

Webley After Hours™ Service Plan Agreement

This service plan for the Webley After Hours service between you and Webley, a division of Parus Holdings, Inc., sets forth certain of your and our legal rights concerning your service, its description, payments, credits, billing dates, refunds, limitations of liability, and other important topics (the "Service Plan"). This Service Plan is specifically incorporated into your General Terms and the Agreement as defined therein. This Service Plan incorporates by reference the applicable Webley After Hours customer information materials and your Order Form that may describe aspects of your price plan, features and promotions you have selected, all of which are a part of the Agreement. All capitalized terms in this Service Plan shall have the meaning contained in the General Terms unless otherwise defined herein. In the case of a conflict between an Order Form and this Service Plan, the Order Form shall be given precedence.

PLEASE READ THIS SERVICE PLAN, THE GENERAL TERMS, THE ORDER FORM AND ALL OTHER APPLICABLE DOCUMENTS OR AGREEMENTS INCORPORATED INTO THE AGREEMENT. IF YOU DISAGREE WITH THE TERMS OF THIS SERVICE PLAN, YOU DON'T HAVE TO ACCEPT THIS AGREEMENT. IF YOU'RE A NEW CUSTOMER, THIS SERVICE PLAN STARTS AS PROVIDED BY THE GENERAL TERMS. IF YOU DON'T WANT TO ACCEPT AND BE BOUND BY THIS AGREEMENT, YOU MUST OTHERWISE COMPLY WITH PARAGRAPH ONE AND ALL OTHER APPLICABLE PROVISIONS OF THE GENERAL TERMS. IF YOU CONTACT CUSTOMER SERVICE AND REQUEST CANCELLATION OF YOUR SERVICE AS REQUIRED BY THE GENERAL TERMS AND WITHIN 72 HOURS OF THE START OF THIS SERVICE PLAN BUT PRIOR TO INCURRING ANY USAGE ON YOUR ACCOUNT, YOUR ACCOUNT WILL BE CANCELLED WITHOUT CHARGE. IF YOU'RE AN EXISTING CUSTOMER UNDER A PRIOR FORM OF AGREEMENT, YOUR ACCEPTANCE OF THIS SERVICE PLAN IS ONE OF THE CONDITIONS FOR OUR GRANTING YOU ANY OF THE FOLLOWING CHANGES IN SERVICE YOU MAY HAVE REQUESTED: A NEW SERVICE PLAN, A NEW PRICE PLAN, A NEW PROMOTION, ADDITIONAL FEATURES OR BENEFITS, ADDITIONAL LINES OF SERVICE, OR ANY OTHER CHANGE WE MAY DESIGNATE WHEN YOU REQUEST SUCH A CHANGE IN YOUR EXISTING AGREEMENT. IF WE GRANT YOUR REQUEST AND YOU SIGN AN ORDER FORM CONCERNING THIS SERVICE PLAN, OR ACCEPT THE RESULTING BENEFITS OF THIS SERVICE PLAN BY CONTINUING TO USE YOUR SERVICE AFTER WE MAKE THE CHANGE(S), THIS SERVICE PLAN MODIFIES YOUR PRIOR AGREEMENT. YOU CAN GO BACK TO YOUR OLD SERVICE UNDER YOUR PRIOR SERVICE PLAN AND PRICE PLAN BY CONTACTING US ANY TIME BEFORE PAYING YOUR FIRST BILL AFTER WE MAKE THE CHANGE YOU REQUESTED. OTHERWISE, IF YOU PAY YOUR BILL, YOU'RE CONFIRMING YOUR ACCEPTANCE OF THIS SERVICE PLAN AND ALL CONCURRENT OR RELATED MODIFICATIONS OF YOUR AGREEMENT.

YOUR PRICE PLAN

You've chosen the Webley After Hours Service Plan as specified on your Order Form. **ANY ELEMENTS OF YOUR PRICE PLAN, FEATURE AND PROMOTION DESCRIPTIONS IN YOUR ORDER FORM ARE PART OF THIS AGREEMENT.**

	1 to 5 Subscribers	6 to 9 Subscribers	10 to 14 Subscribers
Recurring Service Charges			
Paid monthly on anniversary of start date	\$99.00	\$149.00	\$199.00
Connected Call Charges			
Connected Calls per Minute	12 cents	12 cents	12 cents

Inbound Service Charges	
Inbound Calls to the Service	Inbound Calls for the After Hours Service Functionality are not charged.
Greetings	
Available greetings	Greetings are designed and recorded by Subscribers
Training	
Initial 30-day training and coaching available by phone	Provided at no charge
Setup Fee	
Per Initial Subscription	As provided by your Sales Order Form

PRICING NOTES

Definition of Services:

“After Hours Service Functionality” means (i) calls from clients, patients or other business contacts that leave a voice message, or that you do not answer, are Inbound Calls and are not charged to you, (ii) calls that you answer from, or that you make to, clients, patients and business or other contacts are charged at 12 cents per Minute as Connected Calls, and (iii) calls you make to your Number to access your Account and manage your Account information are session calls and are not charged to you.

“Connected Calls” means calls that you answer from, or that you make to, clients, patients and business or other contacts, including conference calls that you setup.

“Minutes” means minutes from the time a call is answered until the call disconnects with elapsed time calculated in six-second increments.

“Account” means the initial account for Services established pursuant to an Order Form for your business. The billing cycle for an Account begins on the date of the month when the Service Agreement becomes effective; usually this is the “go live” date, and each succeeding billing cycle will begin on the same date of each month thereafter (or the last day of a month if earlier). All Subscriptions will be billed on the same billing cycle as the Account.

“Subscriber” means an end user assigned to a Subscription associated with an Account.

“Subscription” means the Service for an Account assigned to a Subscriber.. Subscriptions are single user subscriptions only and may not be shared among other persons associated with an Account or otherwise. Additional Subscriptions may be added to an Account but Subscriptions are NOT transferable.

General:

Prices do not include, and you are responsible for, all sales, use and other taxes.

The Services are offered only within the North American Number Plan Area (“NANPA”). For messages to be delivered outside the NANPA, pricing is available upon written request.

Prices are subject to change upon 20-days prior notice from Webley.

Voice Calls:

All voice calls will be charged only as provided above, and calls that result in a busy signal or no answer are never charged.

All minutes are billable in 6-second increments.

Money Back Guarantee:

Our 30-day money back guarantee is for new customers. Each customer can only use the Money Back Guarantee once, and for only one account. If our hosting service is not what it should be and we can't put the problem right, you may cancel the service within 30 days of your account being activated. Cancellation must be done through the Customer Care Center. For instructions on how to cancel your Service(s), please follow the directions in Paragraph 22 of the General Terms. Customers switching from one Service Plan to another Service Plan shall be deemed to have exhausted the 30-day period, and are no longer eligible for the Money Back Guarantee. Any customer who has breached or whose account has been suspended or terminated due to the breach of any part of the General Terms or other provisions of the Agreement automatically forfeits the right to use the Money Back Guarantee. Refunds apply recurring fees, usage charges and setup fees. Refunds to credit cards take 5-10 days. Refunds by check take 2-4 weeks. Refunds by ACH take up to 1 week.

Your Rights To Change Or End This Service Plan Agreement.

From time to time we may send you written notice of changes to prices or other terms of this agreement. If any of those changes adversely affect your rates, rights, or service in a material way, you can end this agreement during an initial or subsequent renewal term, without any early termination fee, just by giving us written notice any time before 30 days after the end of the billing period in which the changes go into effect. From time to time we may let you change your price plan, or your service in another way. If we do, you're subject to the requirements we set for that change (which may include a new initial term). Other rights that you have to change or end this Service Plan are set forth above and in the General Terms.

What You Pay.

We bill your recurring service charge monthly in advance and any usage charges in arrears. We may bill usage charges after calls are made or messages are sent. Your credit card or debit card on file may be charged whenever \$25 in usage has accumulated, regardless of your billing date. If usage charges are less than \$25, your card will not be charged until your billing date. If any sales or use tax is imposed upon your service, you will be required to pay the applicable sales or use tax even if you were not billed by us for the sales or use tax as it became payable; this obligation survives the expiration or termination of your Agreement. You're required to pay us for all charges billed to your Webley After Hours Account.

Promotions.

All promotions are subject to the specific terms and conditions associated with that promotion as defined within the promotion program description.

How We Calculate Your Bill.

We charge you the rates in effect under your price plan at the time charges are incurred, plus any other usage charges that apply. We calculate charges, if applicable, based on when the call connects to its destination. Please note that we bill time in six-second increments, except as otherwise disclosed above.

International Calling.

International calling is not enabled or authorized.

Payments.

Payment is due by the method of payment specified in your Order Form. Your invoice will be provided to you electronically, unless paper invoices were specified on your Order Form. Checks are not accepted for payment unless specifically permitted on your Order Form.

IF YOUR METHOD OF PAYMENT IS BY CREDIT OR DEBIT CARD OR ACH AUTHORIZATION AND IF WE ARE UNABLE TO AUTHORIZE YOUR METHOD OF PAYMENT FOR THE AMOUNT DUE AFTER 2 ATTEMPTS, WE WILL TEMPORARILY SUSPEND YOUR SERVICE. IF YOU DO NOT PAY THE AMOUNT

DUE WITHIN 14 DAYS YOUR ACCOUNT WILL BE PERMENENTLY DISCONNECTED. A LATE PAYMENT FEE OF UP TO 1.5 PERCENT PER MONTH (AN 18 PERCENT ANNUAL RATE) WILL BE IMPOSED ON ANY BALANCES WHICH REMAIN UNPAID, OR SUCH OTHER LOWER RATE PROVIDED BY APPLICABLE LAW.

If you sign an ACH, credit or debit card authorization and give us the required ACH information or the credit or debit card number that we accept for payment of your monthly bills, you're authorizing us to charge the amounts you owe us, then or later, to that number or account and to demand immediate payment from the card issuer. You're also agreeing you'll pay, under the terms of your agreement with the card's issuer, the amounts charged to your credit or debit card. If payment by your method of payment (credit or debit card, ACH or check) is rejected, we reserve the right to charge a processing fee of \$25 per incident.

Disputes.

Please refer to your General Terms at <https://webley.com/legal/customer>.

Our Rights To Restrict Or End Service Or This Agreement.

To maintain or improve the Webley After Hours service plan, to prevent fraud, or for other business reasons, we can restrict or modify your service without notice. **WE CAN RESTRICT OR END YOUR SERVICE OR THIS AGREEMENT WITHOUT NOTICE** if you: (a) pay late more than once in any 12 months; (b) incur charges larger than any required deposit (even if we haven't yet billed them); (c) exceed any credit limit; (d) make a false statement to us; (e) interfere with our customer service or other business operations; (f) become insolvent or go bankrupt; or (g) breach any part of this Agreement; (h) we can't verify your credit information; (i) we believe your service is being misused, resold or used by anyone for unlawful activity; (j) we believe your wireless equipment or telephone number has been stolen or tampered with; or (k) the use of your service adversely affects service to other customers.

If your Service Plan includes unlimited outbound messaging, your usage of this feature is expected to fall within the normal monthly range of outbound messages for similarly situated customers. If your usage patterns materially exceed this expectation, you are obligated to adjust your usage as we may request; and we may impose a surcharge to compensate us for abusive, excessive or other unusual usage as we determine up to, but not in excess of, the usage charges for such excess volume as are imposed under the Monthly Service Plan.