

# Net2Phone Corporate Calling Card Order Form

## To place an order, just follow these steps:

- 1) Complete the order form below. If you have any questions, contact us at (973) 438-3330.
- 2) Sign the form where appropriate and fax to: **(614) 219-5062**
- 3) If you are paying by credit card, please also fax photocopies of the front and back of the card.

If you plan to pay by check, wire transfer, or Western Union Quick Pay, go to <http://web.net2phone.com/products/business/corpcard/payment.asp> for important payment information.

## Credit Card Billing Information

Please provide your name and address as they appear on your credit card statement.

Company Name: \_\_\_\_\_  
First Name: \_\_\_\_\_  
Last Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Province: \_\_\_\_\_  
ZIP/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

## Program Options (choose one)

- Consolidated**  
For those who plan on having fewer than 75 users of the Net2Phone Corporate Calling Card
- Use one credit card for all users
  - All funds available to all users
  - Auto-recharge available on the main account
  - Online call detail of each user and the main account
- Auto-Recharge:**  
When my account balance reaches \$\_\_\_\_\_, recharge my account back up to \$\_\_\_\_\_.
- Separate**  
For those who plan on having fewer than 15 users of the Net2Phone Corporate Calling Card
- Use one credit card for all users
  - Each user has a separate balance
  - Auto-recharge available per user only
  - Online call detail of each user and the main account
- Auto-Recharge:**  
When my account balance reaches \$\_\_\_\_\_, recharge my account back up to \$\_\_\_\_\_.
- Managed**  
For those who plan on having more than 75 users of the Net2Phone Corporate Calling Card and want to manage the individual accounts
- Each user has a separate balance
  - Recharge handled by the administrator (no auto-recharge option)
  - Real time web interface allows your administrator to transfer funds between accounts, change PINs, monitor activity, and view all billing details for all accounts

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## Payment Options

### What payment method will you use?

Credit Card    Wire Transfer    Western Union Quick Pay    Check

If you plan to pay by wire transfer, Quick Pay, or check, go to <http://web.net2phone.com/products/business/corpcard/payment.asp> for important payment information.

### How much will you prepay in the initial account?

\$500    \$1000    \$1500    \$2000    \$3000    \$4000    \$5000  
 Other Amount: \$ \_\_\_\_\_

How many accounts do you need? \_\_\_\_\_

## Credit Card Payment Form

Card Type:    MasterCard    Visa    American Express    Discover

Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Card Validation Code\*: \_\_\_\_\_

Issuing Bank\*\*: \_\_\_\_\_

\* For Visa/MasterCard, the 3-digit, non-embossed number printed on the signature panel on the back of the card immediately following the credit card account number.

For American Express, the 4-digit, non-embossed number printed above your account number on the front of the card.

\*\* Name of Issuing Bank is required for Visa and MasterCard only.

## **Sign below to authorize this charge and to confirm that you have read, understand and agree to these credit card terms and conditions:**

Purchaser agrees to pay all charges related to the services in immediately available US funds charged to purchaser's AMEX, MasterCard, Visa, or Discover credit card. Purchaser agrees that all charges arising from this agreement are non-refundable. This Authorization shall remain in effect until Net2Phone receives written notification to cancel this authorization. Purchaser agrees to pay all charges related to the services, including but not limited to the use or misuse by an unauthorized third party, or any error, accidental use, or loss.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **NET2PHONE TERMS AND CONDITIONS**

**No Warranties.** ALL PRODUCTS AND SERVICES PROVIDED BY NET2PHONE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL SUCH WARRANTIES BEING EXPRESSLY EXCLUDED AND DISCLAIMED. In no event will Net2Phone be liable to the Company, any of its employees, agents or representatives or potential employees, agents or representatives or other third party for any direct, indirect, special, incidental or consequential losses or damages arising in any manner from this Agreement and the performance or non-performance of obligations hereunder. While Net2Phone attempts to provide good Internet telephony call quality, results may vary based on the quality of the Internet connection for which Net2Phone is not responsible. Net2Phone does not warrant that the services provided by Net2Phone are completely error free or will operate without packet loss or interruption nor does Net2Phone warrant any connection to or any transmission over the Internet. Net2Phone shall not be liable to the Company, any of its current or future employees, agents or representatives or any third party in the event any employee, agent or representative of the Company delays or fails to pay the Company for any reason.

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**Confidentiality.** The Company agrees and understands that it shall be prohibited from disclosing any confidential and/or proprietary information of Net2Phone including but not limited to the terms and conditions of this Agreement, to any third party, nor will the Company issue a press release and/or otherwise disclose the existence of this Agreement to the media or general public, without the express written consent of Net2Phone. The Company acknowledges that breach of this provision by it would result in irreparable harm to Net2Phone, for which money damages would be an insufficient remedy, and therefore the Company shall be entitled to seek injunctive relief or other appropriate relief to enforce this provision.

**Indemnification.** The Company (the "Indemnifying Party") hereby agrees to indemnify and hold Net2Phone and its affiliates, employees, agents, representatives and officers of Net2Phone and its affiliates ("Indemnified Parties") harmless from any and all liabilities, cost, damages and expenses, including reasonable outside attorneys' fees and collection thereof, which the Indemnified Parties may suffer or incur by reason of: (a) the Indemnifying Party's breach of any of its obligations and agreements hereunder due to any claim against the Indemnified Party by a third party relating to or arising out of this Agreement; or (b) any third party claim or allegation relating to intellectual property infringement or misappropriation of any copyright, patent, trademark, trade secret, or other intellectual property right of such third party. If an Indemnified Party makes an indemnification request to the Company, the Indemnified Party shall permit the Indemnifying Party to control the defense, disposition or settlement of the matter at its own expense; provided that the Indemnifying Party shall not, without the consent of the Indemnified Party, which shall not be unreasonably withheld, enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party that is not wholly discharged or dischargeable by the Indemnifying Party, or imposes any conditions or obligations on the Indemnified Party other than the payment of monies that are readily measurable for purposes of determining the monetary indemnification or reimbursement obligations of the Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which the Indemnifying Party is responsible and shall reasonably cooperate with the Indemnifying Party, at the sole expense of the Indemnifying Party to facilitate the defense of any such claim; provided that the Indemnified Party's failure to notify the Indemnifying Party shall not diminish Indemnifying Party's obligations under this Section except to the extent that Indemnifying Party is materially prejudiced as a result of such failure. An Indemnified Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection and at its own expense.

**Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, USA without regard to its conflicts of law provisions. Both parties consent to venue and jurisdiction in the State of New Jersey, County of Bergen. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision or portion thereof, of this Agreement.

**Regulatory Change.** Both parties covenant and agree to comply with all applicable laws and regulation, now existing and hereafter adopted, to lawfully perform under this Agreement. Net2Phone may terminate this Agreement immediately upon notice to the Company if the passage or adoption of any law, rule or regulation would prohibit or make it materially more expensive for Net2Phone to provide the services under this Agreement or pursuant to a determination that the provision of the services under this Agreement is contrary to existing laws, rules or regulations.

**Payment/Currency/Interest.** All references to currency in this Agreement shall refer to United States dollars. The Company hereby agrees to be responsible for payment of all applicable charges, including but not limited to all taxes (excluding Net2Phone's income tax), the use or misuse by an unauthorized third party, or any error, accidental use or loss. The Company acknowledges and understands that all funds may not be available for immediate use. In no event will Net2Phone be liable for any indirect, special, incidental or consequential losses or damages arising in any manner from the use of the Net2Phone services and/or products provided under this Agreement. Net2Phone will not offer any refunds or reimbursements for the purchase price of the debit account. The services provided in this Agreement are available in the United States and in limited countries throughout the world as determined solely by Net2Phone. Calls made from a payphone may incur a surcharge. The Company further agrees that any funds not used within twelve (12) months shall be forfeited in their entirety to Net2Phone, and Net2Phone shall have no liability to Company related to such funds or the services provided hereunder.

**Termination.** Net2Phone reserves the right to terminate this Agreement immediately with or without cause. In the event of such termination, Net2Phone agrees to notify Company of such termination within Thirty (30) days of such termination. Provided termination is not due to Company's breach of this Agreement, Net2Phone agrees to refund any unused funds to Company within Thirty (30) days of the termination notice. Net2Phone reserves the right to change the billing, pricing, carrier, and any other Net2Phone procedure contained in this Agreement in its absolute and final discretion.

**Sign below to confirm that you have read, understand and agree to the Terms and Conditions.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date