

Terms and Conditions

I. THE AGREEMENT

These Terms and Conditions constitute the agreement (the "Agreement") between United Group USA Corp. (U.S.), ("Evoxclub USA") (U.S.), (us or we) and the user ("you," "your," "user" or "Customer") of United Group USA Corp. (U.S.)'s residential and small business Voice over Internet Protocol ("VoIP") communications services and any related products or services ("Service"). For purposes of the Agreement, "you" means the customer, defined as either (i) the person identified in United Group USA Corp. (U.S.)'s account records as responsible for payment of all charges; or (ii) any other person with actual or apparent authority to represent that person or to use the Service(s) provided such authority is adequately documented as determined in United Group USA Corp.(U.S.)'s discretion.

BY ENROLLING IN, USING, OR PAYING FOR THE UNITED GROUP USA CORP.(U.S.) SERVICES, YOU AGREE TO THE PRICES,CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE PRICES, CHARGES, TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING United Group USA Corp.(U.S.) AT 1-954-635-5555 FOR FURTHER DIRECTIONS.

The Agreement governs the Service and any devices, such as the Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understand, and you agree to, the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms.

United Group USA Corp.(U.S.) may change the Terms and Conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted at www.evoxclubusa.com. The Agreement posted supersedes all previously agreed to electronic and written Terms and Conditions.

The rates and charges for the Service are available at www.evoxclub.net and are subject to change. For your most current rates and charges, the most current version of the Agreement, or if you have questions about your Services, please visit our website at www.evoxclub.net (see Terms & Conditions link), send an email to admin@evoxclub.net, or call United Group USA Corp. (U.S.)'s Customer Care Department at 1-954-635-5555 .

II. EMERGENCY CALLING SERVICE & E911 SERVICE

This service is not offered to our customer, because the service is exclusive to make long distance calls.

III. SERVICE

A. Term

Service is offered on a monthly basis for a term that begins on the first day of United Group USA Corp.(U.S.)'s next billing cycle after United Group USA Corp (U.S.) activates your account (the "Activation Date") and ends on the last day of your billing cycle. The Activation Date will begin approximately three days after you sign-up for the Service. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give UUnited Group USA Corp. (U.S.) notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given. All notices must be given by calling United Group USA Corp.(U.S.)'s Customer Care Department at 1-954-635-5555 or in writing to: United Group USA Corp.,7378 W ATLANTIC BLVD, 254 MARGATE FL 33063. You are purchasing the Service for full monthly terms, meaning that if you terminate Service before the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, plus any applicable disconnect fee (as described below), all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

B. Disconnect Fee

If Customer cancels the Service for any reason or for convenience within twelve (12) months of the Activation Date, Customer will be charged a disconnect fee of \$49.99 per account (the "Disconnect Fee"). The Disconnect Fee becomes due and payable immediately and will be billed directly to Customer's credit

card. If Customer has multiple accounts, Customer will be charged the Disconnect Fee of \$49.99 per account for each account cancelled. A Disconnect Fee shall not be charged to customers who purchase United Group USA Corp.(U.S.) approved Equipment from a retailer. If the equipment bears a sticker indicating that it is a rental, it must be returned to:

United Group USA Corp.Corp. at 7378 W ATLANTIC BLVD, 254

MARGATE FL 33063 or additional equipment replacement charges will be applied.

C. Money Back Guarantee

United Group USA Corp.(U.S.) offers a 30-day money-back guarantee. Under terms of the Money Back Guarantee, United Group USA Corp.(U.S.) refunds the activation fee, first month of Service and waives the Disconnect Fee. Shipping charges are not refundable under any circumstance. United Group USA Corp.(U.S.) reserves the right to terminate or revoke the Money Back Guarantee at any time, without prior notice.

To qualify for the Money Back Guarantee, Customer must cancel Service through United Group USA Corp.(U.S.)'s Customer Care Department as referenced in paragraph "A" of this section within thirty (30) days of the Activation Date. Equipment must be returned to United Group USA Corp.(U.S.) and postmarked within fourteen (14) days thereafter. Usage must not exceed 500 minutes within the first thirty (30) days of Service. Customer is responsible for any charges for overage, international traffic outside of the plan or directory assistance. Cancellation may take up to two (2) business days. Any usage after contacting United Group USA Corp.

(U.S.) is Customer's responsibility. Accounts exceeding 500 minutes of usage are not eligible for refund. Customer may not port away a new phone number (or "DID") if Customer cancels within thirty (30) days.

All returned Equipment must be in the original packaging with the UPC or bar code intact, and postmarked within fourteen (14) days of cancellation. All components, manuals and registration card(s) must be included and equipment must be in good condition, as determined by United Group USA Corp. (U.S.). Customer is responsible for return shipping of Equipment. The Money Back Guarantee will not be honored if Customer fails to meet all requirements presented above.

Customers who purchase United Group USA Corp.(U.S.) approved Equipment from a retailer will not be charged an activation fee or Disconnect Fee. Customers who purchase United Group USA Corp.(U.S.) approved Equipment from a retailer should not return said Equipment to United Group USA Corp. (U.S.) when canceling Service and shall receive the Money Back Guarantee, upon meeting all other terms listed above.

D. The United Group USA Corp.(U.S.) Affiliate Program.

The United Group USA Corp.(U.S.) Affiliate program is intended for use by United Group USA Corp. (U.S.) Service customers to introduce their family and friends to the United Group USA Corp.

(U.S.) Service. By referring individuals or businesses and/or accepting the Distributor Compensation(s) described below, you agree to the following conditions. After the person(s) or business(es) you refer subscribes to the Service and enters your correct user at sign up or no later than three days (72 hours) after sign up by contacting United Group USA Corp. (U.S.) at www.evoclubusa.com, you will receive a commission on each monthly invoice thereafter that the referred customer remains in good standing. You will also receive a 10% monthly, more information on the business presentation.

E. Residential Use of Service and Device

If you have subscribed to United Group USA Corp. (U.S.)'s residential Services, the Service and Device are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit, including but not limited to home office, business, sales, telecommuting, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service or the Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from United Group USA Corp. (U.S.) in advance. You may not tamper with Device or use the Service for multi-line configurations or use it to keep a line open without speaking for extended periods. United Group USA Corp.(U.S.) reserves the right to immediately terminate or modify the Service, if United Group USA Corp. (U.S.) determines, in its sole discretion, that Customer's Service is being used for non-residential or commercial use or the usage patterns are or were inconsistent with normal residential usage patterns which means using more than six times the average monthly usage of a United Group USA Corp. (U.S.) residential customer; i.e. usage exceeding 2500 minutes per month. Additionally,

you agree that your use of the Service and/or Device, or the use of the Service and/or Device provided to you by any other person for any commercial or governmental purpose or in a manner inconsistent with normal residential usage patterns will obligate you to pay United Group USA Corp. (U.S.)'s higher rates for commercial Service on account of all periods, including past periods, in which you use, or used, the Service for commercial or governmental purposes. United Group USA Corp. (U.S.) will enforce the restrictions presented in this paragraph to ensure that United Group USA Corp. (U.S.) can manage its network in an efficient manner, meet reasonable Service expectations, and furnish Service to existing and future customers based on forecasted customer requirements.

F. Business Use of Service and Device

If you have subscribed to United Group USA Corp.(U.S.)'s Business Plan, the Service and Device are provided to you as a business user. This means that you are not to resell or transfer the Service or Device to any other person for any purpose. You agree that the United Group USA Corp.(U.S.) Business Plan does not confer the right to use the Service for auto-dialing, continuous or extensive call forwarding, fax or voicemail broadcasting or fax or voicemail blasting. You may not tamper with Device or use the Service for multi-line configurations. United Group USA Corp.(U.S.) reserves the right to immediately terminate, modify or upgrade the Service, if United Group USA Corp (U.S.) determines, in its sole discretion, that Customer's Service has been, or is being, used for any of these activities or similar activities. If you have a residential plan and are using the Services for business purposes United Group USA Corp (U.S.) reserves the right to cancel your Service and you are obligated to pay United Group USA Corp. (U.S.)'s higher rates for commercial Service on account of all periods, including past periods, in which you use, or used, the Service for commercial or governmental purposes. United Group USA Corp.(U.S.) will enforce the restrictions presented in this paragraph to ensure that United Group USA Corp.(U.S.) can manage its network in an efficient manner, meet reasonable Service expectations, and furnish Service to existing and future customers based on forecasted customer requirements.

G. Notice of Rate Changes

United Group USA Corp.(U.S.) may change the prices and charges for the Services from time to time and such changes will be effective immediately. Changes to rates, charges, or terms or conditions in the Agreement will be published at www.evovclubusa.com (U.S.).com and will be incorporated by reference into this Agreement.

H. Calls to International Mobile Telephones; International Special Services Calls

United Group USA Corp.(U.S.)'s advertised rates for international calls are generally the rates charged for calls to landline telephones. Some calls to international mobile telephones, or to international telephone numbers considered to be special services calls, are charged a different (usually higher) rate than calls to landline telephones.

I. Timing of Calls

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom United Group USA Corp.(U.S.) must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge United Group USA Corp.(U.S.) for a completed call. In these situations, United Group USA Corp.(U.S.) has no control or may have ability to determine connectivity and will charge for the call as if it were answered by the called party.

J. Use of Service and Device by Customers Outside the United States

United Group USA Corp. (U.S.) offers products in the U.S. and Canada only. If you remove the Device to a country other than the United States and use the Service from there, you do so at your own risk that such activity violates local laws in the country where you do so. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you. United Group USA Corp.(U.S.) reserves the right to cancel or suspend the Service if it is determined that the Service is being used in an illegal or immoral manner.

K. Loss of Service Due to Power Failure

The Service does not function without power. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure Equipment before using the Service. Power disruptions or failures will also prevent dialing to

emergency service numbers including the Emergency Calling Service calling feature.

L. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on United Group USA Corp.(U.S.)'s website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of United Group USA Corp.(U.S.) are and shall remain the exclusive property of United Group USA Corp (U.S.) and nothing in this Agreement shall grant you the right to license or to use such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by United Group USA Corp. (U.S.), which United Group USA Corp. (U.S.) reserves the right to prohibit in particular cases or generally, you promise that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless United Group USA Corp. (U.S.) against any and all liability arising out of your use of such interface device with the Service.

M. Tampering with the Device

You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from United Group USA Corp. (U.S.). United Group USA Corp. (U.S.) reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus any applicable Disconnect Fee, and equipment replacement costs all of which immediately become due and payable.

N. Theft of Service

You agree to notify United Group USA Corp.(U.S.) immediately, in writing, by electronic mail or by calling the United Group USA Corp. (U.S.) customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or used fraudulently. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service. Notwithstanding anything herein to the contrary, credits will not be issued for charges resulting from fraud that arises out of third parties hacking into the Equipment, other equipment used by you or the internet. This includes, but is not limited to, modem hijacking, wireless hijacking or other fraud.

P. Service Distinctions

You acknowledge and understand that the Service is not a telephone service. Important distinctions exist between telephone service and the enhanced Service offering provided by United Group USA Corp.(U.S.). The Service currently is subject to different regulatory treatment than phone service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

S. Collect Call and Operator Services

United Group USA Corp.(U.S.) does not offer collect call or operator services via this Service.

T. International DIDs or phone numbers

Customers that have international (non-United States) direct inward dial phone numbers ("DIDs") are provided with these numbers based on current United States and overseas regulations. These regulations are subject to change without notice and United Group USA Corp.(U.S.) may be required to discontinue this Service, without notice. United Group USA Corp.(U.S.) reserves the right to discontinue International DID services for any reason at any time and is only obligated to refund the pro-rated monthly fee.

S. International Services

1. Foreign Carrier Restrictions. Foreign carriers or regulatory agencies may impose, upon the portion of

the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit your ability use the United Group USA Corp (U.S.) Services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

2. Carrier Acts or Omissions.

a. When other U.S. or foreign carriers and foreign telecommunications administrations use facilities to establish connections to points not reached by United Group USA Corp. (U.S.)'s network, United Group USA Corp.(U.S.) is not liable for acts or omissions of other carriers or foreign telecommunications administrations.

b. International calls are priced on the basis of the country and city codes dialed by you. When the facilities of other U.S. or foreign carriers are used in establishing connections to points not reached by United Group USA Corp. (U.S.)'s network, United Group USA Corp. (U.S.) is not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

T. Surcharges

In addition to surcharges that may be found in the applicable Calling Plan, United Group USA Corp.(U.S.) may adjust its rates and charges or impose additional rates and charges to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs ("Governmental Charges").

U. Taxes

1. All taxes, tax-like charges, and tax-related surcharges are referred to collectively as "Tax(es)." United Group USA Corp.(U.S.) may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction.

2. You agree to pay all Taxes imposed. United Group USA Corp. (U.S.) has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, United Group USA Corp. (U.S.), in its sole discretion, will either reduce Service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the amounts collected were retained by United Group USA Corp. (U.S.) or if they were delivered to the jurisdiction and returned to United Group USA Corp. (U.S.), or it will negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction.

3. If you provide United Group USA Corp.(U.S.) with a duly authorized tax exemption certificate, United Group USA Corp.(U.S.) will exempt you in accordance with law, effective on the date United Group USA Corp.(U.S.) receives the certificate.

IV. RESTRICTIONS ON THE USE OF SERVICE

A. United Group USA Corp.(U.S.) offers its Services subject to availability of facilities, limitations of service offerings, and the provisions of this Agreement.

B. Services provided by United Group USA Corp.(U.S.) under the Agreement will not be used: (1) for any unlawful purpose; (2) for making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audiotext services; (3) for international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision; (4) for business usage under a residential Service plan or (5) call forwarding to international destinations.

C. United Group USA Corp. (U.S.) may (1) deny, for any lawful reason, your request for Service, or (2) limit or allocate the facilities available to or used by any Service, if necessary, to manage its network in an efficient manner, meet reasonable Service expectations, furnish Service to existing and future customers based on forecasted customer requirements, or for any other lawful reason.

D. United Group USA Corp. (U.S.) may, without notice (consistent with governing laws or regulations), block

traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever United Group USA Corp.(U.S.) deems it necessary to take such action to prevent (1) the unlawful use of Service; (2) nonpayment for Service; (3) the use of Service in violation of this Agreement; or (4) network blockage or the degradation of Service furnished to you or other customers.

V. PAYMENT OBLIGATIONS

A. You must provide United Group USA Corp. (U.S.) with a valid credit card number when the Service is activated. If the credit card expires, you close your credit card account or your billing address changes, or the credit card is cancelled and replaced because of loss or theft, you must advise United Group USA Corp. (U.S.) immediately by calling us at 1-954-635-5555 , or visiting our website and entering your new credit card information. United Group USA Corp.(U.S.) will charge your credit card on a monthly basis, in advance, for activation fees and monthly Service fees, advanced feature charges, Equipment purchases and shipping, handling charges and other charges described in this Agreement or the website. Any charges not included in your rate plan and any additional usage charges are billed after each billing period. If United Group USA Corp.(U.S.) changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

B. United Group USA Corp.(U.S.) may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with United Group USA Corp. (U.S.) is declined or reversed, your credit card expires and you have not provided United Group USA Corp. (U.S.) with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you fully liable to United Group USA Corp. (U.S.) for all charges accrued before termination and for all costs incurred by United Group USA Corp. (U.S.) in collecting such amounts, such as (but not limited to) collection costs and attorney's fees. If a charge to your credit card is denied, United Group USA Corp. (U.S.) may charge you a nominal fee for each failed attempt to process the credit card transaction that is attributable to you having exceeded your credit limit or not having updated your credit card information in a timely manner.

C. You are responsible for payment of all charges for Services furnished to you and anyone authorized by you to use your Service. This responsibility is not changed by virtue of any use, misuse, or abuse of your Service undertaken or caused by third parties.

D. If you select a "LEASE" option for equipment, the fee will be added to your monthly charge for as long as you are in possession of the equipment concerned. The fee is not refundable and will only be removed if the equipment is returned in working order or if you purchase the equipment for the regular retail price as published at the time you decide to make the purchase. If the equipment is not returned in working order, you will be liable for the retail price of the equipment as last published. Leased equipment will be replaced if defective, but you will be liable for replacement cost at last published price if equipment is damaged while in your possession.

E. If you wish to return purchased equipment to IDCC after it has been in use for over 30 days, IDCC reserves the right to not accept the equipment. If IDCC does agree to accept the equipment, it will be subject to a restocking fee of not less than 20% of the purchase price.

F. You must promptly notify United Group USA Corp.(U.S.) of any change in your invoicing address or, if applicable, in the credit card or bank account used for payment. You should notify the United Group USA Corp. (U.S.) Customer Care Department by e-mailing United Group USA Corp. (U.S.) at the following address: support@evoxclub.net.

G. United Group USA Corp.(U.S.) will charge Customer for Services on a monthly basis in advance and all payments are due immediately (the "Due Date"). United Group USA Corp. (U.S.) reserves the right to charge a late fee of \$25 per month if the charges are not paid in a timely manner in addition to reconnection, early termination, and/or equipment related fees. If the law of the state or province where you have registered your location requires a lower amount, we will apply that amount.

H. If the amount you owe United Group USA Corp.(U.S.) for out of plan usage exceeds \$80, United Group USA Corp.(U.S.) may charge your credit or debit card more frequently than once per month.

I. If United Group USA Corp. (U.S.) hires a collection agency to collect, or attempt to collect, any charges owed United Group USA Corp. (U.S.), you will be liable to United Group USA Corp. (U.S.) for an additional payment equal to the collection charges owed, where permitted by applicable law. United Group USA Corp. (U.S.) incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed United Group USA Corp. (U.S.) other than by hiring a collection agency, you will be liable to United Group USA Corp. (U.S.) for the payment of all such fees and expenses reasonably incurred.

J. If billing systems or other support is not available for a Service, feature, surcharge, tax or other charge element at the time of Service provision, United Group USA Corp.(U.S.) will bill for that Service, feature, surcharge, or other charge element as soon as it is capable of doing so and you agree to pay for such items.

K. No Credit Allowances for Interruption of Service. You acknowledge and agree that the Service is provided "as is." Credit allowances for interruption of Service, including international calling services, will not be provided.

L. If you dispute any charges, you must notify us in writing at dispute@evoxclub.net or at the address below within 10 days of receiving your credit or debit card statement. If you do not notify us in writing in a timely manner, you agree to waive any right to contest such charges.

United Group USA Corp. (U.S.)
7378 W ATLANTIC BLVD, 254
MARGATE FL USA 33063
Attention: Customer Care Department

VI. CANCELLATION OR SUSPENSION OF SERVICE

A. By the Customer

1. If you cancel your Service after the thirty (30) day Money-Back Guarantee period, described in section III(C) above, you will be charged a Disconnect Fee, pursuant to Section III(B) above if you originally signed up for a contract plan.
2. If you cancel your Service with United Group USA Corp. (U.S.), you must return the Device or Equipment at your cost.
3. Cancellation may take..