

DUPLEX – Romania USA

Thank you for selecting ADISAM TELECOM to achieve your business goals. We are confident that our business will be positive and we encourage you to promote ADISAM as a future provider of telecommunications solutions for your clients/prospects in the Romanian community within the United States.

SUBSCRIBER AGREEMENT dated as of between:

1. ADISAM TELECOM LLC, doing business as ADISAM TELECOM, a MD limited liability company (“ADISAM”), with offices at 11400 Rockville Pike Suite 512 Rockville, MD 20852, tel: 1 866 7ADISAM, fax: 301 881 6043, called **PROVIDER**

and

2. CLIENT

SUBSCRIBER INFORMATION*		
APPLICATION DATE		
FIRST NAME		
LAST NAME		
ADDRESS	City	
	State	
	Zip Code	
PHONE NUMBER		
E-MAIL ADDRESS		
CREDIT CARD INFORMATION***	Type	
	Holder	
	Number	
	Exp. Date	
	CVV	
BILLING ADDRESS		
ANI (Automatic Number Identification)		
PAYMENT METHOD		
NOTES		

PRODUCT DUPLEX ROMANIA - USA **	
ACTIVATION DATE	
TYPE	Credit
	Limited credit (amount)
PIN (confidential)	
ACCOUNT	
WEBPASS	
ANI (Automatic Number Identification)	
NOTES	

NOTE: All subscriber’s information are necessary and required for activation.

* to be completed by subscriber

** to be completed by ADISAM TELECOM

*** required for subscription; used only if specified as payment method

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SUBSCRIBER AGREEMENT

1. **Use of Service.** The Subscriber Agreement is hereby modified solely to permit you to use our Service. The term "Service" shall include the VoIP (Voice over Internet Protocol) services provided by Adisam Telecom.
2. **Agreement period.** The present agreement is signed for a period of 1 (one) year and can be extended by mutual agreement.
3. **Fees and Charges.** You agree to pay the then-current fees and charges for the Adisam Telecom Service upon receipt of an invoice. Adisam Telecom shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. If we receive partial payment of any such invoices, we will apply such payment in the amounts and proportions to the outstanding charges as we determine. Our acceptance of any partial payment by you does not mean that we waive our rights to collect the full balance owed to us.
4. **Late Payments or Failure to Pay.** You agree to pay Adisam Telecom, as set forth in this Agreement, for any fees or charges due to Adisam Telecom. If Adisam Telecom does not receive any required payment from you by the date on which the payment is due, or you pay less than the full amount due Adisam Telecom where we provide more than one product or service to you, you may be charged such fees, charges and assessments and the Service may be disconnected.
5. **Credit Inquiries.** You authorize Adisam Telecom to make inquiries and to receive information about your credit experience from others, enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes.
6. **Billing Errors.** Subject to applicable law, you must notify us of any billing errors or other requests for refund within sixty (60) days of the date on which the error occurred.
7. **Account Access.** In order to protect the privacy of your account information, we may require that you use a security code, designated in accordance with our policies, to confirm your identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service.
8. **Acceptable Use Policy.** You expressly agree not to use the Adisam Telecom Service, directly or indirectly, to undertake or accomplish any unlawful purpose or in violation of any laws.
9. **Customer Information.** The Customer information that you have provided and will provide to Adisam Telecom during the term of this Agreement, including without limitation your legal name, address, telephone number(s), payment data (including without limitation credit card numbers and expiration dates) is accurate, complete and current. You agree to promptly notify us, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information constitutes a breach of this Agreement.

Information about you can be used for: offering you our products and services; fulfilling your orders and requests; checking expenses; invoice; solving problems, answering questions and complains; keeping contact with you (post office, e-mail, fax, phone) and informing you about our offer.

Multiple Users. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. You further acknowledge and agree that you are solely responsible

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for and liable for any and all breaches of the terms and conditions of this Agreement. You agree to indemnify, defend and hold harmless Adisam Telecom and its affiliates and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Service or the breach of this Agreement by you or any other user of the Service.

10. Termination and Expiration.

Termination by Customer. You may terminate this Agreement for any reason at any time by providing Adisam Telecom with verbal or written notice of termination, in accordance with the terms of this Agreement. In the event of your termination, any applicable fees and charges will accrue through the date of termination but all prepaid monthly service fees for Service not received will be refunded.

Termination by Adisam Telecom. We may terminate this Agreement (i) at any time without prior notice if you fail to comply in full with any term of this Agreement, or (ii) for any other reason upon thirty (30) days notice to you. In the event Adisam Telecom terminates the Service for any reason other than your violation of this Agreement, any fees and charges will accrue through the date of termination but any prepaid monthly service fees for Service not received will be refunded.

11. Mandatory and Binding Arbitration.

- a. **Binding Arbitration.** If you and Adisam Telecom are unable to resolve informally any claim or dispute related to or arising out of this Agreement or the services provided, you and Adisam Telecom agree to binding arbitration except as provided below. You must contact us within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing), or you waive the right to pursue a claim based upon such event, facts or dispute.
- b. **Parties.** All parties to the arbitration must be individually named. There shall be no right or authority for any claims to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other subscribers, or other persons similarly situated unless your state's laws provide otherwise.
- c. **Arbitration Services and Procedures.** The arbitration will take place at a location, convenient to you, in the area where you receive service from us. Adisam Telecom will advance all reasonable arbitration filing fees and arbitrator's costs and expenses, except that you are responsible for all costs that you incur in the arbitration, including, but not limited to, expert witnesses or attorneys. If the arbitration is decided in Adisam Telecom's favor, you agree to reimburse Adisam Telecom for all filing fees, costs and expenses advanced. You and Adisam Telecom agree that a single arbitrator will resolve the dispute. Moreover, participating in arbitration may result in limited discovery.
- d. **Exclusions from Arbitration.** You and Adisam Telecom agree that the following will not be subject to arbitration: (1) any claim filed by Adisam Telecom to collect outstanding balances for unpaid service or the theft of any service or equipment; (2) any dispute over validity of either party's intellectual property rights or our licenses to operate our business.

12. Changes to the Service and the Agreement.

Adisam Telecom may, in its sole discretion, change, add to or remove portions of the Service (including without limitation content, functionality, hours of availability) at any time without notice. In addition, we may modify this Agreement at any time in our sole discretion upon thirty (30) days prior notice to you. You agree that any one of the foregoing will constitute sufficient notice of these changes. Your continued use of the Service following notice of these changes shall be deemed to be your acceptance of any the changes. If you do not agree to any changes, you must immediately stop using the Service and notify Adisam Telecom that you are terminating this Agreement.

13. General.

This Agreement and all exhibits hereto constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and replace any and all prior written or verbal agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Adisam Telecom's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

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