

General Terms and Conditions (GTC)

didXL SP. z o.o.

TAKING INTO CONSIDERATION THAT:

- didXL provides services which consist of the termination of calls made to Numbers and the allocation of Numbers
- The service offered to the Customer doesn't intend to replace traditional telephony service (POTS, PSTN/ISDN)
- Customer provides Services to its Users
- In order to be able to provide such Service, Customer wishes to obtain Numbers and Services of didXL
- didXL is willing to provide these services to the Customer;

1. DEFINITIONS

In these Terms and Conditions the following capitalized terms will have the meaning as set forth hereunder, either in the singular or in the plural form.

Associated Company: means didXL's ultimate holding company, shareholder or any subsidiary thereof;

Call: a transmission path between a caller and the Customer or its User passing through didXL's Telecommunication Network and systems for the conveyance of signals;

Call Center Activities: it is a set of human resources and specialized infrastructures that allows multi-channel contacts and communications with users (through multiple means, eg telephony, internet, mail).

Customer: Natural person or legal entity ordering a Service from didXL;

Customer Interface: the on line system used by Customer for ordering and configuration of the Service, Accessible with a username and password at www.didxl.com

didXL: didXL SP. z o.o., Registered under 7010086254, having its registered office at ul. Okopowa 56, lok. 49, 01-042 Warsaw, Poland and VAT number PL 701-00-862-54;

End User, the actual allocatee of the Number

License: means the required telecom license granted;

MRC: Monthly Recurring Charge (monthly payment);

MSA: Master Service Agreement is framework agreement didXL and Customer might have signed

NRC: Non Recurring Charge (one of charge);

NRA: National Regulatory Authority, the telecommunication licensing and/or numbering administration, and/or regulatory authority in the bespoke Territory;

Number: a geographical or non-geographical (including toll free, nomadic, shared cost, mobile and premium) telephone number, directly or indirectly assigned by the NRA to didXL that is implemented in didXL's network and made available to the Customer under the provisions of these TCs;**Service:** the allocation of Number(s) and the delivery of Traffic to Customer

SOF Service Order Form can be confirmed offline in writing or on line via the Customer Interface on www.didxl.com;

TCs: the latest version of Terms and Conditions didXL SP. z o.o.

Traffic: all voice and data traffic generated by the promotion of the Services by the Customer or Users;

User: the user of the Customer's product or service;

2. General

- 2.1. In case of conflict the terms mentioned on a SOF (both online and offline) will overrule the MSA. The MSA will overrule the TCs.

3. PROVISION OF THE SERVICE

- 3.1. The Service consists of:
- The conveyance of Calls to Numbers implemented on the infrastructure of didXL or other third parties with who didXL has entered into and to an agreement, for the completion of the Call by didXL;
 - The allocation of Numbers to the Customer.
- 3.2. didXL shall, to the best of its ability, do its utmost to provide the Service with minimum disruptions. All of the

Services shall be performed on the basis of a best efforts obligation.

- 3.3. All delivery and other periods stated or agreed by didXL have, to the best of its knowledge, been determined based on data known to didXL when it entered into the Agreement. didXL shall properly exert its best efforts to observe agreed delivery and other periods as much as possible. The mere fact that a stated or agreed delivery or other period has been exceeded shall not cause didXL to be in default.
- 3.4. didXL may change the technical features of the Service in order to keep pace with the latest demands and technological developments, at its own discretion and without any prior notice to Customer.
- 3.5. The Customer may place SOFs for the Services from time to time pursuant to these TCs.
- 3.6. Upon request and subject to applicable law, including but not limited to applicable privacy regulations, Customer shall, at didXL's first request, make relevant information available concerning the services that Customer is supplying to Users or third parties using the Service.
- 3.7. In case numbers are disconnected or rejected due to misuse by any User, didXL will do its utmost to keep the amount of affected Numbers as low as possible.
- 3.8. A number of service features available via Public Telephony Services (PATS), including but not limited to access to emergency services and directory enquiries, may not be provided over the Service
- 3.9. didXL is allowed to forward changes in the underlying regulated cost structure from the day these changes become effective. All other price increases can be given upon 7 days notice. Customer has the right to reject the bespoke price increase in which didXL has the right to terminate the Service in accordance with clause 11 and 12 of these TCs - OR – continue to provide the Service at the previous price.
- 3.10. DIDs that were bought as part of a consecutive Block of Numbers cannot be cancelled on an individual basis (eg id Service Provides buys cannot cancel 4822111158 if this Number was bought as range 48221111xx)
- 3.11. To enable the Customer to provide telecommunication services, didXL shares the Numbering for the existing remuneration in accordance with 128th article, of the Polish Act of 16 July 2004, Telecommunication Law.
- 3.12. When directly or indirectly Numbers are allocated to Customers offering call center activities in Italy the Italian act Legge nr. 232 del 2016, article 1 comma 243 applies, most important points from this act:
- Starting from 1 January 2017, it is compulsory to inform the calling customer about the location of the call center operator who is answering (agent)
 - In case the agent is located outside the European Community it must be possible for the customer's call to immediately be forwarded to another call center located in the European Community.
 - Penalties for non-compliance with this law range from 50 000euro up to 150 000euro towards the Customer offering Call Center Activities.

4. PROVISION OF NUMBERS

- 4.1. Customer may request didXL to allocate Customer with Numbers from time to time. The Numbers will remain activated for the Customer during the agreed term.
- 4.2. Numbers can be ordered in 2 different ways:
- On-line via the didXL on line tool
 - Off line by contacting didXL sales and signing of SOF
- 4.3. The allocation of Numbers to Customer does not constitute any transfer of any property or other rights with regard to the Numbers.
- 4.4. Customer guarantees that it shall comply with all relevant legislation, including but not limited to all national numbering plans.
- 4.5. didXL may forthwith withdraw or reallocate a Number if it is reasonable to do so or if:
- Customer is in breach of its obligations under these TCs;
 - such action is required pursuant to any change in the relevant national numbering plan;
 - it is forced to do so by 3rd party network owner;

- it is forced to do so by the NRA or any other competent regulatory body;
 - no Calls have been made to this Number for three consecutive months.
- 4.6. didXL shall have the right to monitor any Calls made to any Number for the purposes of ensuring compliance with the applicable legislation.
- 4.7. In case Numbers are allocated to the Customer on multiple accounts, these TCs will apply integrally to all numbers on all accounts.
- 4.8. didXL takes steps to ensure maximum accessibility of its Numbers by as many mobile and fixed networks as possible through interoperability of Services. However, as didXL relies on the interoperability of services from its local partners in each country for end-to-end connectivity, didXL does not represent nor make any commitment that Numbers will be reachable from all mobile and fixed networks.
- 4.9. Customer acknowledges and agrees that didXL's infrastructure does not necessarily support or carry emergency calls. In order to make such calls Customer will require other means. Customer is fully and solely responsible to provide the Service for its Users in any jurisdiction in which it is required by law and to otherwise inform the Users of any emergency call limitations.

5. PROMOTION OF THE SERVICES

- 5.1. didXL grants on a non-exclusive basis the right to the Customer to reallocate the Services to its Users.
- 5.2. In the event that Customer reallocates the Service, it will remain fully liable to didXL for the reallocated Services and it will take care to be fully compliant for these cases with the concerned legislation and any additional rulings in this respect. Customer will comply with all reasonable instructions and guidelines of didXL in relation to the promotion, marketing and reallocation of the Services.
- 5.3. Customer guarantees that any agreement with its Users shall include all relevant terms and conditions and guarantees that such Users adhere to and comply with all relevant terms and conditions of these TCs.
- 5.4. Customer will be liable for all damages occurred by didXL as a consequence of a breach of its obligation of these TCs. The Customer shall indemnify and hold harmless didXL from and against any and all costs, expenses, (including reasonable legal fees), claims, demands and actions arising from or related to any breach of its User of these TCs and/or any misuse or fraudulent use of User of the Services.
- 5.5. Customer will actively promote, market and resell the Services and will at all times refrain from any acts, in the broadest sense, which may harm the reputation of didXL or its Services.

6. OBLIGATIONS OF CUSTOMER

- 6.1. The Customer guarantees to didXL that it and any User to whom it delivers the Service shall:
- a) not alter, adapt or modify the Services in any way without the prior written consent of didXL;
 - b) comply with all relevant laws, regulations and code of conducts and will use the Service solely for lawful purposes. In this respect Customer and its Users may not, without limitation, use the Service in any fraudulent way;
 - c) constantly monitor the advertising, content and factual usage of all directly or indirectly delivered Services. Upon any suspicion of irregularity the Customer will act immediately and inform directly didXL and simultaneously all relevant authorities.
 - d) provide such information and take such steps as may be necessary in order to enable didXL to comply with all relevant laws, regulations and code of conducts and carry out any investigation concerning a Service;
 - e) at didXL's request, provide to the applicable regulator copies of any advertisements for the Service and/or any other information necessary to monitor compliance with the applicable legislation;
 - f) not infringe, or permit others to infringe, any of didXL's or any third party intellectual property rights;
 - g) promptly notify didXL of any changes in the

- Customer's organisation or method of doing business, which might affect the performance of the Customer hereunder;
- h) Only use and connect (telecommunication) equipment that is in good working order, complies with all applicable standards and approvals;
 - i) notify didXL of any promotions or marketing or other activities likely to cause material changes to the volume, duration or frequency of calls made to any Number;
 - j) do all such things, or cease all such things, as are needed, necessary to maintain the technical quality and integrity of the Service.
 - k) ensure that Services are not used for auto-dialing, continuous or extensive call forwarding, call back services, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting purposes.
 - l) **Ensure that Numbers are not used to replace caller-ID (so called a-number) for international calls in general, and Numbers are not used to replace caller-ID (/a-number) for calls originated outside the EU terminating toward EU-mobile in specific.**

- 6.2. For each Number the Customer is obligated to hold end-user name and address information of End User
- a) Customer shall develop and maintain an end user's register containing at least the following information: name, place of residence or business (street, number, zip code, city, country) and any other relevant information (the **End User Information**).
 - b) Within 24 hours from didXL's first request, Customer must make available to didXL (i) the End User Information and (ii) all relevant information concerning the services Customer is providing.
 - c) Customer shall appoint a contact person that will be available 24h/7days to didXL. At the latest upon the Effective Date, Customer shall make available the contact person's contact details (including mobile phone number and email address) to didXL.
 - d) Customer will have the needed processes in place and will fully cooperate in case of any lawful intercept request asked either directly by authorities or indirectly via didXL.
 - e) Customer not responding, or not being able to respond, to any End User Information or Lawful Intercept request will be considered as breach of contract as further defined in clause 9 of these TCs.
- 6.3. If Customer violates any of the Obligations mentioned in the TCs didXL can forthwith take back the numbers or block the account without prior notice.
- 6.4. If Customer goes bankrupt or for any other reason cannot, or doesn't want to, continue services described in these TCs, all End User information will be made available to didXL to allow didXL to inform the end-users about developments of Customer. Furthermore Customer will fully cooperate in assuring didXL's continued service towards the End Users.

7. INVOICING

- 7.1. POSTPAID customer will receive an invoice(s) on the first of the month [T] containing
- NRCs for Numbers ordered in month T-1
 - Pro-rata MRC's for numbers ordered in month T-1
 - MRCs for all active numbers for month T
 - Call Charges for calls received in month T-1
 - Revenue share for calls received in month T-2
- 7.2. The invoices for POSTPAID customer are due on the date the invoice is issued.
- 7.3. In case the sum of the components mentioned in 7.1 is negative the Supplier will send a Pro Forma Invoice. The POSTPAID CUSTOMER is entitled to send an invoice to the Supplier with the same amount as mentioned on the Pro Forma invoice. Payment period of this invoice is 35 days.
- 7.4. Before activating the POSTPAID CUSTOMER Supplier can ask a prepayment of the equivalent up to 200 euro

from the POSTPAID CUSTOMER. This prepayment will be settled against the first invoices.

- 7.5. didXL will keep track of the balance for PREPAID customer. PREPAID customers are responsible to have enough credit at any point in time. A PREPAID customer can only order new numbers, or receive calls to Numbers that have a call charge, as long as they have enough credit.
- 7.6. New customer per default will start as PREPAID customers.
- 7.7. When a number is cancelled there will be no refund for the NRCs or MRCs already paid
- 7.8. Invoices will be based on the data recorded by didXL
- 7.9. didXL's can send **First Invoice** after signing of the contract holding
 - NRCs
 - MRCs for the running month
 - MRCs for the upcoming period
 - Alternatively didXL can ask for a pre-payment of the equivalent up to 200€ .
- 7.10. After receiving the transfer (or proof of the transfer) of the First Invoice the Service will be made available to the Customer.
- 7.11. In the event of a bona fide dispute to an invoice, either party shall notify the other of its dispute in writing within 10 calendar days of the due date of invoice, failure by which the invoice is deemed to be accepted. Either Party disputing an invoice may withhold payment of the disputed part of the invoice and pay the undisputed part as per these TCs. The parties will cooperate in good faith to resolve any such disputes within a reasonable timeframe.
- 7.12. didXL doesn't accept disputes smaller than 2%
- 7.13. didXL shall not be obliged to pay the Customer the revenue shares for the traffic which is not paid to didXL for any reason provided that, in such a case, didXL shall inform the Customer in writing about any such fact including the reason for non-payment. Such a notice shall be deemed effective if sent to the Customer before the due date of any Revenue Invoice for the Services subject to non-payment already issued.
- 7.14. Invoices for the Customer will be available in the Customer Interface and/or can be send to the email address of the invoice contact listed in the Interface as provided by Customer
- 7.15. Bank account details didXL
Bank: Alior Bank S.A.
Aleje Jerozolimskie 94
00-807 Warsaw Poland IBAN : PL54 2490 0005
0000 4600 3933 8095 (€)
IBAN : PL74 2490 0005 0000 4600 7181 9446 (us\$)
SWIFT : ALBPPLPW
- 7.16. Customer will bear all bank charges. For payments with PayPal a surcharge of 5% will be added to the invoice.

8. SECURITY

- 8.1. didXL is allowed to ask for an irrevocable security.
- 8.2. Amount of this irrevocable security will not be more than 2 times the monthly invoice
- 8.3. Customer will give this security within 5 business days upon request.

9. INTELLECTUAL PROPERTY

- 9.1. All intellectual property rights and confidential information relating to the Services shall remain the property of didXL or its licensors. The delivery of the Service does not imply any transfer of intellectual property rights.
- 9.2. Nothing in these TCs shall give the Customer any rights in respect of any trade names or trademarks used by didXL in relation to the Services or the goodwill associated with them, and the Customer acknowledges that it shall not acquire any rights in respect of any trade names or trademarks and that all such rights and goodwill are, and shall remain, vested in didXL.
- 9.3. The Customer shall not use didXL's name or any trademarks or service marks without the prior written consent of didXL. The Customer shall submit to didXL for prior written approval copies of all marketing and advertising materials incorporating didXL's name, its

trademarks or service marks that the Customer proposes to use in its marketing and advertising activities prior to the use of such material.

- 9.4. In the event that didXL provides any software, the Customer shall use this software only as strictly necessary to resell the Services and it shall comply in all respects with the terms and conditions of any license to use the software.

10. LIABILITY AND EXCLUSION OF WARRANTIES

- 10.1. Each Party acknowledges that it does not do so on the basis of, and does not rely on any representation, warranty or other provision except as expressly provided in these TCs and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.2. Customer will see to it that it makes no representations or warranties concerning the Services, other than those which are consistent with didXL's own representations and warranties, as set forth in these TCs. Therefore, didXL cannot accept any liability for damages, suffered by Users, related to Customer's (non) performances under these TCs. Customer fully indemnifies didXL, its officers, directors, employees and agents, against any and all claims of its Users, including but not limited to all costs directly or indirectly arising out of such claim, such as reasonable costs for legal assistance.
- 10.3. didXL can only be held liable for direct damages resulting from an attributable failure of its obligations under these TCs. Direct damages in this respect exclusively mean:
 - a) All reasonable costs incurred by Customer in order to have didXL's performances meet its obligations under these TCs.
 - b) All reasonable costs incurred by Customer in order to prevent or limit any direct damages as meant in this article.
 - c) All reasonable costs incurred by Customer in order to establish the nature and scope of the direct damages as meant in this article.
 - d) Anyway liability is limited to MRCs for one month per case, and 2 months MRCs for any 12 months period
- 10.4. Any and all liability for indirect damages, including but not limited to consequential damages, loss of profit, loss of turnover and damage of reputation, is excluded.
- 10.5. The Customer shall indemnify didXL from and against any and all costs, expenses, (including penalties and reasonable legal fees), claims, demands and actions arising from or related to:
 - any breach of these TCs; or
 - any misuse or fraudulent use of the Services.

11. TERM AND TERMINATION

- 11.1. This Agreement shall commence on the date of acceptance by the Customer and shall continue to be in force for a minimum period of 24 [twenty four] months.
- 11.2. Either Party may immediately terminate this Agreement upon written notification to the other Party and without becoming liable for damages suffered as a consequence of such termination by the other Party if:
 - a) the other Party commits a material breach of its obligations under the Agreement and, in case of a breach capable of remedy, such breach is not remedied within fourteen days of that other Party being specifically required to do so; or
 - b) the other Party does not comply with the all relevant laws, regulations and code of conduct.
 - c) the other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into voluntary or compulsory liquidation (other than for the purpose of amalgamation or reconstruction) or a receiver or administrator is appointed over its assets; or
 - d) the other Party ceases or threatens to cease to carry on all or any substantial part of its business.
- 11.3. didXL may immediately terminate this Agreement upon written notification to the Customer and without becoming liable for damages suffered as a consequence of such termination by the Customer if:

- (a) didXL's License expires or is revoked, or a license under which the Customer uses the Services expires or is revoked;
- (b) in didXL's opinion the same is necessary to avoid any breach of didXL's License;
- (c) didXL is directed by the applicable regulator or other competent authority, to cease to provide the Service;
- (d) The provision of the Service would cause a breach of the applicable legislation or order or direction of the applicable regulator or other competent authority; or
- (e) the Customer or any User is guilty of any conduct, which in didXL's reasonable opinion is prejudicial to didXL's interests, including but not limited to in case of any misuse or fraudulent use of the Service

12. EFFECT OF TERMINATION

- 12.1. Upon the termination of Agreement for any reason Customer shall (i) immediately return the originals and any copies of all documents and materials provided to it by didXL and (ii) shall cease to use, promote, market, advertise and sell the Services. In no event will didXL be liable to Customer for any damages suffered as a consequence of the termination of the Agreement as far as this is allowed by local law.
- 12.2. TCs shall remain in full force after termination of any Agreement between Customer and didXL

13. CONFIDENTIALITY

- 13.1. Neither Party will disclose to any third party, the terms of this Agreement, and all plans, designs, drawings, trade secrets, business, and other proprietary or confidential information of the other Party disclosed during the Term, unless such disclosure is
 - (i) necessary to satisfy the rules, requirements and/or regulations of any federal, state, or local governmental agency;
 - (ii) otherwise required to be disclosed by law;
 - (iii) necessary in any legal proceeding establishing rights and obligations under this Agreement or
 - (iv) to a Party's accountants, auditors, and attorneys which are bound by the same confidentiality obligations set forth herein.
- 13.2. Violation by either Party or its agents, of the foregoing provision shall entitle the other Party to seek an injunction or restraining order, in addition to any other remedies available at law or in equity. The restrictions and obligations imposed by this section of the Agreement shall continue in force and effect for a period of two (2) years from the date of disclosure by either Party.

14. FORCE MAJEURE

- 14.1. Except for payment obligations, neither Party shall be responsible for the performance of its obligations hereunder where such non-performance is due to causes beyond that Party's reasonable control, including without limitation acts of God, fire or other natural catastrophes, explosion, vandalism, strikes, labor disputes, cable cuts, outages, acts of any governmental body; national emergencies; insurrections; riots; wars; terrorism or any act or omission of any third party. The parties agree that market conditions and/or fluctuations shall not be deemed force majeure events.

15. NOTICES

- 15.1. In order to be valid all notices concerning the Agreement and the execution thereof will be send in writing to the registered address of didXL and Customer AND by e-mail to:
 - didXL: nils@didxl.com AND legal@didxl.com

16. VARIOUS ISSUES

- 16.1. didXL may from time to time update TCs. Latest version of the TCs will always be published on the customer Interface accessible via www.didxl.com.
- 16.2. If any part of these TCs is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 16.3. Nothing in these TCs shall create or be deemed to create a partnership or joint venture between the Parties and neither Party shall be responsible for the acts or omissions of the employees or representatives of the other Party.
- 16.4. The Customer shall not assign or transfer his rights or obligations under these TCs without the prior written consent of didXL, such consent not to be unreasonably withheld except that didXL shall have the right to assign or transfer any of its rights and obligations to an Associated Company upon written notification to the Customer.
- 16.5. In its promotional material didXL is allowed to make a reference to the Customer.

17. GOVERNING LAW

- 17.1. These TCs are governed by the laws of Poland without reference to its principles of conflict of laws
- 17.2. Parties submit to the exclusive jurisdiction of the Polish Courts in Warsaw.