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The Push To Talk Organization Regional Communications System

Phone: 888-NXDN-ORG (888-693-6674)

848 N. Rainbow Blvd. #857 Las Vegas, NV 89107

Email: more.info@push-to-talk.org

www.Push-To-Talk.org



Salesman ID#: Salesman Name:

Company ID#: Company Name:

Customer Name Date

Address City St. Zip

Telephone (s) Fax

A/P Contact Telephone

Email Address for Billing

Confirm Email Address for Billing

Radio ESN	Region(s)	Per Region	Extended
<input type="text"/>	1	\$ 30.00	\$30.00
<input type="text"/>	1	\$ 30.00	\$30.00
<input type="text"/>	1	\$ 30.00	\$30.00
<input type="text"/>	1	\$ 30.00	\$30.00
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<input type="text"/>	1	\$ 30.00	\$30.00
<input type="text"/>	1	\$ 30.00	\$30.00
<input type="text"/>	1	\$ 30.00	\$30.00

TOTAL MONTHLY CHARGE

PTT ON ENVIRONMENTAL IMPACT AND PAPER REDUCTION:

The Push To Talk Organization recognizes its responsibility as an all-digital, Internet linked and managed network to bring 100% digital e-commerce to the communications industry in an effort to eliminate the use of paper in all forms of how it conducts business.

Relying upon the proliferation of the Internet, e-mail and electronic file management, PTT forms and agreements are all Internet fill-able, accepted, processed and fulfilled by email and over our website with no requirement for paper which has the corresponding positive reduction of carbon footprint and greenhouse gas emissions.

All payments for services are also fully automated and paperless by Electronic Funds Transfer (EFT), bank transfer and automated credit/debit card transactions to further reduce both our environmental impact and costs ultimately passed along to our subscribers.

Statements from our financial institutions are all by e-bills and managed on their online banking websites further eliminating our dependence upon paper with the corresponding cost savings passed along to our valued customer base in the form of lower prices for equal-or-better product and service.

PTT intends to be a role model of leadership in delivery of superior product and service while demonstrating to the business community that a 100% paperless operation is clearly the way of the future. PTT is truly designed from the beginning to be an ecologically friendly "green" company and we appreciate your support in this important endeavor.

SERVICE AGREEMENT

The rate plan of \$30.00 (thirty dollars) per month per radio Electronic Serial Number (ESN) unit ("Device") per Push To Talk (PTT) Communications Region is a flat rate, and covers the unlimited use of the entire Region of communication services as defined by PTT. Taxes, fees and discretionary charges do not apply to the service that PTT provides. You should carefully review all of the materials we provide.

This Service Agreement between you and PTT governs your use of PTT's wireless service. Other agreements will apply to your use of other PTT services. You can accept the Service by making payment on the first invoice in the amount of \$30.00 (thirty dollars) per Device per Region that you receive from PTT within 10 (ten) days of receipt of said invoice. Upon receipt of your first monthly payment of \$30.00 per Device per Region, your Device service will be activated by PTT within 24 hours, and you will be bound to the following for the two-year term of the agreement.

TERMS OF SERVICE:

"PTT" or "we," "us" or "our" refers to The Push To Talk Organization, acting on behalf of its FCC-licensed affiliates doing business as PTT. "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and also limits the remedies available to you in the event of a dispute.

SERVICE COMMITMENT; EARLY TERMINATION FEE

Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions, or rates as set forth below, you agree to pay us with respect to each Equipment identifier assigned to you, in addition to all other amounts owed, an Early Termination Fee of \$175, which will be reduced by \$5.00 for each full month toward your minimum term that you complete ("Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based. AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

30-DAY CANCELLATION PERIOD/TERMINATION

You may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. You will pay for service charges incurred through the termination date. If you terminate after the 30th day but before expiration of the Agreement's Service Commitment, you will pay PTT an Early Termination Fee for each land mobile radio associated with the service. Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives, or if we discover that you are underage, or if you fail to make

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all required payments when due, or if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

CHARGES AND DISPUTES

You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY US IN WRITING AT PTT'S ADDRESS IN THE HEADING OF THIS AGREEMENT OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU MAY HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE (based on the state law that governs the rights of subscribers). Charges include, without limitation, recurring monthly service and late payment charges, and restoral and reactivation charges

BILLING AND PAYMENT

Except as provided below, monthly service charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. We will bill you via Email. Emailed bills will provide a link for bill payment by credit card. It is your responsibility to insure that the Email Address you provide to PTT per this agreement is a working Email Address, and that PTT Email's will not be blocked. We may offer additional payment methods in the future that you will be informed of via Email. As of the date of this agreement, your payment options are 1) by credit card via Email link or on-line billing solutions website provided to you via Email or 2) electronic funds transfer (EFT or e-pay) from your bank account with PTT as a payee (you are responsible for the setup of this payment method). Additional charges may apply for additional copies of your bill, or for detailed information about your usage of services. Charges may apply for usage of services on PTT Regional communications in other than the Region(s) stated in the appendix of this agreement, and may appear on your bill after the billing cycle in which the usage occurred. PTT will take into account the information provided by the customer to evaluate on an individual basis whether grounds exist for further relief. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment.

IF YOUR DEVICE IS LOST OR STOLEN

You will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We and you have a duty to act in good faith in a reasonable and responsible manner, including in connection with the loss or theft of your Device.

DISHONORED CHECKS AND OTHER INSTRUMENTS

We will charge you \$30 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

CHANGES TO TERMS AND RATES

We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes at least one billing cycle in advance, either in your monthly bill or separately. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE.

DEVICE

Your Device must be compatible with, and not interfere with, our service and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices designed and purchased for use on PTT's system are designed for use exclusively on PTT's system ("Equipment"). You agree that you will not make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. PTT may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. You can get details on PTT policies for modifying Equipment by calling the PTT telephone number stated in the heading of this agreement.

ADVANCE PAYMENTS AND/OR DEPOSITS

We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a

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credit limit and restrict service or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

LATE PAYMENT CHARGES

Late payment charges are based on the laws of the state in which your contracted Region(s) of service reside. You agree that for amounts not paid by the due date, PTT may charge, as a part of its rates and charges, and you agree to pay, a late payment fee in accordance with the maximum rate afforded to us under the Uniform Commercial Code.

SERVICE LIMITATIONS; LIMITATION OF LIABILITY

Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. PTT MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL PTT BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claims against you by third parties; (e) damage or injury caused by a suspension or termination of service by PTT. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, PTT shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through PTT, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold PTT and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by PTT or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF PTT, or any violation by you of this Agreement. This obligation shall survive termination of your service with PTT. PTT is not liable to you for changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ACCOUNT ACCESS

You authorize us to provide information about and to make changes to your account upon the direction of any person able to provide information we deem sufficient to identify you.

DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this carefully. It affects your rights.

Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at the telephone number stated in the heading of this agreement. In the unlikely event that PTT's customer service department is unable to resolve a complaint you may have further access to assistance in order to resolve the issue(s) to your satisfaction (or if PTT has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. PTT will pay all costs of arbitration, no matter who wins, so long as your claim is not frivolous. Moreover, in arbitration you are entitled to recover attorneys' fees from PTT to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), PTT will pay you and your attorney a special premium if the arbitrator awards you an amount that is greater than what PTT has offered you to settle the dispute.

ARBITRATION AGREEMENT

(1) PTT and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

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- Claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- Claims that may arise after the termination of this Agreement

References to "PTT", "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Device under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and PTT are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to PTT should be addressed to the mailing address stated in the heading of this agreement ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If PTT and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or PTT may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by PTT or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or PTT is entitled. You may request a form Notice and a form to initiate arbitration at www.push-to-talk.org

(3) The payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules, and the arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process via request at www.push-to-talk.org.) All issues are for the arbitrator to decide, including the scope of this arbitration provision, but the arbitrator is bound by the terms of this Agreement. Unless PTT and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, PTT will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse PTT for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is:

equal to or less than the greater of (a) \$5,000 or (b) the maximum claim that may be brought in small claims court in the county of your billing address; and

greater than the value of PTT's last written settlement offer made before an arbitrator was selected, then PTT will:

- pay you the greater of (a) \$5,000 or (b) the maximum claim that may be brought in small claims court in the county of your billing address ("the premium") instead of the arbitrator's award; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If PTT did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the premium and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the premium and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws PTT may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, PTT agrees that it will not seek such an award.

(6) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND PTT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and PTT agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if PTT makes any change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change and require PTT to adhere to the language in this provision if a dispute between us arises.

MISCELLANEOUS

This Agreement, as well as terms of service for products and services not otherwise described herein that are posted on applicable PTT websites, and any documents expressly referred to herein or therein, make up the complete agreement between you and PTT and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. PTT may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

TO EXIT THIS FORM, click on File, then click on Exit. Any information you have entered into the form fields will NOT be saved, so Print and Email the form first.

NOTE: If you submit this contract via email to the Push To Talk Organization, be aware that all entries will first be validated.

Assuming all entries are valid, you will receive a return email with this filled in agreement in the form of a PDF attachment to be saved for your records, along with an invoice for your first payment.

Invalid or missing entries will result in a return email requesting that you "try again".

You cannot save this form with the filled in fields at the time that you fill it in.

You can print it, and you can email it to PTT.