

## **The411Stop.com**

### **Terms and Condition of Sale**

1. This National Directory Assistance (NDA) Service Agreement constitutes the entire agreement between the parties. It supersedes all prior proposals, agreements, or other communications between the parties regarding such subject matter. This Agreement may be changed from time to time by The411Stop.com (The 411Stop) without notice to "Customer". It is recommended that Customer's return to this Terms & Conditions page often to review for any changes.
2. The acknowledgement by the Customer in the Customer Sign-Up Form that they have reviewed this agreement hereby constitutes acceptance of all terms and conditions of this agreement by Customer. NDA services include, but are not limited to, live operator assistance to look up Local and National Directory listings, Category Searches, Reverse Searches and Address Searches. Enhanced Directory Assistance (EDA) services include, but are not limited to, live operator assistance to look up Movie Listings, Lottery results, Sports scores, Weather forecasts, Stock Quotes, Horoscopes, Flight timings, Local Time as availability and The411Stop defines.
3. Customer agrees to pay an initial deposit for the calling plan that was selected during the sign-up process. Usage will be calculated monthly for the actual monthly call volume of Directory Assistance calls sent by the Customer to The411Stop and if the call volume is equal to or less than the plan allowance, then Customer will be billed the standard monthly fee. If the actual call volume exceeds the plan allowance, then Customer will be billed the standard monthly fee plus an amount equal to the call volume that exceeds the plan allowance times the additional look-up fee.
4. The411Stop shall provide Customer a paperless monthly invoice that will be emailed to Customer and/or placed online for Customer review. If a paper invoice is requested, an additional monthly billing fee of \$3 will be charged per account. All directory assistance calls invoiced that are undisputed are due and payable fifteen (15) calendar days from the receipt thereof and considered delinquent thereafter, subject to delinquent interest at the rate of 2% per month (24%) per annum. In the event of failure to pay all undisputed charges on any invoice when due, The411Stop reserves the right to cancel or suspend service until all undisputed amount(s) are paid in full.
5. All invoices and calls on those invoices are considered valid unless disputed within forty-five (45) calendar days from their receipt.
6. Customer grants The411Stop permission to charge Customer Credit Card with the initial deposit, continued monthly usage and any additional deposits required under this agreement.
7. Customer acknowledges and agrees that third-party providers compile the database utilized by The411Stop and that this is an alternative U.S. and Canada nationwide database to those utilized by other telecommunications carriers. In no event shall The411Stop be liable to the Customer, or any third parties, for any indirect, special incidental or consequential losses or damages, including without limitation, loss of revenue, Customer's, loss of profits or loss of goodwill, arising in any manner from this agreement. Notwithstanding the foregoing, both

The411Stop and Customer acknowledge and agree that Customer's decision to enter into this agreement with The411Stop is based, at least in part, on the representation of The411Stop as to the accuracy of its data, as per Section 20 d of this Agreement and the failure of the data retrieved by Customer from The411Stop under this agreement to meet such percentage shall be a material breach of this agreement.

8. Customer shall not assign this agreement without The411Stop express written consent, which shall not be unreasonably withheld. Notwithstanding anything to the contrary, Customer hereby consents to The411Stop granting a security interest in its rights under this agreement to any lender providing financing to The411Stop.

9. Customer shall indemnify, defend and hold harmless The411Stop, its officers, directors, shareholders, employees and agents, from and against any and all loss, costs, damages assessments, injuries, expenses (including but not limited to reasonable attorney's fees and costs), claims and liabilities to the extent arising out of or attributable to "Customer's" negligence, misconduct, misrepresentation to its customers and/or the Customer's failure to abide by all applicable state and federal laws applicable to Customer, including applicable state and federal telecommunications regulations and deceptive trade practices statutes. The411Stop shall indemnify, defend and hold harmless Customer, its officers, directors, shareholders, employees and agents, from and against any and all loss, costs, damages assessments, injuries, expenses (including but not limited to reasonable attorney's fees and costs), claims and liabilities arising out of or attributable to The411Stop negligence and/or misconduct.

10. With respect to any lawsuit involving this agreement, the parties here to agree that the prevailing law shall be that of the State of Texas. The parties irrevocably submit to the personal jurisdiction of each federal or state court in the State of Texas, which has jurisdiction over the subject matter, and waives any objections to venue and any right to assert that such a court is an inconvenient forum.

11. This agreement shall begin on the date Customer submitted their electronic sign-up form and their credit card deposit is accepted and shall continue until either party terminates this agreement. Either party may terminate this agreement by giving the other party 30 day written notice of termination. In the event of termination by Customer, Customer shall be responsible for the payment of all services provided by The411Stop through the date of termination plus 30 days.

12. Customer has been advised The411Stop has adopted certain standards of practice in order to assist Customer in the use of the The411Stop service. A maximum of two (2) listings are permitted per call. Customer service calls should be directed to 713-669-9000.

13. The411Stop staffs its call center(s) and runs its operations so that the Average Speed of Answer in a month should not exceed an average of ten (10) seconds per call. Customer and The411Stop acknowledge and agree that The411Stop's failure to satisfy a SLA standard, as per Section 20 of this Agreement, or any representation or warranty set forth in this agreement shall constitute a material breach of the agreement. Moreover, Customer and The411Stop further acknowledge and agree that, notwithstanding anything to the contrary, Customer shall be entitled to terminate this agreement upon written notice to The411Stop (without any opportunity to cure) in the event that The411Stop fails to satisfy a SLA standard or any

representation or warranty three (3) or more times during any ninety (90) day period; provided that The411Stop has received written notice of at least the first two breaches.

14. Anytime the Customer receives the recorded message "Sorry, you are not recognized as an authorized user of this service please contact customer service at 713-669-9000 if this message is in error". Customer should immediately call The411Stop and report the problem.

15. Customer shall have 60 days from the date that the first call to directory assistance is completed to cancel services and agreement if not satisfied with the services provided. Upon termination, Customer shall be provided with final invoice payable only for services rendered.

16. Force Majeure. Notwithstanding anything else in this Agreement, and except for the obligation to pay money unless financial institutions are closed by federal order or unable to process financial transactions for reasons set forth herein, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the party charged with a default, including, but not limited to: power outages, strikes, lockouts or other labor' disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, acts of terror, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier, provided that the affected party (I) notifies the other immediately following the occurrence of such an event, (ii) takes actions reasonably necessary to mitigate the effects of the event, and (iii) commences to perform its obligations hereunder as soon as reasonable practical following the cessation of the event.

17. Payphone Notification – Customer understands that calls made from payphones an additional surcharge for calling The411Stop. Customer is hereby notified that payphone surcharges incurred by The411Stop will be billed directly to the Customer.

18. Additional Market Notification – Customer must provide The411Stop with at least thirty-one (31) calendar day's written notice prior to launching any market with call volume estimated to be greater than one hundred thousand (100,000) calls per month.

19. Billable NDA Call - A "Billable NDA Call" shall refer to all calls answered by the The411Stop Automatic Call Distributor whether or not the caller disconnects the call prior to reaching a The411Stop Call Attendant. A Billable NDA call shall also refer to any of the individual NDA Call types, as described in the below, whether or not the requested listing or information is found. A Billable NDA Call shall also refer to any call that is answered by a The411Stop Agent, but on which the caller does not request information or requests information or assistance not provided under this Agreement.

20. The411Stop hereby represents and warrants that in the performance of services under this agreement:

- a. it shall meet and/or exceed all industry accepted Directory Assistance requirements;
- b. the average speed of answer in a month shall not exceed 10 seconds per call;
- c. abandonment shall be maintained daily at less than 3% of calls;

- d. data accuracy (as more fully described in Section 7) shall be maintained daily on a national basis for the United States at greater than 98%;
- e. network uptime shall be maintained daily at 99.9994%;
- f. each CSR shall be monitored for 10 random calls weekly; and
- g. it shall maintain no less than 2 call centers to handle calls made under this agreement.

21. If any provision of this agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

22. No failure of either party at any time to require the strict performance of any covenant, duty, agreement or condition herein or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such covenant, duty, agreement or condition or any such breach.

**Notes:**

1. Rates are quoted on a per call basis to be billed based on the total number of NDA plus Enhanced Directory Assistance (EDA) Service calls for a given calendar month, as defined by The411Stop.

2. Customer has selected to utilize T1/Direct connectivity for both inbound and outbound calls, call completion per min charges shall be waived.

3. Price for total number of NDA plus EDA calls for a given calendar month will be billed monthly and as defined by The411Stop. The contract will automatically renew on a month-to-month basis with\_ thirty (30) day advance written notice by either the Customer or "The411Stop". At that time The411Stop at its option can provide written notice to increase the month-to-month price increase by an additional \$0.05 per call onto the listed Standard pricing. If a customer refuses aforementioned rates increase, customer may terminate this agreement without penalty.

4. Customer, at their option, may furnish a list of originating telephone numbers (ANI) from each of their physical locations or numbers from which they wish to make calls, in order to avoid unauthorized calls by outside users. A list of ANI's must be provided by Customer and become a part of this agreement and are to be associated from which directory assistance account. Customer understands that if they elect NOT to register their ANI with The411Stop, the possibility exists that an unauthorized user(s) may intentionally or unintentionally utilize the toll free number assigned to Customer. In such case, Customer understands they are unconditionally responsible for any and all usage occurring on the toll free number assigned and that furthermore, there is no condition in which a dispute for calls would be considered legitimate.

## **Call Types:**

**National Directory Assistance (NDA) /Information Services** - A "NDA Call" is a call delivered to a The411Stop Agent for the provision of NDA Services. The411Stop Agents shall offer and provide, upon request, up to a combined total of two (2) of the following types of information on each NDA/EDA Call and shall constitute only one (1) "billable call".

**Billable NDA Call** - A "Billable NDA Call" shall refer to all calls answered by the The411Stop Automatic Call Distributor whether or not the caller disconnects the call prior to reaching a The411Stop Call Attendant. A Billable NDA call shall also refer to any of the individual NDA Call types described in the preceding paragraphs of this attachment, whether or not the requested listing or information is found. A Billable NDA Call shall also refer to any call that is answered by a The411Stop Agent, but on which the caller does not request information or requests information or assistance not provided under this Agreement.

**Local Directory Assistance and National Directory Assistance (NDA)** - The411Stop Agent shall search for and provide the caller listings anywhere within the United States that are requested by name and city, excluding non-published listings.

**Unlisted Numbers** - The411Stop will not knowingly provide unlisted/ non-published listings telephone numbers in response to Customer Subscriber requests. Additionally, The411Stop will not knowingly provide the information for Unlisted Address searches in response to Customer Subscriber requests. When records are marked as unlisted or non-published, The411Stop will honor such records in the appropriate manner.

**Enhanced Directory Assistance (EDA) Reverse Search** - The411Stop Agent shall search for and provide the published name and address requested by telephone number. Category Search - The411Stop Agent shall search for and provide the caller listings for businesses by requested category and city (e.g., florist in Corona, CA). Requested by category within a city and state.

**Lottery** - The The411Stop Agent shall search for and provide the caller with the State Lottery draw numbers. Lottery Draw numbers are available for all State run Lottery Draws and shall be updated at least once a day.

**Movie Listings** -The The411Stop Agent shall search for and provide the caller with the theater name, show times, movie titles, ratings, and telephone number. Callers may request a search on both movie title and movie theater name. Movie Listings are available for all movie chains and major independent theaters. Records of Movie Listings shall be updated once a week.

**Sports Scores** - The411Stop Agents shall search for and provide the score of a game or event then in progress or the final score of a game or event last played. The411Stop records of Sports Scores shall be updated at 15-minute intervals. The sports available include baseball (MLB), football (NFL), basketball (NBA), hockey (NHL) and Major Sporting Events. Other sports events not listed in this agreement may or may not be available to callers.

**Stock Quotes** - The The411Stop Agent shall search for and provide the caller with the requested Stock Quote by stock symbol for the Dow, Nasdaq or S&P 500 Stock Quotes per call. If a stock symbol is not known, the operator can attempt to determine the correct symbol. The411Stop records of Stock Quotes shall be updated at 20-minute intervals or as provided by our data vendor.

**Weather Conditions** - The411Stop Agents shall search for and provide the current and next day weather conditions for any requested US cities. The weather conditions for the requested city or for the nearest major city for which weather reports are available shall be provided. Records of Weather Conditions shall be updated twice daily.

**Horoscopes** - The The411Stop Agent shall search for and provide the caller with the requested Horoscopes by Sign. Horoscopes updated at least once a day.

**Flight Times** - The The411Stop Agent shall search for and provide the caller with the requested Flight Times by Major Airline based on flight number or City of departure and arrival.

**Time of Day** - The The411Stop Agent shall search for and provide the caller with the requested Time of Day by City in the United States. Time values are static and therefore approximate.

**Reverse Search by Address** - The411Stop Agent shall search for and provide the published name and telephone number by address. An additional charge shall apply for these calls as described in the Agreement