Exhibit C:

WI-POWER Digital Phone Service – Terms and Conditions of Service and Customer Agreement for Residential and Small Business accounts

Wi-Power® Digital Phone Service – Terms and Conditions of Service and Customer Agreement for Residential and Small Business accounts*:

WARNING: VOICE-OVER-INTERNET-PROTOCOL ("VoIP") SERVICE DOES NOT SUPPORT TRADITIONAL 911 ACCESS. E911 IS NOT AVAILABLE IN ALL LOCATIONS. EVEN WHERE E911 IS AVAILABLE, YOU SHOULD NOT RELY UPON IT FOR EMERGENCY FIRST RESPONDER SERVICES. OTHER IMPORTANT LIMITATIONS ON EMERGENCY SERVICES APPLY. READ ALL SECTIONS OF THIS DOCUMENT FOR DETAILS.

NOTICE - BY APPLYING FOR SERVICE, USING THE MATERIALS INCLUDED IN THIS PACKAGE, OR ACCESSING TRANSWORLD NETWORK, CORP'S (TWN) WI-POWER® DIGITAL PHONE SERVICE (SERVICE), YOU (CUSTOMER, USER, SUBSCRIBER, END USER, MEMBER) BECOME A PARTY TO THIS AGREEMENT AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND AS LISTED ON THE COMPANY'S WEBSITES: http://www.wi-power.com and http://www.twncorp.com. THIS AGREEMENT, AND ALL POLICIES AND GUIDELINES REFERRED TO HEREIN, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND TWN REGARDING USE OF THE SERVICE, AND MAY BE AMENDED AT ANY TIME AND IN ANY FASHION BY TWN. IT IS YOUR RESPONSIBILITY TO READ, UNDERSTAND AND ABIDE BY ALL OF THE PROVISIONS OF THIS AGREEMENT AS IT STANDS AND AS IT MAY BE AMENDED FROM TIME TO TIME. IT IS YOUR RESPONSIBILITY AND YOU AGREE TO PERIODICALLY ACCESS THE MOST CURRENT VERSION OF THESE TERMS & CONDITIONS.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CEASE ALL ACCESS, MAKE ARRANGEMENTS TO RETURN ANY TWN EQUIPMENT AT YOUR PREMISES, AND RETURN THESE MATERIALS IMMEDIATELY TO TRANSWORLD NETWORK, CORP (TWN). APPLICABLE CHARGES AND FEES, INCLUDING ANY USAGE FEES, MAY APPLY. IF YOU CANCEL THE SERVICE, TWN WILL TERMINATE YOUR ABILITY TO MAKE CALLS (INCLUDING 911) USING THE SERVICE. YOU MUST MAKE ARRANGEMENTS FOR NEW SERVICE WITH THE CARRIER OF YOUR CHOICE. THE PROVISIONS OF THIS AGREEMENT WILL CONTINUE IN EFFECT EVEN AFTER TERMINATION OF YOUR ACCESS.

You agree that the laws of the State of Florida shall be applied in all matters pertaining to the construction and/or application of the terms of this Agreement. Your acceptance of this Agreement constitutes your consent and submission to personal jurisdiction of the courts and/or arbitrators of the State of Florida, with respect to any matter relating to your use of the Service.

Customers must be at least 18 years old. You represent that you are of full age of legal majority and are not under any disability or restriction, and are in all respects fully authorized and empowered to enter into this Agreement and be bound by and perform in accordance with its terms. This document, when accepted by you, will impose certain legally enforceable obligations upon you. If you have any questions pertaining to the content or effect of this Agreement, it is your responsibility to contact your own legal advisor.

The intent of this agreement is to enhance your use of the Service by giving you basic guidelines for its use. Users of TWN's Wi-Power Digital Phone Service ("the Service") must fully abide by the terms of this agreement. You acknowledge that, in accordance with these Terms and Conditions, at our sole discretion, we may remove any materials that may be illegal, may subject us to liability, or which may violate this agreement. Should you commit any violation of this agreement, your service may be suspended or terminated and you may face other recourse(s) as may be available to TWN.

INTRODUCTION – Wi-Power Digital Phone Service is an alternative to traditional telephone communications. With this Service, you use a high-speed Internet connection to make phone calls. Wi-Power Digital Phone Service uses Voice over Internet Protocol (VoIP) technology to use the Internet as the transmission medium for telephone calls by sending voice data in packets rather than by traditional circuit transmissions.

Wi-Power Digital Phone Service is currently available to TWN's Wi-Power Wireless Broadband Internet access service subscribers and as a stand-alone service.

Service is provided and operated by TransWorld Network, Corp (TWN). For additional information regarding the service, refer to the latest "Wi-Power Digital Phone Service FAQs" available at http://www.wi-power.com.

You are responsible for providing the necessary compatible telephone (and/or facsimile, if applicable) equipment, computer equipment, devices, and software and for connecting to the analog telephone adaptor (ATA) and any other additional equipment provided by TWN. Minimum Internet access speed requirements are set forth in this agreement. Use of the Service is subject to interruptions at TWN's discretion. Unauthorized access to the Service, to restricted portions of the Service, or to the telecommunications or computer facilities used to deliver the Service, is a breach of this agreement and may result in termination of service by TWN. Please also note that Communication systems are subject to degradation of service from phenomena such as so-called Line-Noise interference and other causes beyond the reasonable control of TWN.

You are responsible for learning to use the TWN services you choose, and for the use of software designed for use with these services. TWN is not responsible for configuring, or teaching Customers how to operate any hardware or software on their computer(s). TWN reserves the right to refuse technical support to any Customer who TWN believes is abusing the service of technical support.

TWN will provide most notices to customers by e-mail, bill message/insert or by posting the notice on www.wi-power.com or www.twncorp.com. Other notices may be given by a general posting, or by conventional mail. The Customer agrees they are responsible for providing TWN a valid e-mail address and mailing address for receiving notices and ensuring TWN is advised of any changes to the Customer's chosen e-mail or mailing address.

If you need to send notice to TWN or if you have any questions or comments, you can reach TWN by calling 1-877-877-6861, sending e-mail to customersvc@twncorp.com, or by writing to:

TRANSWORLD NETWORK, CORP
ATTN: CUSTOMER SERVICE
255 PINE AVE N
OLDSMAR, FL 34677

IMPORTANT E911 INFORMATION:

E911 service limitations:

The Federal Communications Commission (FCC) requires that TransWorld Network, Corp. ("TWN"), provide E911 service to all end users within the United States. All sections apply to all end users who use TWN services within the United States.

911 acknowledgement and warning labels: End user acknowledges that TWN equipment and services do not support 911 emergency dialing or other emergency functions in the same way that traditional wireline 911 services work. The differences are detailed in this document and end user agrees to notify any potential user of the services, who may place calls using end user's services, of the 911 limitations described herein. TWN will provide end user with warning labels regarding the limitations or unavailability of 911 emergency dialing. End user agrees to place a label on and/or near each telephone or other customer premise equipment on which the services may be utilized. If additional labels are required, end user may request them from TWN. TWN will provide end user with advisory notices regarding 911 emergency dialing and request acknowledgments from end user. End user also agrees to respond and affirmatively acknowledge that TWN has advised end user of the circumstances under which TWN E911 service may not be available or may be limited in comparison to traditional 911 emergency dialing. TWN advises end user to maintain an alternative means of accessing traditional 911 services.

Electrical power: End user acknowledges that the services will not function in the absence of electrical power.

Internet access: End user acknowledges that the services will not function if there is an interruption of end user's broadband or high-speed internet access service.

Non-voice systems: End user acknowledges that the services are not set up to function with outdialing systems including home or business security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. End user has no claim against TWN or its under-carriers for interruption or disruption of such systems by the services.

TWN E911 service is a mandatory component of all inbound/outbound voice service plans: E911 service is not offered on virtual numbers, toll- free numbers or similar service accessories or add-on plans. E911 service is only available in selected areas. End users who subscribe to TWN E911 service will be required to register the physical location of their equipment (DTA or videophone) with TWN by calling customer service, and agree to update the location whenever the physical location of service changes. End user acknowledges that TWN's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. End user acknowledges and understands that any enhanced location information passed to an emergency operator by TWN will be based upon the physical location provided to TWN by end user. In the event

that the physical location has not been updated or is not complete, TWN may attempt to route a 911 call based upon the bill-to or ship-to addresses associated with the end user's account or initial order.
End users who are required to subscribe to TWN E911 service will be subject to a one-time provisioning fee: The provisioning fee shall be in addition to the applicable residential or business plan charges for the associated line. TWN reserves the right to adjust the level of charges associated with the provision of E911 services to reflect increases or decreases in the costs it incurs.
End user also acknowledges that TWN E911 service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service: These characteristics may make TWN E911 services unsuitable for some end users. Because end user circumstances vary widely, end users should carefully evaluate their own circumstances when deciding whether to rely solely upon TWN E911 service. End user acknowledges that it is end user's responsibility to determine the technology or combination of technologies best suited to meet end user's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless/cellular phone as a backup means of completing emergency calls). The following characteristics distinguish TWN E911 service from traditional, legacy, circuit-switched 911 service:
** TWN's E911 service will not function if end user's data, phone or videophone fails or is not configured correctly or if end user's TWN service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, or suspension or disconnection of service because of billing or other issues. If there is a power outage, end user may be required to reset or reconfigure the equipment before being able to use the TWN service, including for E911 purposes.
** after initial activation of the E911 service, and following any change of and update to end user's physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into our nomadic E911 databases prior to service activation, but no guarantee can be made that the automatic number and location information will be activated within this schedule.
** the local emergency service operator receiving TWN E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the TWN E911 call. Due to technical factors in network design, and in the event of network congestion on the TWN network, there is a possibility that a TWN 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional, legacy, circuit-switched telephone networks.
** if end user does not correctly identify the actual location where the TWN equipment will be located at the time of activation of the service, TWN E911 communications may not be directed to the correct local emergency operator.
End user acknowledges and understands that TWN will not be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using TWN or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth in this agreement: End user agrees to defend, indemnify, and hold harmless TWN, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to end user in connection with the services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without Limitation, reasonable attorney fees) by, or on behalf of, end user or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

EMERGENCY SERVICES- 911 DIALING –
Notice: 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, power, ISP or TWN Digital Phone Service is terminated or suspended.
Alternative 911 and/or E911 Arrangements - You acknowledge that VoIP Service does NOT offer lifeline services. Given the Service's limitations, you should retain your existing local telephone service, or make other arrangements for, accessing traditional 911 services.
Customer Duty to Inform Other Users of Emergency Service Limitations - You must inform any household residents, guests and/or other third parties who may be present at the physical location where you utilize the Service that they should NOT rely upon the Service for access to emergency services. The documentation that accompanies each Device for use with the Service should include a sticker describing the limitations of the system for access to emergency services. If your device does not include a sticker, you must call 1-877-877-6861 and one will be shipped to you. You should not use the Device until a sticker is attached. You must ensure that this sticker is prominently displayed on the Device before use by any person.
E911/911 Dialing System Limitations - Any emergency or 911 operator who may answer or receive a call through the Service will not be able to automatically obtain your phone number and/or your location. Therefore the

operator will not be able to call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason. Moreover, the operator will not be able to automatically dispatch emergency first responder assistance to your location. You should not assume that an E911/911 call will be forwarded to the appropriate or closest emergency first responder.

Reduced Speed for Routing or Answering 911 Dialing Calls – There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

E911/911 Indemnification and Limitation of Liability – You should not allow 911 calls under this Service to be used by others. Neither TWN nor its officers, directors, employees, agents, or under-carriers may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911, E911 and/or emergency calls. You agree to indemnify and hold harmless TWN, its officers, directors, employees, agents, and its third-party provider(s) for any third party claims arising from the use of your Devices and/or Service.

APPLICATION FOR SERVICE - You warrant and represent that all information provided to TWN for purposes of applying for service is complete, accurate and true. If TWN subsequently determines that any statements made while applying for service are false, incomplete or inaccurate, TWN may declare you to be in default under this agreement and may exercise any remedies it has under this agreement at law or in equity. Applications are subject to approval by TWN.

You agree to promptly update your account information whenever your personal or billing information changes (examples include: your name, billing address, physical/service address, e-mail address, etc). If notices are sent by us to either the last e-mail or mailing address you provided, you agree we provided sufficient notice and you waive any rights to assert failure of notice.

TRANSFER OR RESALE OF SERVICE – Customer agrees that they will not share, transfer, or resell their Service or any associated devices, equipment, software, firmware, etc without first obtaining TWN's prior written consent.

CREDIT APPROVAL / ESTABLISHMENT OF CREDIT, DEPOSITS - TWN requires all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, you shall be deemed to have authorized TWN to obtain such routine credit information and verification as TWN shall require in accordance with its then existing credit policies. Any applicant whose credit has not been duly established and acceptable to the Company may be required to make a deposit to be held as a guarantee of payment of charges. TWN shall have the right to require you to make a deposit prior to or at any time after provisioning of any service. Waiver of initial deposit for any one Customer shall not act as a waiver for any other customer. At TWN's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of service or if any balance is outstanding on the Customer's account at the time of cancellation, TWN reserves the right to apply the Customer's deposit against any unpaid balance. In the event TWN requires the prospective customer to make a deposit and the Customer refuses to make a deposit or advance payment, TWN may reserve the right to refuse to provide service to the Customer.

USE OF SERVICE, FRAUD, TERMINATION OR DENIAL OF SERVICE BY THE COMPANY - The Customer, not TWN, shall be responsible for compliance with FCC Rules for all Customer premise equipment and/or facilities once the equipment has been installed on the customer's premises. The Customer understands that Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to: (1) Using the Service for any purpose which is in violation of any law. (2) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard. (3) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard. (4) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers. (5) Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to contact another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful. The Company may immediately cancel the provision of services to the Customer, without incurring liability, for any of the following reasons: Non-payment of any sum due to the Company for any

service on a timely basis; use of any service in a fraudulent or suspected fraudulent manner; unauthorized attempts resell the service; failure to comply with any material provision of these Terms and Conditions; any tampering with the service and/or equipment; or the violation of any law or requirement of any governmental agency. If Customer fails to comply with this section, Customer acknowledges release of TWN from all liabilities or obligations and agrees to pay TWN for all costs or damages that TWN incurs as a result.

LIABILITY OF THE COMPANY, INDEMNITY - The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of the provided equipment, facilities or services. TWN is not liable for, and shall be fully indemnified and held harmless by the Customer against any claim of special, consequential, punitive or incidental damages including loss of use, profits, revenue or goodwill. TWN shall not be liable for any failure or performance of any equipment due to causes and/or circumstances beyond its control, nor shall TWN be liable for any act or omission for any other company furnishing any portion of Service to Customer, including, but not limited to, any equipment owned or leased by Customer, any equipment supplied to Customer by TWN or any other supplier of equipment to Customer, or any network Service contracted by Customer or TWN. Further, TWN shall not be liable for and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these Terms and Conditions.

NO WARRANTIES – You agree that the Service is provided "as is" and TWN makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, to Customer in connection with use of the Service. In no event shall TWN be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Customer acknowledges that Service interruptions will occur from time to time and agrees to hold TWN harmless for all such interruptions.

CHANGES TO RATES, TERMS AND CONDITIONS - TWN may change Rates, access numbers, authorization codes, Network Addresses, domains,-promotion periods, and/or Terms and Conditions from time to time. TWN will generally notify Customers of increases via bill message, bill insert or other reasonable commercial method prior to the effective date for the increases except: TWN will not send notice of rate changes for international calls. TWN may decrease rates and charges without providing advance notice. Continued use of the services constitutes the Customer's agreement to TWN's rates and terms and conditions that are in effect at the time the Customer uses the services.

AVAILABILITY - Services, Products, Plans and Promotional Offerings are subject to the availability of services and facilities and may be limited to a specific geographical area, a subset of a specific market, affinity group, or customer type (business, residential). Customer acknowledges that all Plans, Products, and Promotional Offerings may be offered for a limited time and/or subject to restrictions. Please note that Wi-Power Digital Phone Service is currently offered as a stand-alone product. It is also available to active Wi-Power Wireless Broadband Internet Access subscribers. Terms and Conditions for use of TWN's Wi-Power broadband Internet access services can be accessed at www.wi-power.com.

Customer acknowledges that Wi-Power Digital Phone Service is only offered and supported within the continental U.S. and agrees not to use the Service while away from their account service address.

SERVICE: Service is provided and billed on a regular basis until cancelled by the Customer through notice given to TWN or until cancelled by TWN for non-payment or other breach of terms & conditions. The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls, usage or services (a) originated at the Customer's number(s) whether individually authorized or not; (b) accepted at the Customer's number(s) whether individually authorized or not (e.g. Inbound Service/Toll-Free Service); (c) billed to the Customer's number via a calling card, a company-assigned authorization code, travel card number, or other special billing number whether individually authorized or not; and/or (d) incurred at the specific request of the Customer. Customer assumes responsibility for security of their assigned numbers (card numbers) and access codes (PIN's, Account Codes) and is responsible for any calls made on their assigned access numbers and access codes. The Customer must report lost/stolen cards to TWN's customer service department

immediately. The Customer agrees to assume all liability for fraudulent usage incurred up to the proper notification of TWN.

You will be responsible: (i) for providing all compatible equipment, software, facilities and IP connectivity necessary for the Service; and (ii) to provide, prior to installation, the IP address(es) for the SIP proxy server, the Service and/or any other applicable hardware/software solution. Information you provide may be submitted to applicable national databases, including, but not limited to, Automatic Local Identification (ALI) Database, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). You shall also provide valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG"). In the event such postal address cannot be validated through MSAG, you will, upon notification of the same, immediately deliver a corrected address that can be validated against MSAG.

The Service is designed to be user friendly. To the extent possible, the Service is designed such that equipment is pre-configured for plug-and-play use. In order to achieve this simplicity of use, only approved equipment may be used with the Service. **Not all equipment will work with the Service.** Additionally, equipment purchased for use with the Service may not work with a different VoIP service.

Service Distinctions –You acknowledge and understand that the Service is not a traditional telephone service. Important distinctions exist between telephone service and the Service offering provided by TWN. **Examples of some, but not all, of the important differences between traditional telephone service and this Service include the functionality of the Service in the event of a power shortage, fax communications capabilities, voice clarity and Variability of service level** The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

0+ Calling; May Not Support x11 Calling - TWN's Service may not support all 0+ calling features (including without limitation collect, third party billing or calling card calling). TWN's Service may not support 311, 511, 976, 900 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

Number Assignment –TWN will endeavor to obtain and assign to the Customer a phone number within their local rate center and/or local calling area. The Customer acknowledges this may not always be possible and agrees to accept the number assigned by TWN. The Customer can request a number from a different calling area. For details, please contact TWN toll-free at 1-877-877-6861 for rate information and details.

Directory Listing –Numbers assigned by TWN to the Customer (or transferred to TWN's digital phone service by the Customer) will be listed in directory listing if the number is within the Customer's local rate center. Any phone numbers assigned outside of the Customer's local rate center will not be listed. For an additional fee, the Customer may choose to not have their number(s) appear in directory listing. Please contact TWN toll-free at 1-877-877-6861 for rate information.

OTHER SERVICES – Where available, TWN offers other services, including: Dial-up Internet Access, standard land-line based long distance telecommunications services, toll-free inbound calling, and post-paid calling cards. Terms and Conditions for use of TWN's other services can be accessed via the Internet at: http://www.twncorp.com or http://www.wi-power.com.

TERM OF SERVICE AND BUNDLED PLANS – Wi-Power Digital Phone service is offered on a month-to-month term. TWN offers customers the opportunity to bundle their Wi-Power digital phone service plan(s) with their Wi-Power broadband Internet access plan. Bundled plans may or may not offer discounted rates for one or more of the services bundled. Restrictions and conditions apply. See subsequent sections for details.

BILLING AND INVOICING - TWN will issue invoices for Service charges on a regular (typically monthly) basis, which are due and payable 30 days from the invoice date. Recurring fees are billed in advance and usage based charges are billed in arrears. Usage charges are based on actual calls/minutes not previously billed. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. If an existing TWN customer adds digital phone service, TWN may, at its discretion, pro-rate the first billing period of digital phone service to coincide with the billing period of existing service or may change the Customer's billing cycle. The Company will bill the Customer directly for services rendered. Fees are due on or before the due date on the bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth

in these Terms and Conditions. TWN reserves the right to correct any billing errors or omissions. Customer acknowledges that TWN will neither refund nor credit any amounts paid towards their pre-paid service plan or period. Customer further acknowledges that non-usage of the service or misdialing while using the service will not entitle the Customer to a credit or refund. Customer further understands that no credits will be given for any interruption of the Service, including international calling services.

Customers are automatically enrolled in TWN's *Paperless E-Bill* program, where a link to the Customer's invoice will be sent via electronic mail instead of via the U.S. Postal Service. The Customer understands and accepts that they will not receive a paper invoice. The Customer also agrees to ensure that the Customer has the proper hardware, software and Internet services in order to receive the *Paperless E-Bill* Service. Failure to access invoices via the *Paperless E-Bill* option does not relieve the Customer of any obligation relating to these terms and conditions of service. For an additional monthly recurring charge, Customers may choose to receive paper invoices. Please note that customers subscribing only to TWN's digital phone service may receive a monthly paper bill at no additional charge.

Unlimited Plans Subject to Fair and Normal Usage Limitations: Service is provided to be used in a manner that is consistent with fair and normal usage for the service or plan. If the Customer uses the service in a way that is inconsistent with the fair and normal use of the plan, and/or has traffic in excess of 3,000 outbound minutes during a billing period on an unlimited residential plan, the Customer will be considered as having exceeded the fair and normal usage limitations. TWN may, at its sole discretion, immediately transfer the Customer to another plan, or suspend or terminate service. The Customer acknowledges that if the service is terminated under this provision, the Customer will be subject to all applicable charges. TWN's right to terminate your account is not limited by this provision. Below are other examples of uses of TWN's service inconsistent with normal residential use:

- Non-residential uses – Commercial, not-for profit, governmental or other similar use
- Use of the service at a multi-residential address for more than one single residence
- Use of the service by others not residing in your personal residence primarily by reason of its unlimited feature

Usage Based Billing: Billing Increments for digital phone calls are as follows: Residential and small business customers; Domestic (calls made within the 48 contiguous United States only) direct dialed outbound and domestic inbound calls are billed in one minute increments with a 1 minute minimum. For purposes of TWN's Digital Phone Service, domestic inbound and outbound calls include calls within the contiguous 48 states in the United States as well as calls to/from Canada and Puerto Rico. International calls are billed in 1 minute increments with a one minute minimum. All calls reduce available plan minutes by the same increments. Customer is advised that call detail records for included plan calls will not appear on their invoice. Call detail records for international calls will appear on their invoice. Customers wishing to view call detail records for their current invoice should contact TWN toll-free at 1-877-877-6861.

Per Call Charges: Per Call Charges will be assessed on calls to customer toll-free numbers originating at payphones (Payphone Surcharge) and for directory assistance calls. Per call charges may vary by state, accordingly, Customers are encouraged to contact TWN for applicable rates.

International Calls Terminating to Mobile/Wireless Devices and International Audiotext Calls: International calls terminating to a wireless device (including, but not limited to: a cellular phone, pager, personal computer, or personal digital assistant), may incur a higher rate than standard land-line termination rates. International Audiotext calls may also incur higher rates than standard land-line termination rates. Rates are subject to change without notice. Customers are encouraged to contact TWN for applicable rates.

Activation Fee: Customer acknowledges and agrees that a one-time activation fee will apply to each new plan/line.

Equipment Fee: A monthly Equipment Fee also applies. This is a recurring monthly equipment rental fee that applies to each line on an account. This fee covers the rental and replacement of faulty or damaged Company provided equipment and/or Company installed wiring at no cost to the Customer in most cases. Causes of replacement not covered include, but are not limited to: theft, negligence, vandalism, damages by animals or rodents, acts of god, fires, flood or other catastrophes, national emergencies, insurrections, riots, or wars. In cases where the replacement is not covered, the Customer will be billed for the service call and for the replaced equipment and/or wiring at the then current prices. At its own discretion, TWN may waive not-covered

replacement charges on a case by case basis, usually due to extraordinary circumstances. Waiver of charges for any Customer or circumstance does not imply or require waiver for any other Customer(s) or similar situation(s).

TAXES AND OTHER CHARGES - In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that TWN bills the Customer related to Services. Taxes and other charges will be in the amounts that federal, state and local authorities require or allow TWN to bill Customer. TWN will not provide advance notice of changes to taxes and other charges, except as required by applicable law. The Company may modify its rates and charges or impose additional rates and charges on its services in order to recover amounts it is required to collect or pay to governmental or quasi-governmental authorities in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the State Universal Service Funds, the Local Number Portability charges, and compensation to payphone service providers for the use of their payphones to access the Company's service. In order to recover regulatory costs that are not separately itemized on Customer invoices, the Company imposes Regulatory Cost Recovery fees on services.

PAYMENTS, PAYMENT OPTIONS, REFUNDS, AND ADMINISTRATIVE FEES - You are responsible for paying all fees and charges (plus any applicable taxes or regulatory fees) associated with use of the Service. TWN reserves the right to change the amount of, or basis for determining, any fee or charge, and to publish online or institute e-mail notice to the customer.

You may remit payment (US Funds only) in the form of check, money order, credit card or via ACH/Auto payment plans where TWN is authorized by you to automatically charge the current balance due to either a credit card or bank account. ACH/Auto payments are processed 15 to 20 days after date of invoice. In order to cancel ACH/Auto payment plans Customer must provide written notice to TWN and allow 30 days for TWN to process the request. ***Refunds***-Customers with credit balances exceeding $1 have the option of obtaining a refund check by calling TWN Wi-Power Customer Service toll-free at 1-877-877-6861. ***Credits***-Customer is hereby notified that credits posted by TWN to Customer accounts for promotional offerings, goodwill, and other similar credits are to be applied against services consumed and are not redeemable for cash/refund.

The base recurring and usage charges currently in effect for use of the service are located on the customer's service contract agreement. Other charges may apply. Prices may be changed without notice.

Each negotiable instrument (Check, Credit Card, ACH) submitted as payment that is returned to TWN as non-negotiable for any reason shall be assessed a Returned Item fee of $30 and the original amount due will be considered unpaid until received by TWN. All applicable federal, state, and local sales and excise taxes, if any, applicable to your use of the Service will be added to the basic fees described herein above. TWN reserves the right to require payment by money order, cashier's check or similarly secure form of payment, at TWN's discretion.

You understand and agree that the fees and charges described in this section are solely for the use of the service as described above. Various products and services other than those described in this Agreement are offered by vendors and providers other than TWN on or over the Internet, for which separate fees or charges are levied by those vendors. You are solely responsible for payment of all fees charged for products and services incurred by your use or purchase thereof.

MISCELLANEOUS ADMINISTRATIVE FEES - You also agree to pay any miscellaneous administrative fees your account may incur including, but not limited to: Paper invoice charges, Invoice reprint charges, late payment fees and Abandoned Credit Transfer Fees.

(1) The *Paper invoice charge* is a monthly recurring charge that applies to Customers choosing to receive paper invoices. Please note that TWN Customers are provided with their invoices free of charge via *Paperless E-Bill*, and customers subscribing only to TWN's digital phone service may choose to receive a monthly paper bill at no additional charge. (2) *Invoice reprints* are subject to the following fees: for the current billing period and the 2 prior periods, there is no charge for reprinting and sending invoices to a paper billing Customer. From the 3rd period prior to the current invoice period there is a $5 fee per invoice plus delivery charges. Delivery charges are as follows: if by fax, $1 per page, if by U.S. Postal Service or expedited delivery, actual cost would be assessed. Customers on TWN's *Paperless E-Bill* program are subject to these reprint and delivery fees for all invoice print requests, regardless of the age of the invoice. (3) *Late payment fees* are assessed to Customers that fail to pay by their due date. (4) Customers may be subject to *Abandoned Credit Transfer Fees* of up to $15 per year. Accounts affected by the Abandoned Credit Transfer Fee are accounts with unclaimed credit balances at time of

closing or accounts remaining dormant for 6 months or more. If the credit balance is less than $15, the initial fee will be an amount equal to the credit balance. If the credit balance on the account is greater than $15, the initial fee will be $15 with a recurring annual fee of the lesser of either $15 or the then remaining credit balance on the account.

BILLING DISPUTES - Customers may notify TWN of billing or other disputes in writing as follows: TransWorld Network, Corp. ATTN: Customer Service, 255 Pine Ave N, Oldsmar, FL 34677. Customers may also contact TWN at the following toll-free number, 1-877-877-6861. The Customer must pay the undisputed amount set forth in the invoice and submit written explanation by the due date on the invoice. If notice of a dispute with respect to a charge is not received in writing by the due date of the invoice, such invoice shall be deemed to be correct and binding upon the Customer. Customer complaints and billing disputes will be promptly and thoroughly investigated by TWN. TWN will promptly advise the Customer as to outcome. Once the Customer has received the results of TWN's investigation, the Customer shall submit payment by the due date of the invoice, or if the due date has passed, within five working days for any disputed amounts determined to be owed to the Company. Failure to then make full payment or payment arrangements satisfactory to TWN shall be grounds for termination of service.

LATE PAYMENT, NONPAYMENT, DISCONNECTIONS, AND RECONNECTIONS - Accounts not paid by the due date stated on the invoice will be considered delinquent. When payment is received by TWN after the due date, Customer acknowledges responsibility for late fees on their outstanding balance. Late fees are assessed monthly at 1.5% of the outstanding balance on the account or $2.50, whichever is greater. Customer further acknowledges that in the event of nonpayment of charges or any other breach of the terms and conditions of this agreement, in addition to any other remedies that TWN may have, TWN has the right to temporarily or permanently disconnect accounts after reasonable notification (if required) to Customer. Customer is hereby notified that accounts disconnected for non-payment (regardless of plan) will be charged $30 to reconnect, must reapply for service, are subject to approval, re-establishment of credit, and may require a deposit and activation or installation fee prior to reconnection of service. Details regarding additional fees are found in the appropriate sections. Termination of service for non-payment does not relieve the customer from their payment obligation.

Termination of Access to the Service: TWN shall terminate your access to all or any part of the Service, without notice, for conduct that TWN believes is a violation of this Agreement, any policies or guidelines posted by TWN on the Service, or for other conduct that TWN believes harmful to others (hereafter referred to as termination for "cause"). Further, we reserve the right to terminate without cause. Upon termination of the Service without cause, TWN may refund any unused portion of prepaid fees after satisfying any outstanding balances owed TWN. Termination for cause shall not entitle the terminated party to any refund or reimbursement whatsoever. TWN is not responsible for notifying anyone other than you of a termination of your access to the Service. Upon termination of access, any banking, brokerage, or other third-party relationships will no longer be accessible through the Service. TWN will not have any responsibility for consequences of such lack of access.

COLLECTIONS - Accounts in default for more than 30 days are subject to submission to a collection agency. Customer acknowledges that any collections actions or litigation will be commenced in Florida, and consents to jurisdiction in Florida. Customer also acknowledges liability for attorney's fees or collection costs incurred in having to collect on Customer's account. Customers are also hereby notified that TWN reports collections actions to the appropriate credit bureau(s) and Customer agrees to allow TWN to share credit information about the Customer with credit reporting agencies/bureaus.

DISCONNECTION OF SERVICE BY CUSTOMER - Disconnection fees and policies vary. Customers may contact TWN's customer service center to disconnect service, or may request disconnection in writing. Customers will receive a pro-rated bill for their last month of digital phone service.

Customers cancelling bundled term plans (Digital phone service plus Internet) prior to their minimum term end date will also be liable for any early termination fees, etc applicable the Internet portion of their service. Details can be found in the Wi-Power Internet access terms and conditions of service.

Please note that customers cancelling a service included in a bundled plan (i.e. Digital phone service plus Internet bundle) will also lose any bundling discounts provided under the previously bundled plan.

Customer is advised that simply returning their equipment to TWN, without providing TWN with notice of disconnection, will not terminate service and the Customer will remain responsible for all costs and fees associated with the account.

CUSTOMER REQUESTED SUSPENSION OF SERVICE – Residential Wi-Power Internet customers may request temporary suspension of their Internet access service. The Customer understands and accepts that suspension of service will affect their ability to use other products and services (including VOIP digital phone services), whether provided by TWN or not, that require Internet access.

Porting Number to TWN and/or away from TWN after Disconnect: Customer may be able to "port" or transfer their digital phone service number from or to another provider. Customer will remain responsible for all TWN charges and fees through the end of the billing cycle that includes successful completion of the port. If the port is not successful, for any reason, the Customer agrees to hold TWN harmless against any claim regarding the inability to transfer their number.

Port Cancelation/ Port Disconnection Fees: Customer acknowledges and understands that, should they cancel the port/transfer order of their phone number prior to completion of the order, or if they disconnect their number after porting, additional charges may apply. These charges may include, but are not limited to: Standard Port Cancelation Fee, Expedited Port Cancelation Fee, Snapback Fee, Disconnect Fee.

LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE OR TERMINATION OR SUSPENSION OR TERMINATION BY TWN – You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that VoIP Service requires a fully functional broadband connection to the Internet and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider ("ISP") and/or broadband provider, and/or electric provider, the VoIP Service will not function, but that you will continue to be billed for the Service unless and until you or TWN terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or an ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature. Should TWN suspend or terminate your Service, the Service will not function until such time as TWN restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

EQUIPMENT, INSTALLATION, MOVING, AND REMOVAL - You authorize TWN authorized personnel/installers to enter your premises at mutually acceptable times to install, maintain, inspect, repair and remove the equipment provided by the Company. The customer or an authorized party on the account must be on-site during the installation. The customer agrees to pay the Installation fee during the installation site visit prior to actual installation. TWN customer premise equipment is generally installed and maintained by TWN employees. You are hereby advised that TWN is not required to be a licensed contractor.

If you are not the owner of the location at which the equipment is to be installed, you represent and warrant that you have obtained the consent of the owner of said premises for TWN personnel and/or its authorized agents to enter the premises for the purposes described above. You shall indemnify and hold TWN harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

You agree to indemnify and hold TWN harmless from and against any claims of damage that may result from incidents or accidents that may occur during or later determined to have been caused by the installation or maintenance of the equipment. Incidents or accidents include, but are not limited to, unintentional damage/harm to property, persons, property, or animals.

To use Wi-Power Digital Phone service you will need Wi-Power digital phone service equipment, typically including at least an Analog Telephone Adaptor (ATA). The equipment is provided for your use by TWN. The equipment is the property of TWN, and we must be allowed access to remove said property upon cancellation or termination of the service. You agree to allow TWN personnel safe and timely access to your premise to remove the equipment upon cancellation or termination of service as well as for routine maintenance and service calls that may be required from time to time. You further acknowledge that should you fail to provide safe and timely access, or if the equipment is found to be damaged or otherwise faulty upon return, you agree to pay TWN for the replacement of said equipment at the then current price. (See also sections of this document describing

Equipment Recovery and Equipment Restocking Fees). Should the Customer sell or otherwise transfer their rights of ownership to another, the Customer agrees to notify TWN in a timely fashion to disconnect service and allow TWN to remove the equipment. Customer agrees that failure to do so will cause the customer to be liable for the replacement cost of the equipment at the then current price and further acknowledges liability for any additional fees, or charges that may be levied as a result. Alternatively, TWN may allow/require, at its own discretion, the customer to return Wi-Power digital phone service equipment via the US postal service or another alternate delivery solution (courier, etc).

EQUIPMENT RECOVERY FEE – This is a non-recurring fee that applies to disconnection of digital phone service on an account, whether cancelled by the customer or terminated by TWN. This fee covers the cost of Wi-Power digital phone service equipment located at the customer premise and will be credited back to the customer's account once TWN receives its equipment (in good working condition) within 10 days of disconnection.

EQUIPMENT RESTOCKING FEE – This is a non-recurring, non-refundable fee that applies to disconnection of digital phone service on an account, whether cancelled by the customer or terminated by TWN. This fee covers the cost of restocking Wi-Power digital phone service equipment received from the customer.

Equipment Tampering, Prohibited Devices: The Customer agrees they will not tamper with their equipment and understands that they are prohibited from using the Service with any devices other than TWN those provided and/or approved by TWN for use with the Service.

Equipment Warranties: TWN makes no warranties of any kind express or implied, and specifically disclaim any warranty of merchantability, fitness of any device for a particular purpose, title or non-infringement, or any type of warranty arising by usage of trade, course of dealing, or course of performance, or any warranty that any device, software or firmware is "free from error" or will meet your needs or requirements. You may have other rights that vary from state to state.

MINIMUM INTERNET ACCESS SPEED REQUIREMENTS – Customers accessing TWN's digital phone service over their broadband Internet service are advised that speed will have a direct and substantial impact upon the results obtained in using the Service. Customers are advised that they must have at least a speed of 512k in both directions to adequately utilize the Service.

USE OF THE INTERNET AND DIGITAL PHONE SERVICE - TWN has no control over opinions, advice or statements given or made by anyone other than authorized TWN spokespersons in any manner on or through the Service.

TWN exercises no control over the content or the information passing through its service and you are advised that sometimes information you may receive may be considered offensive or obscene. By accessing this service you acknowledge that you have read this warning and will not hold TWN responsible for information or content viewed or heard by you through the Service that you may consider obscene or offensive. Use of any information obtained via the Services is at your own risk. TWN specifically denies any responsibility for the accuracy or quality of information obtained through its service.

You agree that you will not use or attempt to use the Service in any way for any of the following purposes: 1. to seek to gain unauthorized access to unauthorized resources; 2. to disrupt the intended use of the Service; 3. to waste resources (people, capacity, and computer) through such actions; 4. to compromise the privacy of users; and/or 5. to seek to commit an illegal act through the use of the system.

It is your responsibility to comply with all international laws and all U.S. laws with respect to your use of the Service, including, but not limited to, copyright laws, obscenity laws, defamation laws, etc. You are reminded that conduct which is illegal in other media (for example, violations of copyright laws, etc.) is also illegal on Internet based digital phone service, and you are fully and solely responsible for the consequences of engaging in any illegal conduct by use of the Service.

TWN is not responsible in any way for any programs or devices used or intended for use in connection with the Service, even if such programs or devices are made available through the Service. Most of the programs used on the Service are third-party programs beyond the control of TWN.

You hereby agree to indemnify and hold TWN harmless from all claims, awards, judgments, costs, expenses (including costs of defense) and damages to which TWN is made subject as a result of any illegal, unethical or other improper use by you, of the Service, and/or a breach by you of this Agreement.

PRIVACY – The Customer understands that the Service uses public and third party networks to transmit communications. TWN will not be held liable for any lack of privacy the Customer may experience or encounter as a result of using the Service.

ACCEPTABLE USE POLICY – TWN's Acceptable Use Policy is intended to help enhance the use of the Service by preventing unacceptable use. All users of the Service must comply with this Policy. By using the Service, you confirm your acceptance of, and agree to be bound by, this Policy.

While TWN does not actively monitor use of its services under normal circumstances, TWN does reserve the right to monitor any customer's activity if it suspects that user is violating terms or conditions of this agreement or if TWN suspects the user is engaged in some other unlawful or destructive activity. TWN may remove or block all communications if we suspect a violation or if such action is necessary to protect TWN, the Service, or any affiliates or employees from harm.

The Service and devices provided may be used for only lawful, proper, and appropriate purposes. The Customer may not use the Service or any devices provided in any way or for any purpose that is illegal, improper or inappropriate.

Violations of the Acceptable Use Policy –
You are responsible for your communications via, and your use of the Service. The following constitute a non-exhaustive list of Violations of the Service Acceptable Use Policy:
1. **Illegal Use:** Use the Service to distribute or disseminate defamatory, infringing, obscene or other unlawful material or information via the Service, or violate any applicable local, state, national or international law either intentionally or unintentionally;
2. **Harassment/Harm**: Use the Service in a libelous or defamatory manner, to threaten, harass, stalk, abuse, deceive, defraud, invade privacy, impersonate or otherwise violate the legal rights (including rights of privacy and publicity) of others; this includes threats of bodily harm or destruction of property and encouragements to others to cause bodily harm or destruction of property. Any attempt to use the Service to cause harm to individuals or anyone's network in any way is a violation of the acceptable use policy.
3. **Child Exploitation:** You may not use the Service to harm or attempt to harm a minor. This includes, but is not limited to: hosting, possessing, disseminating, or transmitting material or information that is unlawful, including child pornography or obscene material or material that in any way constitutes a violation of Federal child exploitation statutes.
4. **Unauthorized Access**: Attempting to access the accounts of others, or attempting to penetrate TWN's or another entity's security measures, equipment, communications or telecommunications system, whether or not the intrusion resulted in corruption or loss of data. This includes, but is not limited to, intentionally seeking information on, obtaining copies of, or modifying files, email or other data, or passwords belonging to other users or third parties without their permission.
5. **Copyright or Trademark Infringement:** Violating any third party's software or other material protected by intellectual property laws, rights of privacy or publicity, copyright, trademark, patent, trade secret or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
6. **Fraudulent Activity**: Use of the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "ponzi schemes" or "chain letters" is expressly prohibited.
7. **Security and Resource Infringements:** Use the Service in a manner that adversely affects the availability of its resources to other users including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission. Including but not limited to port scanning, network attacks, and the transmission of viruses or virus hoaxes. It is the customer's responsibility to ensure that their network is configured in a secure manner. A Customer may not allow others, with or without authorization, to use their network or Service for illegal or inappropriate actions. A customer may not allow their network or Service to be configured in such a way that gives allows another party the capability to use their network or Service in any illegal or inappropriate manner.
8. **Unsolicited / Bulk Calling / Telemarketing / Auto-dialing:** Communications to others for any purpose other than personal communications, including but not limited to; transmit unsolicited commercial (or other)

calls/faxes/messages, voicemail or fax broadcasts/blasts, telemarket/advertise or offer to sell goods or services to others, auto-dialing, extensive or continuous call-forwarding, inbound or outbound call center activity of any type.
9. **Theft of Service:** Unauthorized use of the Service, either by the Customer directly or by a third party as allowed or not reported by the Customer. The Customer shall take measures to secure any devices and information necessary to access the Service and will immediately report any theft thereof. Customer is responsible for any misuse of their Service and any associated devices.

Reporting of Violations of Acceptable Use Policy
TWN requests that anyone who believes that there is a violation of this Acceptable Use Policy direct the appropriate information to customersvc@twncorp.com . In order to pursue a violation report, the following information is necessary:

- The IP Address or originating number used to commit the alleged violation, if available
- The date and time of the alleged violation in Eastern Time
- Description and Evidence of the alleged violation

Please note: Other situations will require different methods of providing the information above. TWN may take any of the following actions in response to a violation report: a written or verbal warning, suspension of offending user's account, termination of offending user's account, bringing legal action against offending subscriber, reporting the violation to governmental authorities.

LAW ENFORCEMENT / EMERGENCIES – TWN will fully cooperate with all members of law enforcement agencies conducting investigation of illegal activities involving current and/or former customers' use of TWN's services. This cooperation may involve the sharing of network transactions, call detail records and customer specific information with third parties. Customer acknowledges this and authorizes TWN release the information.

Customer acknowledges and agrees that TWN may release any and all of the Customer's relevant information to law enforcement or TWN legal advisors for the purpose of investigation and/or prosecution of unlawful use of the Service or violation of this agreement or as necessary to protect and preserve TWN's rights and property.

Customer acknowledges and agrees that TWN may release any and all of the Customer's relevant information in the case of an emergency situation where disclosure of such information is necessary to protect the Customer, TWN, or another party from harm.

DAMAGES - TWN reserves the right to claim monetary damages from Customers that cause significant economic harm to TWN through a violation of this agreement or by any other means.

DISPUTE RESOLUTION – Customer and TWN both agree to attempt in good faith to resolve any dispute promptly. If the parties are unable to resolve the dispute, the Customer agrees to pursue resolution of their claim/dispute through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.

NO THIRD PARTY BENEFICIARIES – There is no remedy, claim, liability, reimbursement, or other cause of action available to any party that is not a party to this agreement. No third party beneficiary rights are created by this agreement.

*Should any part of this agreement be deemed unenforceable, the unenforceable part is to be interpreted in accordance with applicable law as nearly as possible to the original intention, and remaining provisions shall remain in full force and effect. Failure to enforce any portion of this agreement is not to be taken as a waiver of any provision or right.

Exhibit D:

E911 Service Limitations and Additional Terms and Conditions

E911 service limitations and additional terms and conditions

The Federal Communications Commission (FCC) requires that TransWorld Network, Corp. ("TWN"), provide E911 service to all end users within the United States. All sections apply to all end users who use TWN services within the United States.

1.1. 911 acknowledgement and warning labels. End user acknowledges that TWN equipment and services do not support 911 emergency dialing or other emergency functions in the same way that traditional wireline 911 services work. The differences are detailed in this document and end user agrees to notify any potential user of the services, who may place calls using end user's services, of the 911 limitations described herein. TWN will provide end user with warning labels regarding the limitations or unavailability of 911 emergency dialing. End user agrees to place a label on and/or near each telephone or other customer premise equipment on which the services may be utilized. If additional labels are required, end user may request them from TWN. TWN will provide end user with advisory notices regarding 911 emergency dialing and request acknowledgments from end user. End user also agrees to respond and affirmatively acknowledge that TWN has advised end user of the circumstances under which TWN E911 service may not be available or may be limited in comparison to traditional 911 emergency dialing. TWN advises end user to maintain an alternative means of accessing traditional 911 services.

1.2. Electrical power. End user acknowledges that the services will not function in the absence of electrical power.

1.3. Internet access. End user acknowledges that the services will not function if there is an interruption of end user's broadband or high-speed internet access service.

1.4. Non-voice systems. End user acknowledges that the services are not set up to function with out-dialing systems including security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. End user has no claim against TWN or its under-carriers for interruption or disruption of such systems by the services.

1.5. TWN E911 service is a mandatory component of all inbound/outbound voice service plans. E911 service is not offered on virtual numbers, toll- free numbers or similar service accessories or add-on plans. E911 service is only available in selected areas. End users who subscribe to TWN E911 service will be required to register the physical location of their equipment (DTA or videophone) with TWN by calling customer service, and agree to update the location whenever the physical location of service changes. End user acknowledges that TWN's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. End user acknowledges and understands that any enhanced location information passed to an emergency operator by TWN will be based upon the physical location provided to TWN by end user. In the event that the physical location has not been updated or is not complete, TWN may attempt to route a 911 call based upon the bill-to or ship-to addresses associated with the end user's account or initial order.

1.6. End users who are required to subscribe to TWN E911 service will be subject to a one-time provisioning fee. The provisioning fee shall be in addition to the applicable residential or business plan charges for the associated line. TWN reserves the right to adjust the level of charges associated with the provision of E911 services to reflect increases or decreases in the costs it incurs.

1.7. End user also acknowledges that TWN E911 service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. These characteristics may make TWN E911 services unsuitable for some end users. Because end user circumstances vary widely, end users should carefully evaluate their own circumstances when deciding whether to rely solely upon TWN E911 service. End user acknowledges that it is end user's responsibility to determine the technology or combination of technologies best suited to meet end user's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless/cellular phone as a backup means of completing emergency calls). The following characteristics distinguish TWN E911 service from traditional, legacy, circuit-switched 911 service:

** TWN's E911 service will not function if end user's data, phone or videophone fails or is not configured correctly or if end user's TWN service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, or suspension or disconnection of service because of billing or other issues. If there is a power outage, end user may be required to reset or reconfigure the equipment before being able to use the TWN service, including for E911 purposes.

** after initial activation of the E911 service, and following any change of and update to end user's physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into our nomadic E911 databases prior to service activation, but no guarantee can be made that the automatic number and location information will be activated within this schedule.

** the local emergency service operator receiving TWN E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the TWN E911 call. Due to technical factors in network design, and in the event of network congestion on the TWN network, there is a possibility that a TWN 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional, legacy, circuit-switched telephone networks.

** if end user does not correctly identify the actual location where the TWN equipment will be located at the time of activation of the service, TWN E911 communications may not be directed to the correct local emergency operator.

1.8. End user acknowledges and understands that TWN will not be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using TWN or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth in this agreement. End user agrees to defend, indemnify, and hold harmless TWN, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to end user in connection with the services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without Limitation, reasonable attorney fees) by, or on behalf of, end user or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

CUSTOMER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE ABOVE, THEY ARE ALSO BOUND BY TWN'S WI-POWER DIGITAL PHONE SERVICE TERMS AND CONDITIONS OF SERVICE.

Signature and Printed Name: _____ Date: _____

Account Number or Phone Number: _____