

Terms and Conditions

This agreement ("Agreement") (including the General and Specific Terms set forth below) contains all of the terms and conditions between NaturallySpeaking Inc. ("we," "us," "our" or "NaturallySpeaking") and you ("you," "user," or "Customer") and governs the use of the services offered at the NaturallySpeaking web sites (the "Site" or "Website"). Please read this Agreement before using the Site. Use of the Site constitutes an agreement to all terms and conditions in this Agreement. By using this Site, all users do hereby represent, warrant, understand and agree that they have read this Agreement and understand, agree to and accept all terms and conditions contained herein. If you do not agree to any of the terms set forth herein, you may not use this Site.

General Terms:

NaturallySpeaking operates an IP based phone service ("Service" or "Services") and related Website. The Service and Site are provided to Customers according to this Agreement. The Agreement applies to the Service, Site and any devices utilized, such as an IP Phone, Analog Telephone Adapter or any other device ("Device") used to access the Service. By activating the Service you will affirm:

- You understand and intend that the Agreement is a legally binding agreement equivalent to a signed, written contract;
- You will use the Service in a manner consistent with all applicable laws and regulations and in accordance with the terms of this Agreement and any other applicable rules or conditions that govern the use of the Service as they may be amended from time to time.

Use of Service.

The following requirements apply to the use of our Services: You will not use the Service for any purpose that is unlawful, abusive, intrusive on another's privacy, harassing, libelous, defamatory, threatening or hateful, or in any other way that would violate any applicable governmental law. While the Service may be used to make and receive international calls, we do not represent that the use of the Service is appropriate in locations outside the United States. If you choose to use the Service from outside the United States, you are responsible for compliance with any and all governing foreign and local laws. You may not reverse engineer, distribute, publish,

display, modify or in any way exploit the configuration parameters which we provide as a means to access the Service.

Eligibility.

Our services are void where prohibited by applicable laws. Our Service is offered only to individuals who may enter into legally binding contracts under applicable law. Without limiting the foregoing, our Service is not available to minors under the age of eighteen (18) within the jurisdiction or under the control of the United States or to anyone who may not be able to enter into a legal binding contract within such person's jurisdiction. Any misstatements and/or misrepresentations regarding the age, background, experience and/or eligibility of any users of the Service are not the responsibility of NeturallySpeaking. NeturallySpeaking does hereby expressly disclaim any liability whatsoever for any misstatements and/or misrepresentations made by any users of this Site or the Service. Users do hereby represent, understand and agree to hold NeturallySpeaking harmless and to indemnify NeturallySpeaking for any misstatements and/or misrepresentations, whether made intentionally or not, made by any users of this Site or the Service.

Protection of Minors and Use of Service for Obscene Material.

Users of this Site or the Service should monitor children's use of the Internet. NeturallySpeaking' Sites and Services are intended for people 18 or over. We have also made an effort to specifically limit NeturallySpeaking' appeal to people of age 18 and older. NeturallySpeaking will not knowingly collect any information from children under 13. NeturallySpeaking takes the all laws and regulations governing children's access and use of Internet and communications networks very seriously. We do not assume any responsibility for any misrepresentations regarding your age or parental consent when using this Site. Should we determine that you provide any false information to us when using this Site, your Service will be terminated immediately. NeturallySpeaking expressly disclaims any liability whatsoever that may result from any unauthorized use of any user's account or information obtained as a result of using this Site or the Service. You do hereby understand and agree to hold NeturallySpeaking harmless for any unauthorized use of any user's account or personal information.

Specific Terms and Conditions:

Pre-Paid Service.

Payment for Service and applicable taxes is billed on a pre-pay basis. You must provide a valid credit card at the time you sign up for the Service. NeturallySpeaking reserves the right to suspend or terminate your Service until you provide a valid method of payment. Suspension or termination of your Service leaves you liable for all accrued charges and fees associated with the collection of such payment. You must notify NeturallySpeaking in writing within seven (7) days after receiving your

credit card statement if you dispute any NeturallySpeaking charges on that statement. You are responsible for paying all charges accrued on your account, even if you did not use, or authorize the use of, the Service.

Expiration of pre-paid credits.

Pre-paid credits expire ninety (90) days from the date credit is added to your account via credit card transaction. Credits added to an account that remains unused after ninety (90) days will be forfeited regardless of usage or activity during the ninety (90) days.

Short Form Emergency Services, E911 and 911.

You acknowledge that we have informed you that the Service presently does not support 911, E911 or any other type of emergency services; that calls to "911" cannot be connected; and that you need to make alternative arrangements to contact emergency services in situations where you would need to dial 911.

"900 Numbers."

You acknowledge that we have informed you that the Service does not permit calls to 900 numbers or other pay per call services. Circumventing pay per call blocking will incur a \$1.00 per call charge or actual cost, whichever is greater.

Theft.

You are responsible for canceling your Service if you believe the credentials are lost or stolen. Failure to do so may result in additional charges to you.

Service Termination.

NeturallySpeaking reserves the right to terminate the Service at any time with or without notice and for any reason. You agree that NeturallySpeaking shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Privacy.

Personal data and certain other information submitted by you are subject to our Privacy Policy. Voice over IP communications are transmitted over public networks including the Internet. You acknowledge that NeturallySpeaking is not liable for any loss of privacy arising out of use of the Service.

Release.

Because we are not involved in the actual contact between users, in the event that you have a dispute with one or more users and/or any parties unrelated to NeturallySpeaking (including, but not limited to, any clients of NeturallySpeaking), you release NeturallySpeaking (and our officers, directors, principals, agents, investors, subsidiaries and employees) from all claims, demands and damages

(actual and consequential) of every kind and nature whatsoever, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Your Information.

"Your Information" is defined as any information you provide to us in the registration process, through any email feature, electronic submission or transaction or through traditional mail. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information. With respect to Your Information:

Your Information (or any items or contents listed therein): (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the sale of counterfeit or stolen items; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) shall not be obscene or contain child pornography or, if otherwise adult in nature or harmful to minors, shall be posted only in the "Adults Only" section and shall be distributed only to people legally permitted to receive such content; (g) shall not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other partners, affiliates, users or suppliers.

Billing and Payment Policy.

Certain users of the Site are obligated to pay for the services offered therein, unless specifically notified otherwise. NeturallySpeaking will charge a user's credit card according to the agreed upon fee between user and NeturallySpeaking for use of the services of the Site. Users will pay fees according to the applicable "Price Menu" set forth on the NeturallySpeaking Site. No additional notice or consent will be required for billings to user's credit card for all amounts (including late charges and cancellation fees). You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. Your payment obligations survive any termination of this Agreement. While NeturallySpeaking will use its best efforts to ensure the privacy of all credit card and other personal information, we expressly disclaim any liability for any damage that may result should any such information be released to any third parties. User does hereby agree to hold NeturallySpeaking harmless for any damages that may result there from. NeturallySpeaking will use a third party service to process your credit card

information. NeturallySpeaking is not responsible for any of the services offered by third party. You do hereby agree to indemnify and hold harmless NeturallySpeaking from any liability whatsoever that may result from the use of said party's services.

Late Payments/Disputes.

For any payment returned for nonpayment or for any credit card charge backs, we will assess an additional fee of twenty-five dollars (US\$25) and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in writing, (ii) marked Billing Dispute on the outside of the envelope, (iii) sent to the address provided in the Notices section below, and (iv) received by us within sixty (60) days after posting of the invoice.

Notices.

We may send you notices by mail or electronic means, in our sole discretion. Notices to you shall be effective 1) 3 days following the date deposited in the U.S. Mail or delivered to a nationally recognized courier or delivery service to your address as kept in our files and/or 2) immediately upon our transmission using an electronic means such as email or text messaging service. You are responsible for notifying us of any changes in your mailing or email address. Written notice to us shall be effective when directed to NeturallySpeaking, 2865 South Eagle Road, Suite 307, Newtown, PA 18940-1546 and received by us. Your notice must contain specific information adequate to identify you and your Service. Oral and electronic notices shall be deemed effective on the date reflected in our records.

Modification of the Terms of this Agreement.

NeturallySpeaking reserves the right to make changes to this Agreement from time to time. NeturallySpeaking shall provide notice to User of any substantive and/or material changes to this Agreement or any policies posted on the Site. It is, however, the responsibility of the user to review the terms of this Agreement each time any users view the Site. NeturallySpeaking is not responsible for any damage that may result should user fail to review this User Agreement following any modifications that may be implemented herein.

Term of Agreement.

This Agreement will become effective with respect to the User immediately upon any use by the User of the Site or Service and shall remain effective unless terminated by either party as provided hereunder. Either party may terminate this Agreement by providing the other with written or email notice of such termination which shall be effective immediately upon delivery of such notice to the other party. Furthermore,

NeturallySpeaking may terminate this Agreement with any User immediately for any breach of this Agreement or any applicable policy of NeturallySpeaking as posted on the Site from time to time. No reimbursements for any fees charged in connection with services offered on the Site shall be issued where reason for termination is due to the violation of any of the terms and conditions set forth herein or in any other policy posted on this Site. In the event of termination or expiration, the following sections shall survive: Term of Agreement; Ownership and Intellectual Property Rights; Limitation of Liability; Notice; Release; Late Payments/Disputes; Disclaimer of Warranties; Arbitration; General Provisions; Miscellaneous; as well as all provisions related to billing and payment terms to the extent User has not paid money owing to Network Junction.

Ownership and Intellectual Property Rights.

All text, graphics, editorial content, data, formatting, graphs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively, "Proprietary Material") that Users see or read on the Site is owned by NeturallySpeaking or is used with permission of the rightful owner. This Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. NeturallySpeaking owns all Proprietary Material as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. Users may not copy, download, use redesign, reconfigure or re-transmit anything from the NeturallySpeaking Site without NeturallySpeaking' prior express written permission. Furthermore, Users are not allowed to post or distribute any material they do not own, or which they do not have permission to use. Violation of this policy may result in copyright, trademark or other intellectual property rights violations, and subject Users to termination from the use of this Site or civil or criminal penalties.

In addition, the Site contains material protected by the domestic and international laws of copyright, patents or other proprietary rights and laws. Any use of such Proprietary Material, other than as permitted herein, is expressly prohibited without the prior permission of NeturallySpeaking and/or the relevant right holder. You shall be solely responsible, and agree to assume all responsibility to fullest extent allowed by law, for your own content and the consequences of posting or publishing said content or otherwise using Our Service to post, distribute or other use content in connection with use of Junction Network provided Services.

Limited License.

NeturallySpeaking grants its users a nonexclusive, revocable right to use the Site provided that users do not (i) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, (ii) modify or attempt to modify the Site in any manner or form.

Modifications to the Site.

NeturallySpeaking reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Site or Service or any content or information on the Site with or without notice to user. Users agree that NeturallySpeaking shall not be liable to any user or any third party for any modification or discontinuance of the Site or Service.

Account, password and security.

You are responsible for maintaining the confidentiality of any password and account number provided by themselves or NeturallySpeaking for accessing the Site or Service, and You are fully responsible for all activities that occur under user's password or account. User agrees to immediately notify NeturallySpeaking of any unauthorized use of a user's password or account or any other breach of security.

No Agency.

You and NeturallySpeaking are not legally affiliated in any way by virtue of your membership or usage of NeturallySpeaking Sites or Services or intellectual property other than the terms and conditions stated in this User Agreement and no independent contractor, agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. NeturallySpeaking is not an employment service and does not serve as an employer of any parties that may use this Site. As such, NeturallySpeaking expressly disclaims any liability that may arise between users of its Site.

Disclaimer of Warranties.

USER EXPRESSLY AGREES THAT THE USE OF THE SITE AND SERVICE IS AT USER'S SOLE RISK. NEITHER NETURALLYSPEAKING NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE. THE SITE AND SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER NETURALLYSPEAKING NOR ITS LICENSORS WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THE INFORMATION APPEARING ON THE SITE. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OF YOUR USE OF THE INFORMATION. NETURALLYSPEAKING AND AFFILIATES DO NOT WARRANT THAT THE SITE IS FREE OF VIRUSES, WORMS , TROJAN HORSES OR OTHER HARMFUL COMPONENTS. NETURALLYSPEAKING AND AFFILIATES TAKE REASONABLE MEASURES TO ENSURE THAT INFORMATION PROVIDED BY USERS IS DISCLOSED ONLY TO THOSE SPECIFIED BY USERS.

NETURALLYSPEAKING CANNOT AND DOES NOT, HOWEVER, GUARANTEE THAT THE PERSONAL INFORMATION ENTERED BY USERS WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS. USERS AGREE NOT TO HOLD NETURALLYSPEAKING, PRINCIPALS, AGENTS, CONTRACTORS EMPLOYEES AND AFFILIATES LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ANY SUCH MISAPPROPRIATION, INTERCEPTION, DELETION, DESTRUCTION OR USE OF INFORMATION PROVIDED THROUGH THE SITE. NETURALLYSPEAKING AND AFFILIATES ARE NOT AND SHALL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING FROM THE USE OR INABILITY TO USE THE SITE OR SERVICE. SHOULD ANY INTERRUPTION OCCUR WITH THE SITE OR SERVICE, WHETHER WITHIN THE CONTROL OF NETURALLYSPEAKING OR NOT, NETURALLYSPEAKING EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY DAMAGES, INCIDENTAL OR CONSEQUENTIAL THAT MAY RESULT TO ANY PARTY INCLUDING ANY USER (WHETHER A PAYING MEMBER/USER OR NOT) OF THE SITE OR SERVICE.

Limitation of Liability.

User agrees not to hold NeturallySpeaking, NeturallySpeaking' principals, agents and employees, officers, directors, or participants liable for any advice, representations and/or services delivered which originated through the Site or were otherwise provided by any user. All users of this Site or the Service release NeturallySpeaking, NeturallySpeaking' principal's, agents, officers, directors, and employees from claims, demands and damages (actual or consequential) of every kind and nature, known and unknown, disclosed and undisclosed, arising out of or in any way connected by any parties other than NeturallySpeaking in connection with the Sites. Users further agree that they will cooperate as reasonably required in the defense of any such claims. NeturallySpeaking and any assigns, subsidiaries or affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and Users shall not, in any event, settle any such claim or matter without the written consent of NeturallySpeaking. Users further agree to hold harmless NeturallySpeaking and Affiliates from any claim arising from a third party's use of information or materials of any kind that they post in a Public Area.

Under no circumstances will NeturallySpeaking or its Affiliates be liable to any party for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement. Furthermore, the aggregate liability of NeturallySpeaking or its Affiliates arising with respect to this Agreement and the Site will not exceed the total amounts paid by user in the previous twelve (12) months under this Agreement. Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail.

Arbitration.

Any controversy or claim arising out of or relating to this Agreement or our services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Commonwealth of Pennsylvania and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or NeturallySpeaking may seek any interim or preliminary relief from a court of competent jurisdiction in the Commonwealth of Pennsylvania, necessary to protect the rights or property of you or NeturallySpeaking pending the completion of arbitration.

General Provisions.

Failure by NeturallySpeaking to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules. All claims and disputes arising out of these Terms or Use or use of the Site, other than action for specific performance or injunctive relief brought by NeturallySpeaking, shall be exclusively brought in the federal, state or local courts located in the Commonwealth of Pennsylvania; and, with regard to such claims and disputes, Users hereby irrevocably (i) submit to the exercise of personal jurisdiction over them by those courts, and (ii) waive any jurisdictional, venue, or inconvenient forum objections to such courts. These Terms of Use constitute the entire agreement between Users and NeturallySpeaking with respect to the Site, and supersede all prior agreements or understandings, whether written or oral, between Users and NeturallySpeaking with respect to the Site. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use and Policy regarding Privacy inure to the benefit of NeturallySpeaking, its successors and assigns.

Miscellaneous.

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania (excluding any rules governing choice of laws) and any legal proceeding arising out of this Agreement will occur in the Commonwealth of Pennsylvania. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors

and assigns of the parties hereto. This Agreement (and the policies referenced herein and incorporated by reference) constitutes the entire agreement between NeturallySpeaking and any user with respect to the subject matter hereof, and users have not relied upon any promises or representations by NeturallySpeaking with respect to the subject matter except as set forth herein.