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Definitions The following definitions are used in both the singular and plural form.

"User Account" means the Online Account created by ALODIGA to enable You to purchase and transfer funds to use the Product or the services.

"User", "You" "Your" and Customer: every individual or corporate body who has subscribed to Online TopUp from ALODIGA, is registered by ALODIGA as a customer, and has been registered with a unique User ID and a selected password.

"We," "Our," and "Us" means ALODIGA, the provider for the Service and their affiliates authorized to sell and/or distribute the Service.

Password: a code selected by You which, in combination with the User ID, gives You access to Your Account.

User ID: an identification code You selected which, in combination with the Password, gives access to Your Account.

"Alodiga" or "Service" means proprietary card-less service which provides the User with international calling capability.

"Website" is found at sales.alodiga.us and contains the specific prices and charges, Service descriptions and other terms and conditions not set forth here that apply to the Service. This Agreement incorporates by reference the Service's prices, charges, restrictions and the terms and conditions for using the Service and/or owning a User Account, as well as any disclosures, provisions, limitations or other information provided with, or printed on any promotional materials associated with the Service.

Charges and Payment

To use the ALODIGA Service, You must fund Your User Account with sufficient balance at the time you wish to use the Service. Any prices for the Service may also include additional fees, including, but not limited to, any applicable taxes. All requests to open a User Account or to fund such User Account are subject to acceptance by ALODIGA. Acceptable forms of payment include credit card and debit card and any other form of payment ALODIGA may authorize in the future. We do not waive our right to collect the full amount due if Your form of payment is cancelled, disabled, discontinued or otherwise dishonored after Your use of the Service.

Rates and Prices. Prices are exclusive of all sales, use and other taxes and government and regulatory fees. You are responsible for any pertinent federal, state, municipal, local or government sales, use, excise or other taxes, fees or charges as a result of your subscription to Service or a relevant later enacted regulation. ALODIGA reserves the right to change its rates to domestic or international long distance rates associated with the Service at any time without prior notice and such changes will be effective from the time they are posted on the Website. Prices and rates shown in the Website do not include any applicable taxes or government fees. As a telecommunications provider, ALODIGA is obligated to charge the Federal Excise Tax and Communication Taxes to each service billed to you.

You may contact ALODIGA's Customer Service Representatives at 800-9543211. If You have any questions about the Service, including the domestic or international long distance rates associated with the Service.

Opening a User Account and Transferring Funds. A User Account can be opened at retail locations such as convenience stores and on this Website. You may top-up /refill Your balance with any amount at any time either through any participating reseller with cash or through a credit or debit card web transaction. You are responsible for preventing the unauthorized use of Your User Account and the Service, and You are responsible for any reduction in value of Your User Account arising out of either authorized or unauthorized use. **Funds deposited by you will be added directly to YOUR Account**

Account Information and verification. You are liable for all liability that may arise from your failure to provide true, accurate, current and complete information and to maintain and promptly update such information. If you provide any information that is, or we have reasonable grounds to suspect is, untrue, inaccurate, misleading, not current or incomplete, we may suspend or terminate or refuse any and all current or future use of the service, or any portion thereof. You give us permission to verify all information You provide, including Your credit card or debit card information, along with Your email address and any other pertinent information which We request.

Purchase Limits. ALODIGA may, in its sole discretion, limit the number of User Accounts You open and/or maintain at one time, or over a certain period of time. We reserve the right to reject your attempt to open a User Account and reserve the right to close any User Account (with a corresponding refund, if any) if the number of Your Accounts exceeds any limit which We choose to impose.

Returns. ALODIGA will refund your account balance (minus any promotional and/or bonus amounts) at any time for any reason provided that You have a valid credit card on file with Us.

Suspending/Canceling the Service. You agree not to use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with Our ability to provide the Service to You or to other

customers; or (2) violates applicable law; or (3) avoids your obligation to pay for the Service; or (4) is not for consumer use. You agree not to resell the Service (whether for profit or otherwise) or to use the Service for any unlawful or abusive purpose or in such a way as to create damage or risk to Our business, reputation, employees, facilities, third parties or to the public generally. If We have reason to believe that You or someone else is abusing the Service fraudulently or unlawfully through Your User Account, or if Your form of payment for the Service is cancelled, disabled, discontinued or otherwise dishonored after You fund Your User Account, We reserve the right to immediately suspend, restrict, deactivate or cancel the Service and close Your User Account without advance notice. In the event of suspension or cancellation of the Service due to any other aforementioned reasons, You hereby agree to pay any and all outstanding charges for the Service and to reimburse Us for any reasonable cost We incur in securing said payment, including, but not limited to, attorneys' fees, court fees, and any other collection-related cost. We may impose restrictions on the form of payment You may use, and/or may refuse to provide the Service to You, if any of Your previous payments for the Service has failed to result in ALODIGA's receipt of the entire amount payable to Us in connection with such payment.

ALODIGA may from time to time discontinue offering the Service, or if necessary, cancel all User Accounts, immediately upon a determination by any governmental authority that the provision of the Service is contrary to any law, rule or regulation or upon Your violation of this Agreement or the Conditions of Use.

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Your Account If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use ALODIGA.com only with involvement of a parent or guardian. ALODIGA reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

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ALODIGA does not warrant that this site; information, content, materials, products (including software) or services included on or otherwise made available to you through this site; their servers; or e-mail sent from ALODIGA are free of viruses or other harmful components. ALODIGA will not be liable for any damages of any kind arising from the use of this site or from any information, content, materials, products (including software) or services included on or otherwise made available to you through this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing. ALODIGA will not be liable for any damages if the telecommunication services underlying the Service are interrupted, or if there is a problem with the interconnection of the Service with the service, products or equipment of some other party. This section will survive the expiration or termination of the Agreement.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Indemnification You agree that ALODIGA shall not be responsible for any third party claims against Us and/or You that arise from Your use of the Service or Your User Account. Further, You agree to reimburse ALODIGA for all costs and expenses related to the defense of any such claims, including attorneys' fees, unless such claims are based upon Our willful

misconduct or gross negligence. This provision will continue to remain in force after the Agreement expires or is otherwise terminated.

Credit Allowances for Interruptions If an interruption or failure of the Service is caused solely by ALODIGA and not by You or by a third party or by other causes beyond Our reasonable control, You may be entitled to a credit allowance in proportion of your credit and the interruption or failure duration.

No Third Party Beneficiaries. If you are not a party to this agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This agreement does not create any third party beneficiary rights.

Acts Beyond Our Control Neither You nor ALODIGA will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond, as applicable, yours or our reasonable control.

Assignment We can assign all or part of our rights or duties under this Agreement without notifying You. If We elect to make such an assignment, We will have no further obligations to You under this Agreement or in connection with Your purchase or use of the Products. You may not assign this Agreement without Our prior written consent.

Notices

Any notice from ALODIGA to You under this Agreement will be provided by one or more of the following: posting on the ALODIGA Website, a recorded announcement on a Product, postcard, letter, or a call to a telephone number provided by You, or an e-mail to an e-mail address provided by you. You may contact Us either by phone or by mail to:

sales.alodiga.us / 800-9543211. Notice from You to Us is effective as of the date that Our records show that We received Your call or correspondence.

Applicable Law By visiting ALODIGA, you agree that the laws of Miami, in the state of Florida, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and ALODIGA.

Disputes Any dispute relating in any way to your visit to ALODIGA or to products or services sold or distributed by ALODIGA in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$10,500 shall be adjudicated in any state or federal court in Miami, and you consent to exclusive jurisdiction and venue in such courts.

Site Policies, Modification, and Severability We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Entire Agreement. This agreement, including any future modifications to its terms, and the rates for services found on our web site constitute the entire agreement between you and ALODIGA. This agreement governs your use of our service, and the use of our services by the members of your household and your guests and employees. This agreement supersedes any prior agreements between you and ALODIGA. It also supersedes all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

Severability. If any part of this agreement is legally declared invalid or unenforceable, all other parts of this agreement will remain valid and enforceable. This invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this agreement.

Changes to this Agreement. We may change the terms and conditions of this agreement from time to time. By subscribing to our service, you agree that we may provide to you by use of electronic communications required notices, agreements, and other information concerning ALODIGA, including changes to this agreement. We may give you notice of a change by posting the change on the home page of ALODIGA.COM, on your account web page, or by other permitted communication. Such notices will be considered given and effective on the date posted. These changes will become binding on you on the date they are posted and we are not required to give you further notice in order for you to continue using our service. By continuing to use the service after revisions are in effect, you accept and agree to all revisions. If you do not agree to the changes, you must terminate your service immediately. When posted, this agreement supersedes all previously agreed to electronic and written terms of service. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of ALODIGA services. If you continue to use our service, we will consider this your acceptance of any changes.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS OF SERVICE AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO USE THE SERVICE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO TELEMEDIA THE RIGHTS SET FORTH HEREIN.