

3U TELECOM SERVICE AGREEMENT

This service agreement ("Service Agreement") represents a binding contractual relationship, and governs the relationship, between the customer ("Customer") and 3U TELECOM INC. ("3U Telecom"). Please read this Service Agreement in its entirety.

I. THE AGREEMENT

For purposes of this Service Agreement, "you" means the Customer, defined as either (1) the natural person identified in 3U Telecom's account records as having signed the service contract, or in case of a business account the company represented by the natural person who signed the service contract on its behalf; or (2) any other person with actual or apparent authority to represent that person or company or to use the Service(s). "Service" or "Services" means 3U Telecom's long distance telecommunications services you are enrolled in, use or pay for that 3U Telecom provided to you following a service agreement being signed between you and 3U Telecom.

This Service Agreement will only enter into effect once your application has been reviewed and accepted by 3U Telecom.

This Service Agreement pertains to your domestic (state to state and in-state long distance including local toll if selected by you) and international long distance services and charges, and will provide the specific Terms and Conditions for those Services.

BY APPLYING FOR, USING, OR PAYING FOR 3U TELECOM'S SERVICES, YOU AGREE TO 3U TELECOM'S CURRENT RATES WHICH ARE PUBLISHED ON 3U TELECOM'S WEBSITE ("the Website"), WHICH CAN BE ACCESSED AT WWW.3UTELECOM.COM, AND TO THE CHARGES, AND TERMS AND CONDITIONS IN THIS SERVICE AGREEMENT. IF YOU DO NOT AGREE TO THESE RATES, CHARGES, AND TERMS AND CONDITIONS, DO NOT USE THE SERVICES AND NOTIFY 3U TELECOM IMMEDIATELY AT 1-800-97 ASK 3U TO CANCEL YOUR APPLICATION AT NO CHARGE.

3U Telecom may change the terms of this Agreement at any time. Any increases to your Domestic or International rates will become effective only after 3U Telecom notifies you at least 15 days (or more if required by your State's Public Utilities Commission) in advance of such change by e-mail. Rate decreases need not to be notified to become effective. Changes to charges, or terms or conditions in the Agreement will be incorporated by reference into this Agreement. Changes to rates will be published on the Website.

The charges found in this Service Agreement are effective as of April 1st, 2004 and are subject to change. The most current rates can be found on the Website or can be inquired by calling 1-800-97 ASK 3U.

II. SERVICE(S)

The Service allows you to place calls from any location in the United States where 3U Telecom has access to local exchange access service. Access is available to you when you subscribe to a local exchange telephone company's end user common line service. To call within the U.S., you dial 1+area code+7 digit number. 3U Telecom also offers direct dialing

to international countries. To call internationally, you dial 011+country code+telephone number.

The Service also includes calls placed from anywhere in the U.S. and from certain overseas locations through a travel-card that can be provided by 3U Telecom at no charge.

The Service also includes calls placed from Customer's registered cellphones through 3U Telecom's network using an access number provided by 3U Telecom.

A. Computation of Charges

1. 3U Telecom charges no application fee, no monthly fee and no minimum usage requirements to use its Services.
2. All calls are billed in one-second billing increments, meaning that you pay for the exact duration of your call at 3U Telecom's then current per minute rate for the destination you called. There are no call setup fees or minimum call charges. This applies for both domestic and international calls. All calls are rounded to the next second for billing purposes.
2. Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up.
3. You will not be billed for uncompleted calls. Uncompleted calls are calls where you hang-up before the called station is answered, or where you get a busy signal.
4. 3U Telecom's current rates and prefix list, which is available on the Website, will be used for determining the destination of each call. For a given call, solely the destination defined in 3U Telecom's prefix list will be used to determine the rate to apply to the call, even if this destination does not reflect the current geographical location of the called station.

B. Promotional Offerings

1. 3U Telecom may, from time to time, make promotional offerings to enhance the marketing of its Services. These offerings may be limited to certain dates, times and locations.
2. Sign-up bonuses or promotions will be available only to new customers. Promotions including on-going benefits will be available to all Customers on request, but only if you are a Customer in good standing at the time such award or promotion is scheduled to be granted.
3. 3U Telecom reserves the right to amend or terminate promotions upon appropriate notice to you.
4. If you are eligible to receive free minutes of calling under any promotion(s), you will not be eligible to receive, during any 12-month period, a total amount of free minutes of calling in excess of 1,200 minutes.

5. If required by your state, 3U Telecom will notify your state public utility Commission of the rates, terms, conditions and time intervals applicable to each promotional offering.

C. Directory Assistance (Domestic)

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

Per-Call Charge: \$0.99

D. Paper bill

3U Telecom's low rates require that we provide your monthly bill online or by email. You can then print it out on paper if you need a paper bill. For a nominal fee, 3U Telecom can also mail you a printout of your bill on paper, either every month as part of your service plan, or on special request for a one-time fee.

Monthly paper bill: \$0.99 recurring per month
One-time paper bill: \$1.99 one-time per request

E. Taxes

1. You are responsible for payment of the Federal excise taxes and surcharges, state and local sales, use, and similar taxes which will be billed as separate line items on your monthly bill. Taxes and surcharges are not included in the quoted rates.
2. All Services billed to your location in any state that imposes a gross receipt or similar tax upon 3U Telecom with respect to such interstate and/or intrastate Services will be subject to a surcharge in the amount of such tax.

F. Universal Service Fund Assessment

In connection with the FCC's Universal Service Orders, 3U Telecom pays a percentage of its retail revenues on interstate usage to support the Universal Service Fund ("USF"). 3U Telecom passes-through the USF assessment to you, at the official rate defined quarterly by the FCC, by assessing a surcharge applicable to all interstate usage charges. This surcharge is in addition to standard usage charges in this Service Agreement and any applicable service charges and surcharges associated with 3U Telecom's Service. The current rate for the USF surcharge can be found at http://www.fcc.gov/wcb/universal_service/quarter.html.

G. Toll-free number service

On your request, 3U Telecom can assign you a toll-free number, or port a toll-free number that is assigned to you and currently held by another responsible organization, at no charge. Toll-free numbers can be setup to ring on any phone in the United States.

Incoming calls from within the United States including Hawaii are billed at the regular rate for an outgoing call of the same type (Example: an incoming intrastate call is billed at the outgoing intrastate rate for your state). Incoming calls from Alaska, Canada, Puerto Rico and the US Virgin Islands are billed at the regular rate for an outgoing call of the same type plus a surcharge of 15¢/min, 5¢/min, 10¢/min and 10¢/min, respectively. Those calls can be blocked upon request to customer service.

Incoming calls from outside the United States, Alaska, Hawaii, Puerto Rico, the US Virgin Islands and Canada are always blocked.

A monthly service charge of 99¢ per month is due on every active toll-free number residing in your account at the end of each billing period. Calls originating from public payphone or prisons are subject to a 65¢ surcharge per call, regardless of the duration of the call.

H. Calls placed with a travel-card

On your request, 3U Telecom can provide you with a travel-card that allows you to place calls from any phone in the United States and from certain overseas locations. Calls are placed by dialing an access number provided by 3U Telecom, then entering an authorization code followed by a PIN code. When a travel-card has been requested by Customer, Customer shall be liable for all calls placed from the card. If the authorization code or PIN code becomes compromised, Customer shall be liable for all calls placed until Customer notified 3U Telecom. Customer understands that the authorization code and PIN code for the travel-card have to be kept private, since anyone knowing this information may place calls on behalf of the Customer.

A list of current access numbers for the U.S. and certain overseas locations can be found on the Website, or by contacting customer service. Per minute surcharges will apply for calls initiated from certain overseas locations as listed on the Website.

When you dial the U.S. access number from a public payphone or prison, all calls are subject to a 65¢ surcharge per call, regardless of the duration of the call and regardless of whether the call was answered or not. Each separate call to the access number is subject to a separate surcharge. Calls to overseas access numbers may also be subject to payphone surcharges, as outlined on the Website.

I. Calls placed from pre-registered cellphones

On your request, 3U Telecom can pre-register cellphones to allow you to place international calls from those cellphones. Calls are placed by dialing an access number provided by 3U Telecom. When a cellphone has been registered by Customer, Customer shall be liable for all calls placed from the cellphone through 3U Telecom's network. If the cellphone is lost or stolen, Customer shall be liable for all calls placed until Customer notified 3U Telecom.

Per minute surcharges will apply for calls initiated from certain overseas locations as listed on the Website. Customer may also be liable for domestic airtime charges billed by your wireless carrier for calls to our access number, in addition to charged billed by 3U Telecom for completed calls.

III. USE OF SERVICE(S)

- A.** 3U Telecom's Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- B.** 3U Telecom's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services, subject to any limitations listed in this Service Agreement. 3U Telecom's Services shall not be used for any unlawful purposes.
- C.** The use of 3U Telecom's Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others, including the use of obscenity, profanity or lewdness, is prohibited.
- D.** The use of 3U Telecom's Services without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- E.** 3U Telecom does not transmit messages, but the Services may be used for that purpose.
- F.** 3U Telecom's services may be denied for nonpayment of charges or for other violations of this Service Agreement.
- G.** A Customer of 3U Telecom's 800 service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- H.** 3U Telecom shall not release a Customer's 800 number Responsible Organization until the Customer has paid for all charges due to 3U Telecom. The Customer remains responsible for and in any way arising from 3U Telecom's retention of the 800 number assigned to the Customer.
- I.** If in 3U Telecom's reasonable opinion a Customer of 3U Telecom's 800 service fails to provide sufficient answer supervision, 3U Telecom reserves the right to suspend service temporarily and/or deny requests for additional service. 3U Telecom shall provide 24 hours written notice of intent to suspend or deny service to such non-compliance.

J. LIMITATIONS ON SERVICE

1. Service is offered by 3U Telecom subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by 3U Telecom, connecting carriers, owners and operators of transmission capacity leased to 3U Telecom or the LEC.
2. 3U Telecom undertakes to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. 3U Telecom does not guarantee availability by any such date and shall not be liable for any delays in commencing services to any Customer.
3. The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process, credit card, travel card, debit card or code. All right, title and interests to such items remain, at all times, solely with 3U Telecom.

IV. 3U TELECOM LIABILITY

- A.** 3U Telecom reserves the right to discontinue furnishing services or cancel your account, without incurring any liability, immediately and without notice if 3U Telecom deems that such action is necessary to prevent or to protect against fraud or to otherwise protect 3U Telecom's personnel, agents, facilities, or services. Without limitation, 3U Telecom may take such actions if:
 1. Your service usage charges exceed established parameters based on your history of usage or on information provided in your application, which may indicate an unlikelihood of payment or possible fraud;
 2. You refuse to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to your creditworthiness, your status under federal and/or state low income programs, your past or current use of common carrier communications service, or your planned use of such service;
 3. You have been given timely notice (in writing, by phone or via email), in accordance with applicable state and federal law, by 3U Telecom of any past due amount (which remains unpaid, in whole or in part) for any of 3U Telecom's or an affiliated carrier's service to which you either subscribe or had subscribed or used;
 4. 3U Telecom receives notice from your local telephone company or your wireless carrier that the local telephone company cancelled your local exchange service or the wireless carrier cancelled your wireless line;
 5. You act, or fail to act, in a manner that hinders or frustrates any investigation by 3U Telecom or others having legal authority to investigate your legal obligations;

6. You either refuse to pay when billed for service or indicate to 3U Telecom or an entity billing on 3U Telecom's behalf that you do not intend to pay for service used by you;
 7. You use the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling);
 8. You use, or attempt to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
 9. Your telephone equipment fails to pass back to 3U Telecom the appropriate signal to start and stop billing for a call; or
 10. 3U Telecom has made available service to you and you have failed to place the available service into actual and substantial use during the 90-day period immediately following its availability, or, if during any service term, you have not actually and substantially used the available service for any consecutive 90-day period. As used in this paragraph, actual and substantial use will mean a pattern of use that discloses intent on your part to employ the service to transmit information of your choosing.
- B.** The discontinuance of service(s) by 3U Telecom pursuant to these provisions does not relieve you of any obligation to pay 3U Telecom for charges due and owing for service(s) furnished up to the time of discontinuance.
- C.** No agent or employee of any other carrier or entity, including the Underlying Carrier, shall be deemed to be an agent or employee of 3U Telecom.
- D.** 3U Telecom shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this Service Agreement, if caused by the Underlying Carrier, an act of God, fire, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, acts of terrorism, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions against 3U Telecom; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties including, but not limited to the DUC; and any law, order, regulation or other action of any governing authority or agency thereof, or due to any other causes beyond 3U Telecom's control.
- E.** 3U Telecom shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- F.** 3U Telecom shall not be liable for any indirect, special, incidental, or consequential damages under this Service Agreement including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with

the Service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing Service.

- G.** 3U Telecom's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of Service under this Service Agreement (or failing to furnish Service), including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this Service Agreement for the long distance call for the period during which the call was affected. No other liability in any event shall attach to 3U Telecom.
- H.** 3U Telecom shall not be liable for any claims for loss or damages involving any unlawful or unauthorized use of 3U Telecom's facilities and services.
- I.** 3U Telecom shall not be liable for any claims for loss or damages involving any breach in the privacy or security of communications transmitted over 3U Telecom's facilities.
- J.** 3U Telecom shall not be liable for any claims for loss or damages involving any intentional, wrongful act of a 3U Telecom employee when such act is not within the scope of the employee's responsibilities for 3U Telecom and/or is not authorized by 3U Telecom.
- K.** 3U Telecom shall not be liable for any claims for loss or damages involving any representations made by 3U Telecom employees, agents or contractors that do not comport, or that are inconsistent, with the provisions of this tariff.
- L.** 3U Telecom shall not be liable for any claims for loss or damages involving any incompleteness of calls due to network busy conditions
- M.** 3U Telecom assumes no responsibility for the availability or performance of any cable, satellite, terrestrial or microwave systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to Customer, even if 3U Telecom has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- N.** Any claim of whatever nature against 3U Telecom shall be deemed conclusively to have been waived unless presented in writing to 3U Telecom within thirty (30) days after the date of the occurrence that gave rise to the claim.
- O.** The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

V. CUSTOMER RESPONSIBILITY

- A.** You are responsible for placing any necessary orders and complying with the regulations set forth in this Service Agreement. You are also responsible for the payment of charges for Services provided under this Service Agreement.

- B.** You are responsible for notifying 3U Telecom immediately of any unauthorized use of Services, and remain liable for all charges accrued until such notification.
- C.** You shall ensure that your equipment and/or system is properly interfaced with 3U Telecom's facilities or Services, that the signals emitted into 3U Telecom's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this Service Agreement, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.
- D.** You must use the Services offered in this Service Agreement in a manner consistent with the terms of this Service Agreement, and the policies and regulations of all state, federal and local authorities having jurisdiction over the Service.
- E.** You are responsible for payment of all charges for Services furnished to you, as well as to all persons using your access codes, exchange lines, facilities, or equipment, with or without your knowledge or consent.

VI. PAYMENT AND BILLING

- A.** You will be billed directly by 3U TELECOM or by a designated billing subcontractor that you hereby allow to collect your due balance in 3U TELECOM's name.
- B.** 3U Telecom will render bills monthly or at another interval at its own discretion. 3U Telecom has the right to issue an earlier bill if your balance exceeds your monthly credit limit. Payment is due upon your receipt of your bill.
- C.** All bills are presumed accurate, and shall be binding on you unless objection is received by 3U Telecom in writing sent with registered mail within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by 3U Telecom in writing within such thirty (30) day period.

D. Credit Allowance

- 1.** Credit may be given for disputed calls, on a per call basis, so long as the procedures for disputes listed in Section VII (Billing Disputes) are followed.
- 2.** Credit shall not be issued for unavailability of domestic or international long distance Services.

E. Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

F. Administrative handling fee

An administrative handling fee of \$15 may be charged whenever your account requires the manual intervention of a billing manager, for example in case a charge made on your

credit card, or a direct debit made on your checking account, is rejected or charged back to 3U Telecom.

This fee will also apply if the amount charged back was currently under dispute as outlined in Section VII. If the state law where you receive the Services requires a different fee, we will charge you that amount.

H. Reconnection Charge

A reconnection fee of \$10 will be charged when Service is re-established for Customers that have been suspended or disconnected due to non-payment.

I. Restoration of Service

The use and restoration of Service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

J. Collection and Collection Costs

In the event 3U Telecom is required to initiate legal proceedings to collect any amounts due to 3U Telecom for regulated or non-regulated Services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this Service Agreement or applicable law, Customer shall, in addition to all amounts due, be liable to 3U Telecom for all reasonable costs incurred by 3U Telecom in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. Customer agrees that 3U Telecom may attempt to collect any amounts due using any valid payment method from Customer that 3U Telecom may have on file, including credit cards used in the past, or bank account information from checks sent to 3U Telecom, which information may be used for electronic presentment to the bank.

K. Validation of Credit

3U Telecom reserves the right to validate your credit worthiness. 3U Telecom, in its sole discretion, reserves the right to reject any customer or Applicant's request for service if it believes such Customer or Applicant presents an unacceptable credit risk.

1. Deposits

3U Telecom does not require a deposit from you.

2. Advance payments

For customers whom 3U Telecom feels an advance payment is necessary, 3U Telecom reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

VII. BILLING DISPUTES

- A. If you have an inquiry or complaint regarding Service or accounting, you may write to 3U Telecom at 2654 W. Horizon Ridge Parkway, Suite B5-143, Henderson, NV 89052 or telephone 1-800-97 ASK 3U.
- B. Any objection to billed charges should be reported promptly to 3U Telecom by registered mail. Please refer to Section VI (Payment and Billing).
- C. Adjustments to your bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.
- D. Where over billing to you occurs, due either to 3U Telecom or your error, no liability exists which will require 3U Telecom to pay any interest, dividend or other compensation on the amount over billed.
- E. In the case of a billing dispute between you and 3U Telecom for service furnished to you, which cannot be settled with mutual satisfaction, you can take the following course of action within thirty (30) days of the billing date:
 - 1. First, you may request, and 3U Telecom will provide, an in-depth review of the disputed amount. However, the undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
 - 2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of 3U Telecom, you may file an appropriate complaint with your State's Public Service Commission. The Commission's address is available on request at 1-800-97 ASK 3U

VIII. CANCELLATION OF SERVICE

A. The Customer

- 1. You will continue to use the Service until you notify your local exchange carrier and change your long distance carrier. Until you so notify your local exchange carrier, you shall be bound by this Service Agreement and continue to be responsible for all charges.
If you only use the Service from registered cellphone(s) or a travel-card, you may stop using the service at any time by stopping to dial the access number.

B. 3U Telecom

- 1. Without incurring liability, upon proper written notice to you, and notwithstanding Section IV (3U Telecom Liability), 3U Telecom may immediately suspend or discontinue Services to you or may withhold the provision of ordered or contracted Services:
 - a. For nonpayment of any sum due 3U Telecom for more than thirty (30) days after issuance of the bill for the amount due,

- b.** For violation of any of the provisions of this Service Agreement,
 - c.** For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over 3U Telecom's Services, or
 - d.** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting 3U Telecom from furnishing its Services.
- 2.** Without incurring liability, 3U Telecom may interrupt the provision of Services at any time in order to perform tests and inspections to assure compliance with this Service Agreement and the proper installation and operation of your and 3U Telecom's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 3.** 3U Telecom may discontinue Service without notice to you, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain authorization codes, when 3U Telecom deems it necessary to take such action to prevent unlawful use of its Service or fraud or abuse of facilities or change in rule or regulation by any governmental or quasi-governmental body or agency. 3U Telecom will restore Service as soon as it can be provided without undue risk, and will, upon request by you affected or on its own initiative, assign a new authorization code to replace the one that has been deactivated.

IX. MISCELLANEOUS PROVISIONS

- A.** This Service Agreement together with the current rates published on the Website, constitute the entire agreement between you and 3U Telecom, and supersedes any and all prior agreements, whether written or oral, concerning the Service(s).
- B.** This Service Agreement may only be modified by 3U Telecom.
- C.** Customer may not assign this Service Agreement. 3U Telecom, in its sole discretion may assign this Service Agreement.
- D.** No waiver of any of the terms contained in the Service Agreement is valid unless in writing and signed by an authorized representative of 3U Telecom.
- E.** The headings used in this agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any other terms.
- F.** If any part of this Service Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be ineffective only to the extent of such invalidity or unenforceability, and will have no effect on the remaining provisions of this Service Agreement.
- G.** This Agreement is governed by and construed in accordance with the laws of the State of Nevada and applicable federal law, without regard to choice of law principles.

H. Any action or lawsuit relating to the terms of this Service Agreement or any action or lawsuit relating to the services provided by 3U Telecom to Customer must be brought in the applicable federal or state court located in Clark County, Nevada.