

HopDial Terms of Service

Effective Date: January 6, 2026

BY EXECUTING A SERVICE ACTIVATION FORM AGREEMENT OR OTHERWISE SUBSCRIBING TO HOPDIAL'S SERVICES, YOU ENTER INTO A BINDING CONTRACT WITH HOPDIAL, INC. THIS CONTRACT IS COMPRISED OF THE SERVICE ACTIVATION FORM AGREEMENT, THE APPLICABLE SERVICE DESCRIPTION, AND THIS TERMS OF SERVICE AGREEMENT (COLLECTIVELY, THE "AGREEMENT"). BY SUBSCRIBING TO OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH HEREIN AND INCORPORATED BY REFERENCE.

1. INTRODUCTION

This HopDial Terms of Service, together with any operating rules, policies, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the "Agreement"), constitutes the entire agreement between HopDial, Inc., a Pennsylvania corporation (hereinafter referred to as "we," "us," or "HopDial") and the party set forth in the related Service Activation Form Agreement (hereinafter referred to as "you," "your," "user," or "Customer") regarding HopDial's Services (as defined herein). For purposes of this Agreement, the term "HopDial" includes its respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys, and any other service provider that furnishes services or devices to you in connection with this Agreement.

2. DEFINITION OF SERVICES

HopDial provides a suite of cloud-based business communications solutions, including VoIP Phone Services, Unified Communications as a Service (UCaaS), Fax, Messaging, Paging, AI Insights for Calls, and AI Agents (collectively, the "Services"). The Services utilize data networks, including the Internet, to transport voice, data, and other communications that have been converted into data packets. Not all Customers subscribe to all Services; each Customer's specific Services are defined in the Customer's Service Activation Form Agreement. For purposes of this Agreement, the term "Services" shall mean the applicable HopDial services, including all software, equipment, and other features, products, and services provided by HopDial under the service plan set forth in the Customer's Service Activation Form Agreement.

3. AMENDMENTS AND REVISIONS

HopDial may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) from time to time. Notice of any such revisions shall be provided by one or more of the following methods: (a) posting on the HopDial website at www.HopDial.com (the "Website"); (b) email to the address on file for your account; or (c) written notice delivered in accordance

with Section 25 (Notices) of this Agreement. Revisions shall become effective thirty (30) days after the date notice is first provided, unless a later effective date is specified in the notice. Your continued use of the Services after the effective date of any revision constitutes your acceptance of and agreement to such revision. If you do not agree to any revision, you must terminate your Services prior to the effective date of the revision, subject to the termination provisions set forth in Section 8 of this Agreement.

4. CUSTOMER REPRESENTATIONS

You represent and warrant that: (a) your primary business address is in the United States; (b) you are at least eighteen (18) years of age or the age of majority in the jurisdiction in which you reside; (c) you possess the legal right and ability to enter into this Agreement; (d) your name, username, contact information, and registered location are true and correct; and (e) you are authorized to act on behalf of your company or organization. You understand that HopDial relies on the information you supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Services, and the inability of a 911-dialed call to be correctly routed to emergency service personnel. You agree to promptly notify HopDial whenever your business or billing information changes (including, but not limited to, your name, address, email address, and telephone number). You agree to be financially responsible for your use of the Services as well as for use of your account by others.

5. USE OF SERVICES AND DEVICE

5.1. Business Use.

The Services are provided to you exclusively for business and professional use. You shall not use the Services for any personal, residential, non-business, or non-professional purpose. You shall not resell or transfer the Services to any other person for any purpose or make any charge for the use of the Services without express written permission from HopDial in advance. HopDial reserves the right to immediately terminate, change the service plan, or modify the Services if HopDial determines, in its sole discretion, that you are using the Services for non-business or non-commercial use.

5.2. User Responsibility.

You agree that you are responsible for all use of the Services related to your account. You accept full liability and responsibility for your actions and the actions of anyone who uses the Services via your account, with or without your permission. You acknowledge that HopDial will send you information, including your password, via email over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information and telephone calls you transmit over the Internet. To maintain the security of your Services, you should safeguard your user IDs and passwords, as well as the media access control (MAC) address of the adapter.

5.3. Use of Services and Device by Customers Outside the United States.

While HopDial encourages use of the Services within the United States to other countries, HopDial does not presently offer or support the Services to customers located in any country other than the United

States. HopDial's Services are only for use by persons or entities whose primary business address is in the United States. HopDial's Services are designed to work generally with unencumbered high-speed Internet connections. However, if the high-speed Internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VoIP services, HopDial does not represent or warrant that use of the Services by you is permitted by any other jurisdiction or by any ISP. If you remove the device to a country other than the United States or use the Services from there, you do so at your own risk, including the risk that such activity violates local laws. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. HopDial reserves the right to disconnect Services immediately if HopDial determines, in its sole and absolute discretion, that you have used the Services or the device in violation of applicable laws. You are solely liable for any and all use of the Services and/or device by any person making use of the Services or device provided to you.

6. LOCAL NUMBER PORTABILITY

6.1. Authorization.

In the event you are transferring an existing phone number from another carrier, you hereby authorize HopDial to process your order for the Services and to notify your current service provider of your decision to switch your local services to HopDial and to transfer your telephone number. You represent that you are authorized to take these actions. You may be required to complete a letter of authorization, provide a copy of your most recent bill from your service provider, and provide any other information required to port your number. Failure to provide any requested information will delay the porting of the number to HopDial. HopDial shall not be responsible for any delay in the port of your number and will not provide credit for any such delays.

6.2. Limitation.

HopDial has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.

7. SERVICE DISTINCTIONS

You acknowledge and understand that the Services are not traditional telephone services and are provided on a best-efforts basis. Important distinctions exist between traditional telephone service and the Services provided by HopDial. The Services are subject to different regulatory treatment than traditional telephone service, which may limit or otherwise affect your rights of redress before federal and state telecommunications regulatory agencies or judicial forums. Events beyond our control may affect the Services, such as power outages, fluctuations in the Internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to the Services.

7.1. Emergency Services — 911 Dialing.

You acknowledge and understand that HopDial 911 dialing is different from traditional 911 service. See the complete 911 disclosure posted on the Website at www.HopDial.com. YOUR SERVICES WILL NOT

BE ACTIVATED UNTIL HOPDIAL RECEIVES AN AFFIRMATIVE ACKNOWLEDGMENT THAT YOU HAVE READ AND UNDERSTOOD THE 911 DISCLOSURE AGREEMENT.

7.2. No 0+ or Operator Assisted Calling; May Not Support x11 Calling.

You acknowledge and understand that the Services do not necessarily support 0+ or operator assisted calling, including, without limitation, collect calls, third-party billing calls, 900 calls, calling card calls, or dial-around calls. The Services may not support 311, 511, and other x11 services in one or more service areas.

7.3. Incompatibility with Other Services.

7.3.1. Non-Voice Equipment Limitations. You acknowledge and understand that the Services are not compatible with all non-voice communications equipment, including but not limited to some office security systems that make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems, and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against HopDial for interference with or disruption of such systems due to the Services.

7.3.2. Certain Broadband, Cable Modem, and Other Services. There may be other services with which the Services are incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Services. HopDial does not warrant that the Services will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of the Services with any particular broadband service.

7.4. Use Outside of the United States.

HopDial's Services do not provide access to emergency services in any country outside of the United States. HopDial disclaims any obligation to provide you with access to emergency services in any jurisdiction other than the United States.

8. LENGTH OF SERVICE; RENEWAL AND CANCELLATION

8.1. Service Term.

The Services are provided for the term set forth in your Service Activation Form Agreement. Your term begins on the date you first ordered the Services (the "Subscription Date") or the date HopDial successfully processes your payment, whichever is later. The term does not begin on the day you receive equipment or the first time you use the Services. You are purchasing the Services for the full service term as set forth in the Service Activation Form Agreement.

8.2. Automatic Renewal.

The Services shall automatically renew for successive terms of the same duration as the initial term on each anniversary of your Subscription Date, unless you provide written notice of cancellation to HopDial at least sixty (60) days prior to the end of the then-current term. Upon renewal, the Services will be billed

at the then-current rates. The renewal begins on the day after the last day of the expiring term. See Section 8.5 for termination procedures.

8.3. HopDial's Right to Disconnect.

HopDial has the right to suspend or discontinue the Services generally, or to disconnect your Services, at any time. In addition, HopDial reserves the right to immediately disconnect the Services at any time without notice due to non-payment or unlawful or inappropriate use of the Services as described in the Acceptable Use Policy.

8.3.1. All charges owed at the time of disconnection will be immediately payable. HopDial will pursue collection for unpaid amounts on disconnected accounts and may report unpaid charges to credit bureaus.

8.4. Customer's Right to Disconnect.

Within sixty (60) calendar days of activation, you have the right to discontinue the Services under the following circumstances: (a) severe, unrepairable call quality issues exist due to HopDial call processing; or (b) phone system or functionality issues that HopDial is unable to resolve after three (3) documented attempts or trouble tickets. To exercise this right, Customer must provide written notice to HopDial referencing the applicable trouble tickets or documented service issues.

8.4.1. All charges owed at the time of disconnection will be immediately payable. HopDial will pursue collection for unpaid amounts on disconnected accounts and may report unpaid charges to credit bureaus.

8.5. Termination of Service.

To terminate the Services, you must contact the HopDial Customer Care Department via email at billing@HopDial.com or by calling 1-866-305-0407 at least sixty (60) days prior to the expiration of the then-current service term. Termination requests received less than sixty (60) days before the end of the current term will be effective at the end of the next renewal term. Upon termination: (a) all outstanding charges become immediately due and payable; (b) you may request number porting to another carrier, subject to applicable porting rules and timelines; and (c) HopDial will issue a final invoice reflecting any remaining charges or credits within thirty (30) days of the effective termination date.

9. FEES AND CHARGES

9.1. General.

All fees and charges for the Services are as set forth in the Customer's Service Activation Form Agreement. HopDial may revise fees and charges from time to time upon written notice to the Customer in accordance with Section 3 of this Agreement. Revised pricing may be applied to renewals of existing Services. HopDial may introduce new products and services at special introductory pricing. Introductory pricing will not be applied retroactively to existing Services and may be applied for only limited periods of time. HopDial may change introductory pricing at its discretion.

9.2. Billing Increments.

All billing policies and billing increments are defined by the specific service plan the Customer has selected as set forth in the Customer's Service Activation Form Agreement.

9.3. Taxes.

Customer is responsible for, and shall pay, any applicable federal, state, municipal, local, or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility, and other taxes, fees, and charges now in force or enacted in the future that arise from or as a result of Customer's subscription to, use of, or payment for the Services or a device. Such amounts are in addition to payment for the Services or device and will be billed to you. If Customer is exempt from payment of such taxes, Customer will provide HopDial with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date HopDial receives such certificate.

9.4. Charges for Directory Calls (411).

HopDial will charge \$1.25 for each call you make to HopDial directory assistance.

9.5. Activation Fee.

One-time activation fees and any other installation fees that may apply are specified in your Service Activation Form Agreement and vary by product and plan chosen.

9.6. Regulatory Recovery Fee.

A Regulatory Recovery Fee shall be charged monthly to offset costs incurred by HopDial in complying with obligations imposed by federal, state, and municipal regulatory bodies and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee may apply to every phone number assigned, including toll-free and virtual numbers.

9.7. Reinstatement Fee.

Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee of up to \$25.00.

10. BILLING AND PAYMENT

10.1. Billing.

HopDial will charge you in advance for each term of service. When you subscribe to the Services, you must provide a valid email address and an accepted payment method. HopDial's primary accepted payment methods are ACH (Automated Clearing House) transfers and checks. Credit cards may be accepted as an alternative payment method, subject to an additional surcharge. HopDial does not accept debit cards as a form of payment. HopDial reserves the right to stop accepting any particular payment method or your payments. You must advise HopDial immediately if your payment method changes, your billing address changes, or your email address changes. Except for usage-based charges, HopDial will bill in advance all charges, fees, taxes, and surcharges for each service term. Usage-based charges and any

other charges that HopDial decides to bill as due immediately will be billed monthly. Bills will be posted to the customer portal and emailed to the email address on record.

10.2. Payment.

When you subscribe to the Services, you authorize HopDial to collect payment via your designated payment method (ACH, check, or, where applicable, credit card with surcharge). This authorization will remain valid until thirty (30) days after you terminate HopDial's authority to charge your payment method.

10.3. Collection.

If HopDial disconnects the Services, you will remain liable for all charges under this Agreement and all costs HopDial incurs to collect these charges, including, without limitation, collection costs and attorneys' fees. You also agree to pay any additional charges or fees applied to your billing account, including but not limited to interest and charges due to insufficient funds.

10.4. Billing Disputes.

If you dispute any charge on your statement or any amount debited from your account, you must notify HopDial in writing within thirty (30) days after the date of the statement or the date the funds are debited from your account. Failure to provide timely notice shall constitute a waiver of the dispute. All billing dispute notifications must be sent to billing@HopDial.com. Upon receipt of a timely billing dispute notice, HopDial will investigate the disputed charge and provide a written response within thirty (30) days. During the investigation, any undisputed amounts remain due and payable. If HopDial determines that a billing error occurred, HopDial will issue a credit or refund, as appropriate, within thirty (30) days of such determination. If HopDial determines that the charge was correct, HopDial will provide a written explanation, and the disputed amount will become immediately due and payable.

11. PRICING AND PAYMENT

11.1. Prices and Fees.

HopDial fees and charges for the Services are set forth in the Customer's Service Activation Form Agreement unless otherwise provided for in this Agreement. You agree to pay the applicable one-time and recurring charges. You further agree that any taxes and other charges, including but not limited to account setup fees, adapter fees, equipment charges, shipping and handling, and other non-recurring charges, will be charged to your designated payment method. Recurring charges will be billed on the first day of every billing cycle. Your billing cycle will begin on the anniversary date of your Subscription Date as defined in Section 8.1.

11.2. Discontinuation of Service for Nonpayment.

The Services may be denied or discontinued without notice at any time if payment is not received when due. If payment fails for any reason during any billing process, you will have twenty-four (24) hours to arrange alternative payment with HopDial. If the payment issue is not resolved within forty-eight (48)

hours, HopDial will deactivate the Services. If payment is received within twenty-four (24) hours, your service plan and billing cycle will remain unchanged. HopDial reserves the right to modify the per-minute calling plan at any time. You agree to pay all charges owed to HopDial, including the reinstatement fee for reactivated services. In the event HopDial utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse HopDial for all expenses incurred, including attorneys' fees.

11.3. Promotions.

HopDial may limit the number of promotions you may be eligible for in a given period. Promotions may be cancelled by HopDial at any time.

12. ACCEPTABLE USE POLICY

You agree to comply with the HopDial Acceptable Use Policy ("AUP"), which is posted on the Website at www.HopDial.com and is incorporated into this Agreement by reference. Changes to the AUP may be made at any time and will be effective the day following posting to the Website.

13. MANAGEMENT OF YOUR DATA AND EQUIPMENT

13.1. System Management and Service Performance.

You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment, including your computer, telephone, and software, as well as any necessary system or software upgrades, patches, or other fixes that are or may become necessary to access the Services and to operate your equipment. HopDial will only provide technical assistance with respect to HopDial-provided services and equipment.

13.2. Softphone Applications and Customer Equipment.

HopDial may provide softphone applications (web-based or installable) that allow you to use the Services on your computer or mobile device. HopDial does not access, control, or manage your computer, its settings, or any other customer-owned equipment. You are solely responsible for ensuring that your computer and devices meet the minimum system requirements necessary to operate the softphone application. HopDial automatically measures and monitors network performance as it relates to the Services. You hereby consent to HopDial's monitoring of your Internet connection and network performance as they relate to the delivery of the Services.

14. LIMITATION ON WARRANTIES AND LIABILITY

14.1. Disclaimer of Warranties.

HOPDIAL MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES OR DEVICE OR THE INSTALLATION THEREOF AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. HOPDIAL DOES NOT WARRANT THAT THE SERVICES OR DEVICE

WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. HOPDIAL DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT PERMITTED BY LAW.

14.2. No Credit Allowances for Interruption of Service.

HopDial will not provide credit for any interruption of the Services, including international calling services.

14.3. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS REPRESENTATIVES, AUTHORIZED ASSIGNS, OR ANYONE ELSE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE, OR LOSS OF PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, THE USE OF OR INABILITY TO USE THE SERVICES, THE DEVICE, OR THE INSTALLATION OF THE DEVICE, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, OR ANY OTHER THEORY) AND WHETHER OR NOT SUCH PARTY WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO HOPDIAL DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

HOPDIAL SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICES, INCLUDING 911 DIALING, CAUSED BY EVENTS BEYOND HOPDIAL'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OR OMISSIONS OF UNDERLYING CARRIERS, SERVICE PROVIDERS, VENDORS, OR THIRD PARTIES; EQUIPMENT, NETWORK, OR FACILITY FAILURE; FORCE MAJEURE EVENTS (AS DEFINED IN SECTION 22); LOSS OF POWER OR INTERNET SERVICE; OR ANY OTHER CAUSE BEYOND HOPDIAL'S CONTROL. HOPDIAL SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO HOPDIAL'S OR CUSTOMER'S TRANSMISSION FACILITIES, PREMISES, EQUIPMENT, OR DATA.

THE LIMITATIONS SET FORTH IN THIS SECTION APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY

AND ALL OTHER THEORIES OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. INDEMNIFICATION

15.1. Customer Indemnification.

You agree to defend, indemnify, and hold harmless HopDial and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of or inability to use the Services or device; (b) any breach of this Agreement by you; (c) any violation of applicable law by you; or (d) any use of the Services or device by any person using your account, unless such claims arise from HopDial's gross negligence, recklessness, or willful misconduct.

15.2. HopDial Indemnification.

HopDial agrees to defend, indemnify, and hold harmless Customer from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to HopDial's gross negligence, recklessness, or willful misconduct in the provision of the Services.

15.3. Indemnification Procedures.

The indemnifying party shall have the right to control the defense of any claim subject to indemnification under this Section, including the selection of counsel. The indemnified party shall provide prompt written notice of any claim, cooperate fully with the indemnifying party in the defense of such claim, and shall not settle any claim without the indemnifying party's prior written consent. The indemnified party may participate in the defense at its own expense.

15.4. Survival.

The obligations set forth in this Section 15 shall survive the termination or expiration of this Agreement.

16. CONTENT

You are liable for all liability that may arise from the content you transmit to any person using the Services or device, whether or not you authorize such transmission. You represent and warrant that you and anyone who uses the Services, and all content transmitted, comply at all times with all applicable laws, regulations, and written and electronic instructions for using the Services and the device.

17. DISPUTE RESOLUTION AND BINDING ARBITRATION

17.1. General.

It is important that you read this entire section carefully. This section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.

17.2. Agreement to Arbitrate.

HopDial and you agree to arbitrate any and all disputes and claims between you and HopDial, except with respect to claims for amounts owed for services rendered. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: (a) disputes and claims arising out of or relating to any aspect of the relationship between you and HopDial, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (b) disputes and claims that arose before this or any prior agreement; (c) disputes and claims that may arise after the termination of this Agreement; (d) disputes and claims that are currently the subject of individual litigation; (e) disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (f) disputes and claims concerning the scope of this arbitration provision. References to “HopDial,” “us,” and “you” in this Section include the parties’ respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns.

17.3. Informal Resolution of Disputes.

HopDial’s Customer Care Department can resolve most customer concerns quickly and to the customer’s satisfaction. If you have a dispute or claim against HopDial, you should first contact the Customer Care Department at 1-866-305-0407 and provide, in detail and including supporting documents or analysis, the basis of your claim. Customer Care shall have fourteen (14) days to research and respond to your claim. If your dispute or claim is not resolved to your satisfaction, you may seek resolution as set forth below.

17.4. Formal Notice of Disputes.

A party who intends to seek arbitration must first send to the other party a written “Notice of Dispute” setting forth in detail, including supporting documentation, the grounds of the dispute. The Notice of Dispute to HopDial must be sent by certified mail to: HopDial, Attention: General Counsel, 1206 Churchill Rd., Glenside, PA 19038.

17.4.1. The Notice of Dispute must describe the nature and basis of the dispute or claim and set forth the specific relief sought. If you and HopDial do not reach an agreement to resolve the dispute within thirty (30) days after the Notice of Dispute is received, either party may commence an arbitration proceeding. The amount of any settlement offer made by either party shall be non-discoverable and shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which either party is entitled.

17.5. Arbitrator and Arbitral Rules.

The arbitration shall be administered by an arbitration organization selected by HopDial at the time required. All arbitration proceedings shall be conducted in Montgomery County, Pennsylvania.

17.6. Waiver of Judge or Jury Trial.

YOU AND HOPDIAL AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND HOPDIAL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY.

17.7. Waiver of Class Actions.

You and HopDial agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and HopDial agree that you and HopDial may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Unless you and HopDial agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims and may not preside over any form of a representative or class proceeding. If this specific waiver of class actions provision, or any portion thereof, is found to be unenforceable, then the entirety of this dispute resolution and binding arbitration section shall be null and void.

17.8. Statute of Limitations.

You must present a claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes, which are subject to Sections 10 and 11 of this Agreement), or you waive the right to pursue a claim based upon such event, facts, or dispute.

17.9. Exceptions to Arbitration.

Notwithstanding the obligation to arbitrate, you and HopDial agree that: (a) either party may bring a dispute in small claims court if the dispute qualifies for hearing by such court; (b) if you fail to timely pay amounts due, HopDial may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past-due debt and any interest or cost of collection permitted by law or this Agreement; (c) either party may take disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (d) any dispute related to or arising from allegations of fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and (e) either party may seek interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of that party pending the completion of arbitration. For any court proceedings permitted under this Section, exclusive venue and jurisdiction shall lie in the state or federal courts located in Montgomery County, Pennsylvania.

17.10. Modification of Arbitration.

If HopDial makes any substantive change to this arbitration provision, you may reject any such change and require HopDial to adhere to the language in this provision as it existed prior to such change.

17.11. Venue and Jurisdiction.

All arbitration proceedings shall be conducted in Montgomery County, Pennsylvania. For any claims or proceedings not subject to arbitration under this Agreement, including actions to enforce an arbitration award, exclusive venue and jurisdiction shall lie in the state or federal courts located in Montgomery County, Pennsylvania.

18. GOVERNING LAW

This Agreement and the relationship between you and HopDial shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. Any claim or proceeding arising under or related to this Agreement that is not subject to

arbitration shall be brought exclusively in the state or federal courts located in Montgomery County, Pennsylvania, and each party irrevocably consents to the personal jurisdiction and venue of such courts.

19. PRIVACY

HopDial's Services utilize, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that HopDial cannot guarantee that voice over IP communication is completely secure. You agree that HopDial may access all features of your account and the Services to determine whether the Services are being used fraudulently and/or in violation of this Agreement, and for any other lawful purposes. YOU AGREE THAT HOPDIAL SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. HopDial is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with HopDial. HopDial will not sell, rent, or lease your personally identifiable information to others. Upon the appropriate request of a government agency, law enforcement agency, court, or as otherwise required by law, HopDial may disclose personally identifiable information.

20. EXPORT COMPLIANCE

You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations administered by the Department of Commerce, Bureau of Industry and Security. You expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Services or device, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.

21. ASSIGNMENT

HopDial may assign all or part of its rights or duties under this Agreement without notice to you. If HopDial does so, HopDial shall have no further obligation to you with respect to the assigned rights or duties. You may not assign this Agreement or the Services or device without HopDial's prior written consent.

22. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance under this Agreement caused by events beyond such party's reasonable control, including without limitation acts of God, earthquakes, fires, floods, hurricanes, epidemics, pandemics, riots, wars, terrorism, government actions, embargoes, sanctions, strikes, labor difficulties, utility or telecommunications failures, power outages, Internet service disruptions, equipment failures, cyberattacks, or late delivery by suppliers (each, a "Force Majeure Event"). The affected party shall provide prompt notice to the other party of the Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects. If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate this Agreement upon written notice to the other party.

23. SURVIVAL

The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, dispute resolution, billing, your obligation to pay for the Services and any additional usage charges, and any other provisions that by their nature should survive, shall survive the termination or expiration of this Agreement and the termination of the Services.

24. CALEA COMPLIANCE

HopDial intends to fully comply with the Communications Assistance for Law Enforcement Act (“CALEA”). By using the Services, you hereby agree and consent to HopDial’s right to monitor and otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.

25. NOTICES

All formal notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when: (a) delivered personally; (b) sent by certified or registered mail, return receipt requested, postage prepaid; (c) sent by nationally recognized overnight courier; or (d) sent by email with confirmation of receipt. Notices to HopDial shall be addressed to: HopDial, Inc., Attention: General Counsel, 1206 Churchill Rd., Glenside, PA 19038, or by email to billing@HopDial.com. Notices to Customer shall be sent to the mailing address or email address on file for Customer’s account. Either party may change its notice address by providing written notice to the other party in accordance with this Section.

26. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement, which shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties’ original intent, or if such modification is not possible, shall be severed from this Agreement.

27. ENTIRE AGREEMENT

This Agreement, together with the Service Activation Form Agreement, the applicable service description, the Acceptable Use Policy, the 911 Disclosure Agreement, and any other documents expressly incorporated by reference herein, constitutes the entire agreement between you and HopDial with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, discussions, representations, understandings, writings, commitments, and communications, whether oral or written, between the parties concerning its subject matter. No amendment or modification of this Agreement shall be binding upon either party unless made in writing and executed by authorized representatives of both parties, or as otherwise provided in Section 3 (Amendments and Revisions) of this Agreement.

28. NO WAIVER OF RIGHTS

The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. HopDial reserves all of its rights at law and in equity to proceed against anyone who uses the Services or device illegally or improperly.

29. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and does not create any third-party beneficiary rights. If you are not a party to this Agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action arising hereunder.

30. SOFTWARE COPYRIGHT

Any software used by HopDial to provide the Services and any software provided to you in conjunction with the Services is protected by copyright law and international treaty provisions. You may not copy the software or any portion thereof.

31. COPYRIGHT AND TRADEMARK; DMCA NOTICE

The Website content, materials, services, logos, service marks, and trademarks of HopDial are protected by trademark, copyright, and other intellectual property laws and international treaty provisions. Infringement by you may result in civil or criminal prosecution.