

NEXTIVA, Inc.

Cancellation Policy

You may cancel NEXTIVA Services at any time by providing NEXTIVA with a notice of your intent to cancel by emailing NEXTIVA at cancel@NEXTIVA.com or calling Customer Care at 800-983-4289.

1.1 Money Back Guarantee. If you are unsatisfied with your NEXTIVA service for any reason in the first 30 days after signing up, under the condition that you have not used over 50% of the allowed minutes in your metered subscription plan or 500 minutes in an unlimited plan, you may cancel and be eligible for a refund of equipment, activation and subscription fees. Shipping and handling charges are not refundable. Refunds for devices where an RMA was requested within the 30 day period will be made in full if the devices are in "returnable" condition and the device is returned within 7 days of the RMA date. Returnable condition requires the item to be in new condition, in the original packaging and all parts and documentation received. Return shipping is the customer responsibility.

Our money back guarantee does not apply to any charges for international usage, payphone calls to NEXTIVA toll free numbers, and directory assistance. In addition, we may not be able to refund all of the taxes that you paid. NEXTIVA will use commercially reasonable efforts to refund promptly any charges (less any amounts that you owe to us) to your account following the return of your device. If your device is not returned within 14 days from the RMA date, NEXTIVA will refund for all eligible charges except for the device charges. Once the device is returned, the device charges will be refunded less any applicable restock fee.

WE HAVE THE RIGHT TO REVOKE THE MONEY BACK GUARANTEE FOR ALL CUSTOMERS AT ANY TIME WITHOUT PRIOR NOTICE. The 30 Day Money Back Guarantee does not apply if you are found to be in violation of our terms of service or if you have taken advantage of the guarantee in the past.

1.2 Refunds After 30 Days. Upon termination of service, your account will receive a pro-rated refund for any remaining pre-paid full month subscription fees, if applicable. You will not receive any refund or partial refund or any credits for charges already billed to your account in the month of cancellation. Activation fees, shipping fees and one-time fees are not eligible for any type of refund; only service fees are refundable as outlined in this agreement. Equipment is not returnable after the 30 Day Money Back period. Customer may be charged a minimum of \$50 disconnect fee per line for all cancellations not processed within thirty (30) days of service activation as per the terms of 30 Day Money Back Guarantee as provided in this agreement. The Disconnect Fee becomes due and payable immediately upon cancellation and will be deducted from any refunds due, or billed directly to Customer's credit card. Non-usage of service does not constitute cancellation of service. All cancellation requests must be submitted in the form of a customer service ticket.

1.3 Minimum Commitments Contracts. In the event you signed up for a minimum commitment contract, in addition to any disconnect fee, you will be responsible for all charges for the entire minimum commitment period and authorize NEXTIVA to bill these fees to your payment method (credit card). The 30 day moneyback guarantee does not apply to any executed minimum commitment contract.

1.4 Porting Single line Accounts. You may be able to take, or "port," your current number to another service provider. If you ask your new service provider to port a number from us, and we receive your request from the new service provider, along with any information necessary to verify such request, we will automatically terminate our Service for that number upon successful completion of the port. Once your Service is terminated and the port is completed, you will remain responsible for all charges and fees through the end of that billing cycle. If a port is unsuccessful for any reason, your Service

and your agreement with us will not terminate, you will remain a NEXTIVA customer, and you will continue to be responsible for all charges and fees associated with your NEXTIVA Service.

1.5 Porting Multiple-line Accounts. If you request your new service provider to port a number from us and you have multiple numbers assigned to your account and/or additional Equipment on your account, you are required to inform us of your intent to terminate all the Services on your account, prior to the successful completion of the requested port or we will select at our sole discretion the most appropriate billing plan for any remaining numbers and/or devices on your NEXTIVA account, and you will continue to be responsible for all the charges and fees associated with the remaining Services on your NEXTIVA account. Once the port of the requested number is completed, you will remain responsible for all charges and fees through the end of that billing cycle.

You understand and agree that cancellation of your subscription is your sole right and remedy with respect to any dispute with NEXTIVA. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or NEXTIVA's enforcement or application of this Agreement; (2) any policy or practice of NEXTIVA, including any NEXTIVA Privacy Policy, or NEXTIVA's enforcement or application of these policies; (3) the amount or type of fees, applicable taxes, billing methods, or any change to the fees, applicable taxes, or billing methods.