the termination of your OneSuite Account. OneSuite will not be liable for any and all damages arising from such causes, and you hereby waive any claims against OneSuite. You may request in writing that OneSuite, prior to termination of your Account, transfer the toll or toll-free number assigned to you to another carrier, provided that your Account is in good standing. OneSuite may, in its sole discretion, grant or deny such request. If such transfer request is granted, a \$20.00 transfer-service charge will be deducted from your OneSuite Account.

### **Directory Listing**

You acknowledge that OneSuite does not publish any phone number assigned to you. In addition, OneSuite will neither assist nor be responsible for any expenses of your request in publishing any phone number(s) provided by us. Please be advised that we have no control over any publications or directory listings done by previous subscriber of the number assigned to you. If you receive calls from previous subscriber's callers, you shall contact us immediately to replace it with a new number, and this is the only remedy you will receive from us for such incident. You also understand and agree that you will be solely responsible for any expenses, fees, damages, and/or losses with regards to the publication or directory listing of the phone number(s) provided by OneSuite.

### **Password Security**

All users are responsible for keeping their own OneSuite account password confidential, and restricting access to such User's computer. All users agree to accept full responsibility for all activities that occur within their OneSuite accounts. Please highly protect your OneSuite login password. Password changing on regular basis is highly recommended.

### **Real-Time Account Management**

To reduce the data loading time on the Internet, OneSuite website only provides call history ("Call Detail Record" or "CDR") for the last 90 days. OneSuite highly recommends that you print or save your own CDR on monthly basis. OneSuite reserves the right to pull out any



call history from the website that is more than 90 days old. Inquiries for CDR more than 90 days old are based on availability of data, and extra service fees will apply.

### **Newsletter**

OneSuite occasionally releases newsletters for its latest products, services, special deals, and other business-related news. The newsletter service is free and can be subscribed online or by sending a request to our Customer Service. OneSuite disclaims all responsibility and liability for the availability, timeliness, security or reliability of the newsletter releases. You may unsubscribe this service at any time by unchecking the check box under 'My Info' webpage or contacting our Customer Service by postal mail, phone, or e-mail.

Please note that transmissions by e-mail are not secure and are subject to interception by unauthorized individuals. If you wish to send personal or sensitive information, we highly recommend that you contact our Customer Service through postal mail or phone.

### **Cancellation**

This agreement shall remain in full force until such time that it is cancelled by either party. OneSuite may cancel, suspend, or otherwise terminate Service at any time without prior notice for any reason which in OneSuite's judgment may preclude it from receiving payment for its services. To cancel OneSuite, write to: OneSuite Corporation, Customer Service, 624 S. Grand Ave., Suite# 2960, Los Angeles, California 90017, USA. Your letter must be signed by you and must also include your OneSuite PIN and current mailing address. Upon OneSuite's receipt of your notice of cancellation you agree that OneSuite has authorization to initiate a final charge if an outstanding balance exists.

### **Billing**

A subscription to OneSuite requires a credit card number for credit verification and payment of charges. By providing OneSuite with a credit card number, you grant OneSuite authorization to submit charges. You are responsible for preventing unauthorized use of your Account. You are entitled to refunds, reimbursements, credits, and exchanges for any portion of your account balance only at the discretion of OneSuite and only if such request has been made by you. Refund will go to the last record of the original payment method. No refunds shall be given for OneSuite Credits that are not directly acquired online from OneSuite.com (e.g. promo codes, vouchers, or referral bonus), or to Members of an OneSuite Business Account for OneSuite Credits paid for by the Administrator.

If you sign up for any OneSuite subscription-based services, the monthly fee will be deducted from your account balance on the day after you sign up. For example, if you sign up for SuiteAdvantage on May 5th, the monthly fee will automatically be deducted from your account balance on the 6th (anniversary date) for the period from the 7th through the 6th of the following month. You can cancel your subscribed service(s) at any time and you will not be charged for any additional renewals. For example, if your anniversary date is the 6th of each month and you cancel your SuiteAdvantage on October 20, then you will not be charged on Nov. 6 (for the Nov. 7 - Dec. 8 period) and your SuiteAdvantage will terminate on October 20. There are no refunds for any time period (or portions thereof) already billed or paid for. Bills from your other Long Distance Carriers



OneSuite will only charge calls that were connected through our network. We are not responsible for calls that were placed through any carriers other than OneSuite. We disclaim all such bills as the result of any action or practice done by customers.

### **Expiration Date**

The Account (PinDial or ZipDial) will expire 6 months after the date of first purchase, or the date of each recharge, SuiteTreat bonus redemption, subscription fee charge (for expiring accounts ONLY), or last outbound usage. The outbound usage includes calling card usage, VoIP usage, OneSuite Fax and OneSuite Forwarding usage. For example, if today is January 1 and your current expiration date is May 1, when you make an outgoing call today, the expiration date will be extended to July 1.

OneSuite reserves the right to disable or to terminate your account login and remove all other features and services if the account balance remains inactive for a period of six (6) months after the account has expired. OneSuite is not obligated to refund any of the unused balance in the expired and disabled account. The username, PIN(s), and phone numbers associated with a terminated account may be given to another user without notice to you or such other party.

### **Account**

Please protect all your account information. OneSuite is not responsible for lost, stolen PIN(s), or unauthorized usage of your account.

### **Exception to the Rules**

While we try our best to eliminate any additional taxes or surcharges to let you pay for only the minutes you have used, there is one exception when you call from a pay phone. Please note that 55¢ will be charged for each call made from a pay phone as the FCC regulations have allowed pay phone companies to impose fees on outside carriers and dial-around services (like ours) for using their phones. Therefore, such charge will occur each time you make a call from a pay phone using your OneSuite account in order to recover the charges imposed by the pay phone companies.

### **Release**

OneSuite shall not be liable or responsible for any damages, losses, obligations, liabilities, claims and expenses (including reasonable attorneys' fees and other costs and expenses of any suit, action, investigation, claim or proceeding) of any kind whatsoever, sustained or incurred or required to be paid by OneSuite by reason of or arising out of or attributed, directly or indirectly, to improper use of OneSuite's Services. Such a release will include OneSuite, its affiliates, and their sub-carriers and subcontractors. OneSuite shall not be held liable or responsible for any damages, losses, obligations, liabilities, claims and expenses (including reasonable attorneys' fees and other costs and expenses of any suit, action, investigation, claim or proceeding) of any kind whatsoever, sustained or incurred by a user because of undelivered e-mails, faxes, or voice mails.

### **Availability of Service**



OneSuite makes no warranties or guarantees that any country or any number may be accessible through its networks. For example, you cannot use OneSuite to place 700, 900 or 976 calls, or to place certain operator-assisted, third-party billed, or collect calls. OneSuite does not guarantee the continuous and uninterrupted services of any of its products and the features of its products.

### **No Emergency Services**

You expressly agree and understand that OneSuite is not intended to support or carry emergency calls to any type of hospital, law enforcement agency, medical care unit or any other kind of emergency services.

### **Softphone and Other VoIP Registration Media**

In order to receive the benefits provided by the OneSuite Softphone, you hereby grant us permission to utilize the processor and bandwidth of your computer for the limited purpose of accessing our network, and OneSuite is not responsible for the technical support to your computer. OneSuite will only provide support to OneSuite-labeled software and hardware.

### **Rates**

OneSuite's rate table is clearly listed on our Web site's Rates page, available at <http://www.OneSuite.com/rates.asp>, and all rates in this table are denominated in U.S. dollars. Rates are variable and are determined by market conditions and/or any other economic factors. Thus, OneSuite cannot guarantee that the rates will not change, and OneSuite reserves the right to adjust rates in the future. OneSuite recommends that customers periodically review the rate table to be informed of any changes.

### **Procedure for Lost or Forgotten PINs**

Should you lose or forget your PIN, OneSuite's Customer Service can be contacted via e-mail 24 hours a day, 7 days a week at [support@OneSuite.com](mailto:support@OneSuite.com).

### **Customer Support**

OneSuite Customer Support is solely for issues related to the OneSuite accounts. If you utilize the Support Service in a manner inconsistent with these terms and conditions, OneSuite may, in its sole discretion, terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse violates this Customer Support Policies.

### **Changes to Terms and Conditions**

OneSuite reserves the right to revise these Terms and Conditions at any time, and users are deemed to be apprised of and bound by any changes to Terms and Conditions.