



Viv AutoPilot Bill Negotiation Authorization & Services Agreement

1. INTRODUCTION & SUMMARY: This AutoPilot Bill Negotiation Authorization & Services Agreement (“Agreement”) governs all access to and use of our bill lowering service and related sites and applications (“Services”). By using this website and service and uploading your bills to Just Viv, LLC (“the Company” “Viv,” “Viv Network,” “we,” “our” or “us”), you authorize Viv to act on your behalf to negotiate discounted rates with your current provider. You agree to allow us to contact your provider on your behalf and understand that we will bill you as provided herein if we are successful in achieving a lower cost for your services. You authorize Viv to act as your agent on an ongoing basis for the bills you upload, negotiating these bills initially and again at the end of any discount or promotional term until you cancel.

2. AUTHORIZATION & SERVICE: By providing personal and billing information to Viv including uploading your bills, you acknowledge and agree that:

- a) You are the account holder or an authorized agent of the account holder and, by uploading your bills and requesting the service, you warrant that you have authority to make changes to the applicable account with the provider and that you are granting such authority to Viv;
- b) You have provided accurate, complete, truthful and current information including but not limited to name, address, phone number, email address, bill copies and any pin numbers or other verification information required to negotiate on your behalf;
- c) You authorize Viv to use the information you provide to negotiate billing rates and terms with your service provider;
- d) You authorize Viv to negotiate on your behalf as your special agent and agree that we can accept or reject agreements with your provider including entering contracts binding upon you that we believe in good faith will save you money;
- e) You give us permission to add discounts, credits or promotions to your account, extend the term of your contract or add features or improve the quality of the products you receive without your additional consent, as long as the changes we make are changes that we believe in good faith will result in reducing your bill;
- f) You understand that Viv will make every attempt possible to lower your bills but that we cannot guarantee or promise that we can obtain lower rates on your behalf; you will not be charged if we are not successful in negotiating a lower rate for you;
- g) You are responsible for any and all charges owed to Viv for any successful negotiations, such billing terms provided further herein; and
- h) if you are not the account holder, you will be jointly and severally liable with the account holder for the fees incurred for the services you requested and will be personally liable for all fees incurred or damages that result from signing up for services without proper authorization and agree to indemnify us for any damages we may incur as a result.

3. PRICING & BILLING TERMS: By uploading your bills, you agree to pay upon successful negotiation and understand that you will be billed immediately upon successful negotiation. If we are unable to lower your bills, you will not be charged. Upon successful negotiation of your bills, you will be billed 50% of the savings, billed on a monthly basis over the length of time of your savings. You will not be billed unless we are able to obtain savings for you for the bills you upload to our system or send to our company.

- a) You agree to pay 50% of savings to Viv. We will invoice you via email for your records and will automatically charge the credit card you have on file.
- b) If your account is delinquent or if you file a chargeback, we reserve the right to cease recurring monthly billing and charge the full amount to the card on fi
- c) By providing a credit card at the time you upload bills and request the service, you expressly authorize us or our reseller partners to charge a credit card or debit card on file for payment of charges on a recurring basis throughout the term of this agreement including any renewals. You understand that your information will be saved for future transactions on your account. or the purpose of billing, Viv will estimate your savings using the following calculation:
 - d) For the purpose of billing, Viv will estimate your savings using the following calculation:
 - i. the new discounted or promotional rate that we negotiate for you with your provider (“Negotiated Rate”), vs.
 - ii. the rate you were paying your provider at the time you uploaded your bills (“Current Rate”).
 - iii. The difference between the Negotiated Rate and the Current Rate will be multiplied by:
 - iv. the duration of time the new discounted rate will be in effect (“Savings Period”), plus
 - v. any one-time bill credits applied.
 - e) The Current Rate you are paying at the time you uploaded your bills will be confirmed by your provider and may be different from what appears on your uploaded bill.
 - f) Neither your new Discounted Rate or your Current Rate will include one-time fees incurred by the account holder or anyone else with access to the account other than Viv or regularly scheduled price increases that are not specific to your account.
 - g) You will be billed on a recurring monthly basis, over the Savings Period for monthly discounts, and you will be billed one time for any one-time bill credits or discounts received.
 - h) At the end of the Savings Period, Viv will continue to negotiate your bills and will continue to bill you monthly for any additional savings achieved. For the purpose of re-negotiations, your savings will be calculated using the new Discounted Rate that we negotiate for you with your provider vs. the rate you would have paid once your previous Savings Period expired (new Current Rate) multiplied by the new Savings Period.
 - i) You may cancel this authorization at any time by contacting Viv at support@justviv.com or calling 833-848-5433 during regular business hours Monday-Friday from 10:00 am - 4:00 pm ET. This authorization will remain in effect until canceled. Cancelling your credit card authorization does not affect your obligation to pay for services rendered until the time of your cancellation. You understand that upon cancellation, any fees resulted from savings achieved on your bill(s) are due in full.



j) From time to time, Viv will offer a payment discount, which you are eligible for if you pay upfront and in full for all known savings by the discounted invoice due date. If you do not pay in full by the pay-in-full due date, Viv will continue to bill you monthly. Any pay-in-full discount does not apply to one-time bill credits or discounts.

k) You agree that if we are unable to process your monthly payment or you are otherwise delinquent in payment, Viv reserves the right to assess late fees of \$5 per month and demand payment in full if the delinquent payment is not received within fifteen days of the billed date.

l) Delinquent accounts may be reported to credit bureaus and/or referred to an attorney or collection agency. You are responsible to pay any and all costs we incur as a result of such action, including processing fees or reasonable attorneys' fees, subject to the maximum allowed by law.

4. TERM OF AGREEMENT. Viv will begin negotiating on your behalf upon your submission of a bill and will continue to negotiate your account at the end of each Savings Period. If we are unable to achieve savings for you initially, we may continue to attempt to negotiate your bills from time to time when we believe there is a good opportunity with your provider to lower your bills. We will continue to negotiate on your behalf and bill you for any savings obtained until you contact us to cancel. Upon cancellation of our service, we will no longer negotiate on your behalf for future periods, but cancellation of our service does not stop your responsibility to pay for any previously negotiated services that are not paid in full.

5. SAVINGS. Your savings will appear on the bill from your provider for the services you have authorized us to negotiate

a) If the savings shown by Viv do not appear on your service provider invoice, you must notify Viv within thirty (30) days of the service provider invoice date and we will investigate with your service provider to attempt to remedy the situation. If we cannot remedy the situation, Viv will adjust your billing accordingly or refund applicable fees paid to Viv.

b) Should you have a dispute, you are responsible to contact us, in writing, regarding any disputed charges or dissatisfaction with the service within 30 days. You must provide reasonable detail and facts and circumstances as the basis of your dissatisfaction or dispute and work with us in good faith to remedy the situation or issue a refund before requesting a chargeback, making a complaint or filing a claim against the Company.

6. INDEMNIFICATION. You agree to defend, indemnify and hold harmless Viv, its officers, directors, employees and agents from and against any and all claims, abilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Website and Services.

7. LIMITATION OF LIABILITY. In no event shall Viv Network, or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages (including, without limitation, damages for loss of profits, revenue, data or use) incurred by you or any third party arising from or related to the use of, inability to use or the termination of the use of the site and Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) and even if Viv has been informed of the possibility thereof. Some jurisdictions do

not allow the limitation or exclusion of liability so some of the above limitations may not apply.

8. RELATIONSHIP OF THE PARTIES. The relationship of the Parties is that of principal and special agent. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or a partnership or joint venture relationship. Viv Network is not a cable, internet, phone, satellite, or other service provider, financial advisor, commodity trading advisor, or financial manager. Viv Network assumes no responsibility for the service obligations of any provider under any contract entered into by you (either directly or through Viv Network) and such provider.

9. FORCE MAJEURE. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including acts of the public enemy, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

10. GOVERNING LAW & VENUE. This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, without giving effect to the principles of conflicts of law. Subject to Section 10, the Parties agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Bridgeport, Connecticut. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

11. ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES You may not assign this Agreement, either in whole or part, without the express written consent of Viv. Any assignment without such consent shall be null and void. Viv may assign this Agreement, in whole or part. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third-party beneficiaries to this Agreement.



12. SEVERABILITY. If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions or portions shall remain in full force and effect. The part of this Agreement that is found invalid or unenforceable will be amended, changed or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable and valid provision that is similar in tenor to the stricken provision, within the limits of applicable law.

13. SURVIVAL. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

14. RIGHTS CUMULATIVE. The rights and remedies of the Parties provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

15. AUTHORIZED SIGNATORIES. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

16. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail or (v) electronic mail (email) addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

You: *To the address provided during enrollment and/or the address on your utility bill. Attention: To the name provided by you during enrollment and/or the name on your utility bill.*

Just Viv, LLC
7880 San Felipe, Suite 210
Houston, Texas 77063
Attention: Administration

Either Party may update its notice address by notice to the other party.

17. WAIVER. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

18. ENTIRE AGREEMENT. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. The Parties acknowledge and agree that they are not

relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

19. MODIFICATION. Viv reserves the right to change, modify or amend this Service Agreement (including any applicable fees and service charges) with 30 days prior written notice distributed to the customer via the customer's virtual office, email or regular mail

21. VIV WEBSITE.

a) Use Of The Viv Website. The Viv customer portal website (the "Site") is the intellectual property of Viv. You may use the Site only in connection with enrolling and managing your account with Viv. Any other use of the Site, and any reproduction, redistribution, or reverse engineering of the Site, as well as any use of the Site to gain unauthorized access to any accounts, computer systems, sites, or networks, or to obtain or attempt to obtain any information other than such information as the Site is intended to provide to you, is unauthorized and expressly prohibited.

b) As-Is. The Site is provided to you on an "as is" and "as available" basis, without representation or warranty of any kind, whether express, implied, statutory or otherwise. Neither Viv nor its third-party providers make any warranty that the Site is error-free, current, complete, will meet your requirements, will be available continuously or at any particular time or is compatible with any particular device, site or platform. Your use of the Site and any material obtained through the use of the Site is at your own discretion and risk and you are solely responsible for any damage to any computer system, Site or device or any loss of data that results from such use. To the maximum extent permitted by law, Viv and its third-party providers expressly disclaim all warranties and conditions of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. No information (oral or written) obtained by you from Viv or through the Site shall create any warranty not expressly stated in this Agreement.

PRIVACY POLICY. You agree to be bound by the privacy policy published on the Site.



ACKNOWLEDGMENT & CONFIRMATION OF CURRENT & RECURRING FUTURE PAYMENTS (please check the boxes)

I have read and understand the Viv AutoPilot Bill Negotiation Terms and Conditions.

I have the authority to commit the owner of the bill(s) negotiated by Viv to remit any and all fees due to Viv for savings achieved.

I understand that there is no up-front charge for Viv's bill negotiation services. We will only be charged if Viv successfully lowers our bill. For each bill where Viv achieves savings, we will be charged 50% of the savings in monthly payments over the term of the savings, or we may opt to pay-in-full and realize offered discounts available at the time of our negotiated savings. We can cancel anytime by calling 833-VIV-LIFE (833-848-5433). Any unpaid fees for savings achieved before cancellation will be due in full at time of cancellation.

Viv will continue to re-negotiate our bill at the end of each term to optimize long term savings. Future charges, when future savings are achieved, will continue to be billed automatically based on the payment frequency selected by us and will be billed to the credit card I provide today. There will be no charge if we cancel the bill re-negotiation before Viv starts working on re-negotiating my bills. However, if Viv has already re-negotiated our bill and achieved savings at time of cancellation, we are obligated to pay Viv's fees in full at time of cancellation.

I understand should we opt to cancel provider services we may be subject to a provider Early Termination Fee "ETF". This fee is separate and apart from fees due to Viv as a result of negotiation services.

Acknowledged & Agreed by: _____
(Signature of Authorized Person)

Company: _____

Name: _____

Title: _____

Date: _____

AGREED:

UTILITY RESCUE HOLDINGS, INC.

By: _____
Name: _____
Its: _____