

PINFREE SERVICE AGREEMENT

SERVICE TERMS AND CONDITIONS FOR TELMEX USA PINFREESERVICE

PLEASE READ CAREFULLY

This Service Agreement and Terms and Conditions of Service constitute the agreement ("Agreement") between Telmex USA ("We", "Us", "Telmex USA") and You ("You", "Your", "User" or "Customer") of Telmex USA Pinfree Service and any related products or services ("Service"). This Agreement is between Telmex USA, L.L.C. and/or its affiliates providing Services hereunder ("Telmex USA") and "You" ((i) the individual or legal entity purchasing or opening an account for Services under this Agreement; or as the case may be (ii) the individual accessing or using the Services. All information linked to this Agreement is part of this Agreement.

Please read this Agreement carefully before activating, accessing, or otherwise using the Services. This Agreement affects the legal rights between YOU and TELMEX USA by, among other things, requiring (1) mandatory arbitration of disputes; and (2) limiting Telmex USA's liability under the agreement. **BY ACTIVATING, ACCESSING, OR OTHERWISE USING THE SERVICES, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.** Please maintain a copy for Your records.

If You do not agree with the terms of this Agreement, do not use the Services and immediately cancel Service online or contact the Telmex USA Customer Service Center to cancel the Service.

1. Pinfree Service.

a. Customer Information

The Customer is responsible for maintaining and changing as needed his/her account information including but not limited to contact information and address. The Customer may update their information online at <https://retail.telmexusa.com/shopping> or by calling Telmex USA Customer Service Center at the toll free number on this website.

b. Changes.

Telmex USA may, at any time, amend the provisions and the prices of this Agreement. CHANGES WILL BE POSTED AT THE TELMEX USA INTERNET SITE SPECIFIED ABOVE BEFORE THE PERIOD IN WHICH THE CHANGES BECOME EFFECTIVE. Your use of the Services after the changes are effective constitutes Your acceptance of them. Therefore, You agree to periodically visit the Website to examine the then-current Agreement.

c. Service Limitations

The Service cannot be used to make directory assistance, operator-assisted or collect calls, or calls to certain toll free or 900 numbers.

d. Account statements will be posted online to your account.

2. Telephone Service Outages.

Customer's existing third party provided home or business local telephone/cell phone services are used

to deliver Telmex USA Pinfree Service. So normal functioning of Customer's local telephone or cellular service is a pre-condition for accessing all Telmex USA services.

3. Geographic Availability.

Telmex USA Pinfree Service is currently available to make outbound long distance calls ONLY within the 48 contiguous United States and international calls from the US to other countries.

4. Telmex USA Pinfree Calling Service is Not a Substitute for Your Local Telephone Service.

Telmex USA Pinfree Service is NOT a substitute for Customer's local telephone service. Telmex USA Pinfree Service is a long distance service only. **Telmex USA service does NOT support 911 emergency calling.**

5. Use of Service.

You agree not to use this Service for any illegal, unlawful, abusive, or fraudulent purpose. You understand and agree that you are responsible for use of the Service by all persons you authorize to use the Service.

6. DISCLAIMER OF WARRANTIES.

TELMEX USA AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. TELMEX USA AND ITS AFFILIATES DO NOT WARRANT THAT THE TELMEX USA SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE TELMEX USA SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE TELMEX USA SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

7. LIMITATION OF LIABILITY.

a. You acknowledge and understand that – due to the nature of the Services – calls, messages, or service may be lost for many reasons, including but not limited to: dialing errors, power failures (including power failures at your residence), malfunctioning of Services and equipment, electronic interference, and causes beyond our control known as Force Majeure events. Causes beyond our control that prevent or hinder the delivery of any Service include fire; flood; lightning; meteorological phenomena; earthquakes; volcanic action; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of Telmex USA or others); embargoes; acts of God; and acts of terrorism.

Therefore, except as set forth in Subsection 7b below, your monetary remedy for loss or damage caused by the provision, operation, or use of any Services or for the delay, malfunction, or partial or total failure of any Services, including such loss or damage caused by Telmex USA's negligence, shall not exceed the credit specified in the applicable Tariff or Service Guide, or, if no credits are specified, shall not exceed the amount of the charges paid or owed by you to Telmex USA for such Services for the period of such delay, malfunction, or failure. You also acknowledge and understand that Telmex USA is not responsible for any loss or damage caused by the interruption or other absence of commercial power and that it is

your responsibility to maintain any desired backup power, including battery backup, at your residence in the event of a power outage or for your cell phone.

b. The limitations of liability in Subsection 7a do not apply if it is determined that Telmex USA's gross negligence or willful misconduct caused you damage. In that event, Telmex USA will be liable only for the direct damages for which it is found responsible. In no event will Telmex USA be liable or responsible for indirect, incidental, special, punitive, or consequential damages arising out of, resulting from, or in connection with the provision, operation, or use of the Services, or for the delay, malfunction, or partial or total failure of any Services, including but not limited to loss of revenue, profit or other economic loss; emotional distress; harm to reputation; loss of consortium; and/or pain and suffering, regardless of whether Telmex USA knew or should have known of the possibility of such damages and regardless of whether Telmex USA's negligence caused such damages.

c. The provisions in this Section 7 will survive and continue to apply after this Agreement terminates. As used in this Section, Telmex USA means Telmex USA, its employees, officers, directors, affiliates, subsidiaries, assignees, agents, and suppliers. The disclaimers and limitations of liability in this Section 7 apply unless prohibited by applicable law.

8. Indemnification.

You agree to indemnify and hold harmless TELMEX USA, our employees, officers, directors, affiliates, subsidiaries, assignees and agents for any claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses, including reasonable attorney fees, arising from or relating to any use of any Services by you or any person you authorize or permit to use any Services, including but not limited to claims relating to: incorrect, incomplete or misleading information; defamation, libel or slander; invasion of privacy; identity theft; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or service sold or otherwise distributed through or in connection with any Services or any injury or damage to person or property caused thereby; or violation of any applicable law or regulation (collectively "losses"), unless such claims are based on or arise from our willful misconduct or gross negligence. This provision will continue to apply after the cancellation or termination of this agreement.

9. Payment/Recharge.

Telmex USA Pinfree Service is a prepaid long distance service ONLY and is available as long as there is a credit balance in Customer's account. A Customer is expected to replenish his/her credit balance from time-to-time by using a credit/debit card. Alternatively, Customers may setup their account for 'auto recharge', an optional and free service, to avoid repeated manual recharge. Customers may recharge their account (manual or auto) on line by logging on to his/her account via this website in an amount up to the limit stated on this website. Customers without online access may remit a check for payment for Service to the address specified by Telmex USA. The amount of the check will be posted to Your account after the check has cleared your bank or financial institution and the funds received by Telmex USA.

10. Settlement of Negative Balance Situation.

On rare occasions negative balance in Customer account may occur due to simultaneous calls made from more than one registered telephone numbers of the Customer's account when the account balance is very low. In such rare situation, the negative balance amount will be recouped from the next recharge amount of his/her account. Customer will not be permitted to make any calls until the account balance has been recharged with sufficient funds to return the account to a positive balance.

11. Rounding of Calls.

All calls are billed in whole-minute increments. Fractional calls will be rounded up to the next whole minute e.g. a 5.3 minute call will be rounded to 6 minutes for billing.

12. Refund Policy.

Where a Customer has established and funded an account and cancelled the service prior to making any calls, Telmex USA will refund any unused portion of the Customer's credit balance less \$3.00 cancellation fee. If the Customer has commenced Service by making calls, no refund is available and Customer should use up the balance fully by making calls to deplete the credit on the account. Refunds will be batch processed with an email confirmation to the Customer on the last working day of the month in which refund is requested.

13. Price Changes.

We may change the prices and charges for the Services, including those associated with certain features, and/or for international calling from time to time. We may decrease prices and charges without providing advance notice. Increases to the prices or charges for existing Services, including those associated with certain features, and/or for international calling are effective no sooner than three (3) days after we post them on this website. Increases to charges that recover our costs associated with government programs are effective no sooner than three (3) days after we post the increases on our web site. Customers are advised to monitor rates on the website from time-to-time.

14. Access Numbers.

Customers may access Pinfree Service by dialing a Local Access Number in certain locations or a Toll Free Access Number. A list of Local Access and Toll Free Numbers is available on this website.

15. Toll-Free Access Fees.

Calls made using the Toll Free Access number will be charged a per minute toll-free access fee in addition to the call rate. Current Toll Free Access fee information is available on this website.

16. Rates, Charges, and Fees.

As to rates, charges and fees:

- a. Rates, charges, and fees may be changed from time-to-time. Changes will be posted to this website.
- b. Calls made using Toll Free Access numbers have rates higher than calls made using Local Access numbers. Rates are available on this website;
- c. There are no account establishment fees, connection fees, and account maintenance fees;
- d. Payphone Service Charge. There will be a fixed charge of \$0.99 cents per call for each call made using payphones and phones in public places etc.

17. Charges: Fees/Taxes.

Telmex USA service rates do not include any duties, sales, use, gross receipts, telecommunications, value added, excise, federal, state, local, or other taxes. Telmex USA rates do not include any public utility, universal service, regulatory recovery charges, or other regulatory related fees and expenses. All such taxes and fees if applicable shall be charged to the Customer along with the charge for the calls made unless the Customer provides Telmex USA with an appropriate exemption certificate.

18. Reporting an Unresolved Charge Dispute with Credit Card Company.

We recognize Your right to report unresolved disputes on charges to Your credit card company. However, we strongly suggest that You view Your purchase activity online and verify it against the respective credit card statement. If You strongly believe that there is a discrepancy between the two, Telmex USA requests that You discuss the transactions in question first with Telmex USA through its customer service department at the contact number listed in the account information section of this website in an effort to resolve any matters.

19. Disputes; Dispute Resolution; Waiver of Trial by Jury.

a. Dispute Process. If you have a dispute with Telmex USA relating to any matter, you agree to first notify Telmex USA's Customer Service Center at the contact number in the account information section of this website or write to Customer Service, Telmex USA, L.L.C., 3350 SW 148 Avenue, Miramar, FL 33027, in an attempt to resolve your dispute. You must describe your dispute and provide Telmex USA with any supporting documentation. If Telmex USA has a dispute with you, it will notify you in accordance with the instructions in your online account information either via email to the email address on your account or by letter sent to your address as listed in your account information in an attempt to resolve the dispute. If after following this process either party is unable to resolve its dispute within sixty (60) days of notifying the other party, either party may take the dispute to :

1. Arbitration as set forth below; or
2. Instead of arbitration, you have the right to bring any dispute you may have to the federal communications commission, state public utility commission, or small claims court, if the claim is within the agency's or court's jurisdiction.

b. Mandatory Arbitration of Disputes

- (1) INSTEAD OF SUING IN COURT, YOU AND TELMEX USA AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES AGAINST EACH OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE SERVICES, ANY PHONES/EQUIPMENT, OR ADVERTISING, EVEN IF THEY ARISE AFTER YOUR SERVICES HAVE TERMINATED, AND INCLUDING CLAIMS YOU MAY BRING AGAINST TELMEX USA'S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, OR THAT TELMEX USA MAY BRING AGAINST YOU ("CLAIMS"). THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT AND ITS PROVISIONS, NOT STATE LAW, GOVERN ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR TELMEX USA FROM BRINGING APPROPRIATE CLAIMS BEFORE THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION.
- (2) YOU AND TELMEX USA FURTHER AGREE THAT NEITHER TELMEX USA NOR YOU WILL JOIN ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING; THAT NO CLAIM EITHER TELMEX USA OR YOU HAS AGAINST THE OTHER SHALL BE RESOLVED ON A CLASS-WIDE BASIS; AND THAT NEITHER TELMEX USA NOR YOU WILL ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE.

c. Arbitration Process. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with and the arbitrator will be selected according to the rules of either the American Arbitration Association ("AAA"), JAMS or the National Arbitration Forum ("NAF"), or, alternatively, as we

may mutually agree. We agree to act in good faith in selecting an arbitrator. The arbitration will be conducted by and under the then-applicable rules of AAA, JAMS or NAF, wherever the arbitration is filed or, if the arbitrator is chosen by mutual agreement of the parties, the then-applicable rules of AAA will apply unless the parties agree otherwise. All expedited procedures prescribed by the applicable rules will apply. **However, you and Telmex USA agree that in no event will an arbitration proceeding be filed, conducted or maintained before any entity or under any entities rules (including AAA, JAMS, or NAF), if that entity has any policy or rule that is inconsistent with or prevents the enforcement of Section 19(b)(2).** If the parties are unable to agree on an acceptable arbitrator or the rules under which the arbitration will be conducted, either may petition a court for appointment of an arbitrator who will act consistent with this Dispute Resolution section. We agree to pay our respective arbitration costs, except as otherwise required by rules of AAA, JAMS or NAF, as applicable, but the arbitrator can apportion these costs as appropriate based on any reasonable factors (including the burden of the costs on you). The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

d. Severability of Terms and Waiver of Trial by Jury. If any portion of this Dispute Resolution section is determined to be invalid or unenforceable, the remainder of the Section remains in full force and effect; provided, however, that Section 19(b)(2) is not severable from the remainder of Section 19. If for any reason Section 19(b)(2) is determined to be invalid or unenforceable, all claims will be brought in court, and not resolved through arbitration. **YOU AND TELMEX USA AGREE TO WAIVE ALL TRIAL BY JURY FOR ANY CLAIMS BROUGHT AGAINST THE OTHER.**

20. Notices.

Except for rate changes, which shall be posted to this website, all notices specifically directed to You shall be transmitted via electronic mail to the electronic mail address provided by you in your account information.

21. Miscellaneous

This Service Agreement is also subject to additional terms and conditions in the Business Services Agreement.