

# **City Communications Integrated, LLC (www.citycommunications.net) Web Site Terms & Conditions**

## **Agreement between User and City Communications Integrated, LLC**

Citycommunications.net is owned and operated by City Communications Integrated, LLC ("citycommunications.net", "City communications", or "we"). This web site ("Site") is intended for personal, noncommercial use. This Agreement describes the terms and conditions applicable to the services available through this Site. This Agreement describes your responsibilities and, among other things, limits the liability of citycommunications.net. BEFORE SUBMITTING AN ACCOUNT REGISTRATION FORM AND/OR USING ANY OF THESE SERVICES, PLEASE READ ALL OF THIS AGREEMENT CAREFULLY. BY ACCESSING ANY AREAS OF THIS SITE, USERS ("USERS" OR "YOU") AGREE TO BE LEGALLY BOUND WITHOUT LIMITATION, QUALIFICATION, OR CHANGE AND TO ABIDE BY THESE TERMS AND CONDITIONS, WHICH WILL CONSTITUTE OUR AGREEMENT ("AGREEMENT"). If at any time you do not agree with any part of this Agreement, YOU MUST DISCONTINUE USE OF THIS SITE. Citycommunications.net reserves the right, in its sole discretion, to amend, modify, or alter this Agreement at any time by posting the amended terms on this Site. We recommend that you review these terms and conditions periodically. The amended terms shall be effective from and after the date that they are posted on the Site. This Agreement may not otherwise be amended except in writing signed by both parties. Citycommunications.net incorporates herein, by reference, its Privacy Policy.

WITHOUT LIMITATION OF ANY OTHER PROVISIONS OF THIS AGREEMENT, YOU MAY NOT USE THIS SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO THIS SITE MAY BE TERMINATED IMMEDIATELY IN CITYCOMMUNICATIONS.NET'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

## **PART I General Terms and Conditions**

### **Copyright Notice**

You, the User, acknowledge that all content included on this Site, including the information, data, software, photographs, graphs, video, typefaces, graphics, music, sounds, images, illustrations, maps, designs, icons, written and other material (collectively, "Content") and the arrangement and compilation of the Content are intellectual property and copyrighted works of citycommunications.net and/or its third-party providers that provide services through this Site ("Providers"). Reproduction or storage of information or works retrieved from this Site, in all forms, media and technologies now existing or hereafter developed, is subject to the U.S. Copyright Act of 1976, Title 17 of the United States Code and all applicable international copyright treaties and conventions, including without limitation, the Berne Convention and the Universal Copyright Convention.

### **Trademark Notice**

"CITYCOMMUNICATIONS.NET" and "CITY COMMUNICATIONS INTEGRATED" and "CITYCARE" are registered service marks of City Communications Integrated, LLC. Other product and company names identified on this Site may be the name, trademark, trade name, service mark, logo, symbol or other proprietary designation of citycommunications.net or a third-

party. The use on this Site of any name, trade name, trademark, service mark, logo, symbol or other proprietary designation or marking of or belonging to any third-party, and the availability of specific goods or services from such third-party through this Site, should not be construed as an endorsement or sponsorship of this Site by any such third-party, or the participation by such third-party in the offering of goods, services or information through this Site.

### **Acceptable Use/License**

City Communications grants you a limited, personal, nontransferable, non-sublicensable, revocable license to access and use this Site only as expressly permitted in this Agreement. Except for this limited license, we do not grant you any other rights or license with respect to this Site; any rights or license not expressly granted herein are reserved. The content and information on this Site (including, without limitation, price and availability of telecommunications services), as well as the infrastructure used to provide such content and information, is proprietary to citycommunications.net or its suppliers and providers. Accordingly, as a condition of using this Site, you agree not to use this Site or its contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is unlawful or prohibited by this Agreement. While you may make limited copies of your telecommunications services (and related documents) for services purchased through this Site, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this Site. In addition, whether or not you have a commercial purpose, you agree not to:

- i. access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of citycommunications.net;
- ii. violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
- iii. take any action that imposes, or may impose, in the discretion of citycommunications.net, an unreasonable or disproportionately large load on the citycommunications.net infrastructure; or
- iv. deep-link to any portion of this Site (including, without limitation, the purchase path for any telecom services) for any purpose without express written permission of citycommunications.net.
- v. deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this Site, or any postings which advocate illegal activity.
- vi. deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable.
- vii. deliver or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- viii. deliver or provide links to, any postings containing defamatory, false or libelous material.
- ix. deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- x. deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.
- xi. impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- xii. manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.
- xiii. use this Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Site or other users' computer equipment, or cause

- damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- xiv. attempt to gain unauthorized access to this Site, any related website, other accounts, computer system, or networks connected to this Site, through hacking, password mining, or any other means.
  - xv. obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site, including harvesting or otherwise collecting information about others such as email addresses

You may only use this Site to make legitimate changes, purchases or requests to purchase the products or services offered (each, a "Request") and shall not use this Site to make any speculative, false or fraudulent Requests or any Requests in anticipation of demand. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. You agree to provide correct and true information in connection with your use of this Site and you agree to promptly update your membership information (if applicable) in order to keep it current, complete and accurate. It is a violation of law to place a Request in a false name or with an invalid method of payment. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

City Communications reserves the right to cancel any services or any other transaction that it reasonably believes to have been fraudulently made, including without limitation, by unauthorized use of a credit or debit card.

### **Accounts, Security, Passwords**

You may register to utilize this Site by completing the specified registration process and providing us with current, complete, and accurate information as requested by the online registration form. It is your responsibility to maintain the currency, completeness and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. As part of the registration process, you will be asked to choose a security question. It is entirely your responsibility to maintain the confidentiality of your security question and your account. Additionally you are entirely responsible for any and all activities that occur under your account. You agree to notify citycommunications.net immediately of any unauthorized use of your account. Citycommunications.net is not liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge.

### **Privacy Policy**

You confirm that you have read our Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable and satisfactory to you. You consent to the use of your personal information by citycommunications.net and/or its third-party providers and distributors in accordance with the terms of and for the purposes set forth in the Privacy Policy. To the extent permitted by law, Citycommunications.net makes no representation or warranty with regard to the sufficiency of the security measures used for data handling and storage. Citycommunications.net will not be responsible for any actual or consequential damages that result from a lapse in compliance with the Privacy Policy because of a security breach or technical malfunction.

### **Disclaimer of Warranties**

UNLESS A PROVIDER HAS AGREED OTHERWISE, ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS

CONTAINED WITHIN OR AVAILABLE THROUGH THIS SITE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. CITYCOMMUNICATIONS.NET MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS WEBSITE TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CITYCOMMUNICATIONS.NET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. CITYCOMMUNICATIONS.NET DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE AND/OR ITS SERVERS WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. CITYCOMMUNICATIONS.NET DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS SITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

CITYCOMMUNICATIONS.NET IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR, ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

WITHOUT LIMITING THE FOREGOING, NO WARRANTY OR GUARANTEE IS MADE (I) REGARDING THE ACCEPTANCE OF ANY REQUEST, (II) THAT A USER WILL RECEIVE THE LOWEST AVAILABLE PRICE FOR GOODS AND/OR SERVICES AVAILABLE THROUGH THIS SITE, (III) REGARDING THE AVAILABILITY OF PRODUCTS AND/OR SERVICES THROUGH THIS SITE OR, WHERE APPLICABLE, AT ANY PARTICIPATING RETAILER OR RETAILER LOCATION, OR (IV) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE.

#### **General Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CITYCOMMUNICATIONS.NET, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, SUPPLIERS, LICENSORS, AGENTS OR OTHERS INVOLVED IN CREATING, SPONSORING, PROMOTING, OR OTHERWISE MAKING AVAILABLE THE SITE AND ITS CONTENTS (COLLECTIVELY THE "COVERED PARTIES?"), BE LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO: (I) LOSS OF GOODWILL, PROFITS, BUSINESS INTERRUPTION, DATA OR OTHER INTANGIBLE LOSSES; (II) YOUR INABILITY TO USE, UNAUTHORIZED USE OF, PERFORMANCE OR NON-PERFORMANCE OF THE SITE; (III) UNAUTHORIZED ACCESS TO OR TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS; (IV) THE PROVISION OR FAILURE TO PROVIDE ANY SERVICE; (V) ERRORS OR INACCURACIES CONTAINED ON THE SITE OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE; (VI) ANY TRANSACTIONS ENTERED INTO THROUGH THIS SITE; (VII) ANY PROPERTY DAMAGE INCLUDING DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THIS SITE OR ANY SITE TO WHICH IT PROVIDES HYPERLINKS; OR (VIII) DAMAGES OTHERWISE ARISING OUT OF THE USE OF THE SITE, ANY DELAY OR INABILITY TO USE THE SITE, OR ANY

INFORMATION, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SITE. THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. Further, to the extent permitted by law, the Covered Parties accept no responsibilities for any damage and/or delay due to Provider cancellations, shortages, sickness, pilferage, labor disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism or causes beyond the Covered Parties' control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Covered Party shall be responsible for any Provider's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor shall any Covered Party be responsible for any other wrongdoing of a Provider (including any liability in tort), as to any products and/or services available through this Site. No Covered Party shall be responsible for any Provider's failure to comply with this Agreement nor for any Provider's failure to comply with applicable federal, state, provincial and local law.

If, notwithstanding the above, a Covered Party is found liable for any loss or damage relating to the use of this Site, User agrees the liability of any such party shall in no event exceed the total charge to the User assessed by citycommunications.net for making a Request. Some states, to the extent their law might be deemed to apply notwithstanding the selection of Connecticut law as described below, do not allow the limitation of liability, so the foregoing limitations might not apply to you.

### **Indemnification**

You agree to defend and indemnify City communications, their affiliates, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought (i) by you or on behalf in excess of the liability described above; or (ii) by third parties as a result of:

- a. your breach of this Agreement
- b. your violation of any law or the rights of a third party; or
- c. your use of this Site.

### **Third Parties**

If you use this Site to submit Requests for or on behalf of a third-party ("Third-party"), such as your employer, you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third-party of all Terms and Conditions applicable to all products or services acquired through this Site including all rules and restrictions applicable thereto. Each User using this Site for or on behalf of a Third-party agrees to indemnify and hold each Covered Party harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defense), relating to the Third-party's or the User's failure to fulfill any of its obligations as described above. You are directly responsible for any Request submitted including for total charges and performance obligations.

### **User Comments, Feedback, and Other Submissions**

All comments, feedback, suggestions and ideas disclosed, submitted or offered to a Covered Party in connection with your use of this Site (collectively, "Comments"), shall be and remain the exclusive property of citycommunications.net and may be used by a Covered Party in any medium in accordance with our Privacy Policy. By providing your Comments to a Covered Party,

you shall be indicating your consent to the Covered Party's use of your Comments. For example, your Comments could be used on this Site and in radio, television, and print advertisements. Your first name, first initial of your last name, and town and state may be used with any Comments you submit. The information and opinions expressed in Comments on this Site are not necessarily those of citycommunications.net or its content providers, advertisers, sponsors, affiliated or related entities, and citycommunications.net makes no representations or warranties regarding that information or those opinions. Citycommunications.net does not represent or guarantee the truthfulness, accuracy, or reliability of any Comments or determine whether the Comments violate the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk. No Covered Party is under any obligation to maintain your Comments (and the use of your first name and first initial of your last name with any comments) in confidence, to pay to you any compensation for any Comments submitted, or to respond to any of your Comments. You agree you will be solely responsible for the content of any Comments you make.

### **Response to Requests**

While citycommunications.net will use its good faith efforts to respond to Requests within the time periods indicated on this Site, no guarantee is made that the status of your Request will be made available to you within the stated processing time. None of the Covered Parties is responsible for any errors or delays in responding to a Request including, without limitation, error or delays in responding to a Request caused by an incorrect e-mail address or other data provided by you or other technical problems beyond their control.

### **Links to Other Web Sites and Services**

To the extent this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. Citycommunications.net does not monitor or control the linked sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability, or availability of any of the content upload, displayed, or distributed, or products or services available at these sites. If you choose to access any third-party site, you do so at your own risk. The presence of a link to a third-party site does not constitute or imply citycommunications.net's endorsement, sponsorship, or recommendation of the third-party, or of the content, products or services contained on, or available through, any such third-party site.

### **Modification/Termination of Usage**

Citycommunications.net reserves the right, in its sole discretion, to modify, suspend, or terminate this Site and/or any portion thereof, including any service or product available through the Site, and/or your profile, password, or use of the Site, or any portion thereof, at any time for any reason with or without notice to you. In the event of termination, you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, citycommunications.net shall not be liable to you or any third-party for any termination of your access to this Site.

### **Pricing Errors**

We endeavor to publish and maintain accurate prices and information for the services we offer, including but not limited to our Citycare<sup>®</sup> services. Our suppliers provide us with the price and other information related to these services. In the event, however, that a service is listed or provided to us at an incorrect price or with incorrect information due to typographical error or other error in pricing or service information received from our suppliers, we retain the right to refuse or cancel any orders placed for such service. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and/or your credit card charged. If

your credit card has already been charged for the purchase and your order is canceled because of incorrect supplier information, we will promptly issue a credit to your credit card account in the amount of the charge.

### **Electronic Notification**

To the extent that we need to contact you, you agree that we may do so via any electronic means, including but not limited to communications posted on this Site or electronic mail.

### **International Use**

Accessing materials on this Site by certain persons in certain countries may not be lawful, and citycommunications.net makes no representation that materials on this Site are appropriate or available for use in locations outside of the United States.

### **Hyperlinks**

Unless otherwise expressly permitted, websites may not hyperlink to any page beyond the homepage of this Site or frame this Site or any web page or material herein, nor may any entity hyperlink any aspect of this Site in an email for commercial purposes without the express written permission of citycommunications.net.

### **Miscellaneous**

The captions in this Agreement are only for convenience, and do not, in any way, limit or otherwise define the terms and provisions of this Agreement.

This Agreement, and the related parts of this Agreement relating to each service represent the entire agreement between you and each Covered Party regarding your use of this Site and supersede any prior statements, representations, or prior versions of these Terms and Conditions relating to the use of the Site that were displayed on this Site before. We reserve the right to modify, revise or update this Agreement from time to time by updating this posting. Your continued use of this Site will be subject to the terms of this Agreement in effect at the time of your use. Certain provisions of this Agreement may be superseded by expressly designated legal notices or terms located elsewhere on this Site. In the event that any provision of this Agreement is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. The internal laws of the State of Arizona shall govern the performance of this Agreement. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona, in all questions and controversies arising out of your use of this Site and this Agreement. To the extent permitted by applicable law, any claim or cause of action arising from or relating to your use of this Site must be brought within two (2) years from the date on which such claim or action arose or accrued.

## **PART II Telecommunications Services**

### **A. General**

#### **Telecommunications Service Limitation of Liability**

THE TELECOMMUNICATIONS COMPANIES AND OTHER SUPPLIERS PROVIDING SERVICES THROUGH THE SITE (COLLECTIVELY, "TELECOM SUPPLIERS") ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE COVERED PARTIES. TO THE EXTENT PERMITTED BY LAW, THE COVERED PARTIES DO NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF A TELECOM SUPPLIER, INCLUDING, WITHOUT LIMITATION, AN ACT OF NEGLIGENCE OR THE DEFAULT OF A TELECOM SUPPLIER, OR AN ACT OF GOD. FURTHER AND TO THE EXTENT PERMITTED BY LAW, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY DAMAGE AND/OR DELAY DUE TO SICKNESS, PILFERAGE, LABOR DISPUTES, BANKRUPTCY, MACHINERY BREAKDOWN, QUARANTINE, GOVERNMENT RESTRAINTS, WEATHER, TERRORISM OR CAUSES BEYOND THE COVERED PARTIES' CONTROL. NO RESPONSIBILITY IS ACCEPTED FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, FAILURE TO MAKE CONNECTIONS, RE-ROUTING OR ACTS OF ANY GOVERNMENTAL AUTHORITY.

## **B. Airline Service Restrictions**

### **General**

Telecommunications services available through this Site are subject to the published terms and conditions of the applicable service provider. The contract in use by the applicable provider, when ordered, shall be between the applicable provider and the customer. Telecom providers retain the right to adjust pricing and terms at any time that falls outside of contractual agreements.

## **C. Telecom Service Restrictions**

### **General**

Services made available through citycommunications.net's CityCare service are subject to the disclosed terms and conditions of the applicable service provider.

The "Total Charges" that you will pay will vary based on local, state, and federal taxes.

**Charges for Taxes and Service Fees:** In connection with facilitating your telecommunications transaction, we will charge your method of payment for the monthly or annual Service Fees. The amount paid may vary from customer to customer. The charge for Taxes and Service Fees varies based on a number of factors including, without limitation, the type of service and the location of the service location(s).

We are not the vendor collecting and remitting taxes to the applicable taxing authorities. Our telecommunications suppliers, as vendors, bill all applicable taxes to you directly as part of your monthly invoice. We are not a co-vendor associated with the vendor with whom we order our customer's telecommunications services. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.

Depending on the city and state in which you obtain service, you may also be charged other incidental fees by the carrier, such as local or state required taxes and surcharges. These charges, if applicable, will be payable by you to the telecom carrier directly when invoiced.

**Must be 21 Years of Age:** The users of this site must be 21 years or older to make changes or order services.

**Median Retail Price:** The "median retail price" which we may display to you is the median of the lowest rates our participating vendors are offering to the general public for the services you selected based on information our suppliers have loaded into our global distribution system. These rates are based on the type of service you chose, the city, and the area you selected. These rates are recorded at the time of booking and do not include rates that are restricted to Government rates, negotiated corporate rates, etc. Although we routinely review this data, we make no guarantee or warranty, either express or implied, with respect to the accuracy or completeness of the data used or provided. Further, we make no guarantee or warranty that the service will be available below or within the disclosed price range. The ranges are provided to you solely for information purposes and are not actual rates. All telecommunication pricing information available on this Site is subject to change without notice.