

PINLESS / GLOBAL FORWARDING / UNLIMITED CALLING SERVICES DISCLAIMER

Use of this website is expressly conditioned on your acceptance of all terms and conditions stated herein and any other place on this web site. DO NOT USE THIS WEBSITE if you do not accept all the terms and conditions stated herein and at other places (including Frequently Asked Questions, and "Detail" section of the respective prepaid phone card) on this website.

It is a federal AND state offense to purchase any product or service by fraudulent means. Products and/or services purchased on this web site shall not be used for any unlawful purpose. 1010Talk does not warrant that the service is completely error or interruption free nor does 1010Talk warrant any connection to or any transmission over the Internet. 1010Talk makes no representation or warranty express or implied including but not limited to any warranty of merchantability or fitness for a particular purpose or as to the quality of the call. In no event will 1010Talk be liable for any indirect, special, incidental or consequential losses or damages arising in any manner from the use of any products sold on this web site.

1. Higher rates will apply for calls completed to international cellular phones.
2. An additional fee of 99¢ will be deducted for every call placed from a payphone.
3. You can call from your Cell phone with no extra charges from 1010Talk. Make sure you don't press SEND/TALK (Green) button after entering the destination number and Pound Key (#). If you have a limited minute's package on your Cell phone from your Wireless Company, you may get billed from your Wireless company if you went over your plan minutes, and 1010Talk will not be responsible for that. **We also recommend that when you want to make international calls from your cell phone that you follow these instructions:**
 - a. **Dial the local or toll free access number of your choice**
 - b. **If your number (ANI) is not registered please enter your account number**
 - c. **For calls to U.S., Canada and the Caribbean please dial 1 + Area code + Phone number.**
 - d. **For International calls please dial 00+ country code + city code + telephone number.**
4. Customer is solely responsible of using the Access numbers. There will be extra charges for using toll free Access numbers. Carrier will not be responsible for any charges levied by the customers current local or long distance telephone company.
5. All the rates on the website are calculated on the Highest Denomination of the Calling Plans.
6. Call details provided by customer service of the carrier about the usage of a prepaid phone are final and will be considered authentic record/proof about the usage of the plan.
7. All sales are final. Pins number, once issued/revealed are non refundable, non transferable and non exchangeable. Pin numbers have no cash value.
8. Calling details for certain plan will be available online. Calls details will only be available for last 30 days.
9. Calling rates, billing increments, fees, taxes, and other charges are subject to change any time, without any further notice. 1010Talk will not be responsible or liable for any change in calling

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rates, billing increments, fees, taxes, and other charges. In addition the Promotional duration could change any time without any prior notice.

10. 1010Talk does not guarantee call quality or connectivity, and will not be responsible or liable for reimbursement of lost minutes or reduction in the stored value of any prepaid card. Connection to a wrong number is a valid call.
11. Service outages extending over few hours to a couple of days may occur. 1010Talk will not be liable for such outages, and customers shall have no right to any refund, credit, compensation or damages from 1010Talk because of service outage or any other situation arising out of service outage.
12. Customers will be provided with customer service number (or email address) of the card issuer, along with the phone card pins at the time of issue of pins. Customer has to contact the respective customer service for all issues relating to a specific phone card.
13. Customers may contact 1010Talk customer service, if the card issuer's customer service has not addressed the problem within Terms and Conditions of sale of www.1010talk.com. Customer service from 1010Talk is available only through electronic mail from our "Support" or "Contact Us" tabs located on www.1010talk.com home page. Customer service from 1010Talk will be available when the website (www.1010talk.com) is not live due to any technical reasons. 1010Talk will not be liable for any credits, refunds, compensation or damages to customers due to non-availability of customer service during such period, which can extend up to two weeks.
14. Unless other specified, all rates apply to calls originating from United States of America (48 contiguous states).
15. Per call connection fee may be applicable on certain Calling Plans.
16. Monthly, bi-monthly, weekly or other maintenance fees & taxes may apply on certain Calling Plans. Fair use policy applies for all "monthly subscription" and "unlimited" calling plans. For more information please contact customer service representative. Service is based for Residential usage.
17. 1010Talk reserves the right to issue store (website) credit in lieu of credit on credit/debit card of the customer.
18. Up to 45¢ can be charged per transaction for American Express Credit Card.
19. There is a \$ 2.00 fee to cancel a transaction before issue of pins. Transaction cannot be cancelled after issue of pins.
20. Money Back Guarantee: 1010Talk will refund back the remaining(un-used) balance in customer's account if he/she is not satisfied with our service. Any Balance that is 1 months or older will not be refunded.
21. No Refunds: 1010Talk shall not be obligated to provide any refunds for unauthorized use or deficiency in the quality or availability of telecommunications services. Buyer assumes all risks

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immediately upon purchase of the plan. Prepaid plans once sold are non-refundable and have no surrender value.

22. Bankruptcy by Carrier: 1010Talk will not be liable or responsible to reimburse for loss of minutes or loss of value in prepaid phone plans if the telecommunications carrier or distributor of the prepaid phone plan declares bankruptcy.
23. Security Issues: This site has security measures (SSL) in place to protect the loss, misuse and alteration of the information under our control. 1010Talk however shall not be responsible for the security of your data or for fraudulent use of credit card to make purchases on this web site nor shall 1010Talk be obligated to make refunds or to provide any compensation where such fraudulent use occurs. 1010Talk will actively cooperate with law enforcement authorities in prosecuting any one who uses this web site or products/services sold over this web site for unlawful use.
24. WARRANTY: 1010Talk MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER BY FACT OR BY OPERATION OF LAW, IN CONTRACT OR TORT, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR REGARDING THIS WEB SITE, THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PRESENTED IN THIS WEB SITE, OR ANY PRODUCT OR SERVICE SOLD OR PURCHASED THROUGH THIS WEB SITE. 1010Talk controls this site. 1010Talk reserves the right to make changes, as and when it deems necessary or appropriate, in any of the terms and conditions or any other information provided on this site.
25. Residential/ Non-Business Use: If you have subscribed to 1010Talk services, the Service is provided to you as a single usage user residential plan, for your own personal, residential, non-business use. This means that you agree not to use, and may not use, the Service for any commercial activities, governmental activities, profit-making activities, and/or non-profit activities, including but not limited to home office, business, sales, telecommuting, telemarketing, autodialing, continuous or extensive call forwarding, call relaying, fax broadcast, fax blasting and any other activity that would be inconsistent with normal residential usage patterns. This also means that you agree not to, and may not, sell, resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service, without prior express written permission from 1010Talk and/or You may not use the Service for auto-dialing, call center activities, continuous or extensive call forwarding, call relaying, telemarketing, fax broadcasting or fax blasting. You agree that if 1010Talk determines in its sole discretion that you have used the Service, and/or anyone else has used the Service for any activities and purposes prohibited by this section, or in any other manner prohibited by this Agreement, then, in addition to and without prejudicing or waiving any other remedies that it is entitled to, 1010Talk, (1) suspend and or

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terminate any and all services to customer and (2) may retroactively charge you \$.10 per minute for all US, Canada and Puerto Rico calls and \$.50 or more per minute for all other international calls made since the activation of your account. Violations regarding International calls will likewise be retroactively billed at the then current published rates. You agree that any payment made to 1010Talk pursuant to this section is made as liquidated damages and not as a penalty, because it would be difficult if not impossible to ascertain damages. In the event that 1010Talk has to take legal action to enforce the provisions of this section, the prevailing party shall be entitled to its reasonable expenses, including attorney's fees, regardless of whether in-house or outside counsel is employed. Fair use policy applies for all plans.

- **Contacting the Web Site:** If you have any questions about this web site, you may contact:
- Email: Support@1010talk.com