# General Terms and Conditions (GTC) didXL B.V.

*Last updated 3 July 2026*

**TAKING INTO CONSIDERATION THAT:**

- didXL provides services which consist of the allocation of Numbers, the delivery of calls and SMS's from/ to Numbers
- The service offered to the Service Provider doesn't intend to replace traditional telephony service (POTS, PSTN/ISDN) unless stated otherwise in Service Description or otherwise agreed between the Parties.
- Service Provider provides Services to its Customers and End Users
- In order to be able to provide such Service, Service Provider wishes to obtain Numbers and Services from didXL
- didXL is willing to provide these services to the Service Provider,
- Parties wish to lay down their respective rights and obligations with respect to these services in this Agreement.

## 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.

**Abuse:** Any unlawful, fraudulent, deceptive, or otherwise prohibited use of the Service or a Number.
**Abuse Case:** Any instance in which the Supplier is contacted by a National Regulatory Authority, local law enforcement agency, telecommunications operator, or any other third party in connection with an investigation into Abuse involving one or more Numbers.
**Agreement:** any customer or bilateral Master Service Agreement made between didXL and the Parther.
**Associated Company:** means didXL's ultimate holding company, shareholder or any subsidiary thereof.
**API:** Application Programming Interface
**Backorder:** An order that is not instantly fulfilled due to lack of stock or specific document requirements.
**Block Order**: An order for Numbers that are bought as part of a consecutive series or in bulk.
**Call:** a transmission path between a caller and the Service Provider 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, SMS, internet, mail.
**Credit Limit** –total allowed debt of debtor party to creditor party. Where total debt is defined as the sum of unpaid invoices issued and unbilled Services for the current period.
**Service Provider:** Natural person or legal entity ordering a Service from didXL.
**didXL** didXL BV, Registered under 14116763, having its registered office at Bramenhof 9, 3862WR Nijkerk, The Netherlands and VAT number NL820808672B01.
**Customer:** the customer of the Service Provider.
**End User**: ultimate and final user of the Number.
*Note1: Service Provider can be end user themselves,*
*Note2: Customer can be End User.*
**End User Information:** A data set containing at least the following information: name, place of residence or business (street, number, zip code, city, country) and any other relevant information.
**Emergency Services:** A caller is given a fast and easy means of giving information about an emergency situation to the appropriate emergency organization (e.g., fire department, police, ambulance). Emergency calls will be routed to the emergency services in accordance with national regulations. didXL infrastructure does not necessary support or carry Emergency calls. Emergency calls are provided only for PSTN Numbers to the destinations specified in the Service Description. Customer is responsible for informing its End Users about such Emergency calls limitations as required by laws.
**License:** means the required telecom license granted.
**Local Termination Service:** routing by didXL of in country Calls originated from Numbers via local in country routing to the destinations provided in Local Termination price list.
**MCC**: Mobile Country Code
**Minimum Duration**: The minimum number of calendar months a customer needs to keep the Number after it has been allocated.
**MNC**: Mobile Network Code
**MRC:** Monthly Recurring Charge (monthly payment)
**MSA:** Master Service Agreement is framework agreement didXL and Service Provider might have signed.
**Notice Period:** the number of calendar months the customer needs to give notice upon canceling.
**NRC:** Non Recurring Charge (one of charge)
**NRA:** National Regulatory Authority, the telecommunication licensing and/or numbering administration, and/or regulatory authority in the Territory that corresponds to the international code of the supplied Numbers.
**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 Service Provider under the provisions of these GTCs.
**PSTN Replacement Service:** Local Termination Service including routing of calls to Emergency Services and possible other Number ranges as defined in PSTN replacement prefix list.
**PSTN Number:** a Number for which the PSTN Replacement Service is enabled.
**Service**: the allocation of Number(s) and the delivery of Voice and SMS Traffic to and from Service Provider.
**SOF** Service Order Form can be confirmed offline in writing or on line via the Service Provider Interface on www.didxl.com.
**Service Description:** Relevant details, features, minimum service duration and restrictions of the provided Services as shown to the customer in our pricelists, prefix lists, product sheets and information shown and agreed upon in the order process.
**Shared Cost Number** – Number to which the costs of Calls are shared by the person calling the number (usually a local rate applies) and the End User, the Service Provider and/or Customer
**SMS:** Short Message Service.
**SMS-C:** SMS Center - part of Party's infrastructure responsible for handling SMS operations in the network (receiving and sending SMS between Parties).
**Submitted SMS:** means one Party has accepted SMS sent from the other Party and submits it for onward routing.
**Traffic:** all voice, SMS and data traffic generated by the use and promotion of the Services by the Service Provider or End Users
**Toll Free Number:** Number to which Calls are paid by Service Provides or Customer and are free of charge to the caller.
**Web portal or Portal** username/password protected online system used by the Service Providers for ordering and configuration of Service.

## 2. General

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

## 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 whom didXL has entered into and to an agreement, for the completion of the Call by didXL,
- The allocation of Numbers to the Service Provider via Web-portal and/or API.
- The conveyance of in- country Calls from Numbers to the destinations provided in the pricelist.
- The conveyance of SMS from Supplier SMS-C to numbers allocated to Service Provider.
- The conveyance of SMS from numbers allocated to Service Provider to MCCs, MNCs that are supported by Supplier

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 effort's 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 Service Provider.

3.5. The Service Provider may place orders via Web-portal, API or SOFs for the Services pursuant to this Agreement. Information which Services are enabled for Numbers, detailed conditions and limitations of Service usage are provided in the Service Description.

3.6. Upon request and subject to applicable law, including but not limited to applicable privacy regulations, Service Provider shall, at didXL's first request, make relevant information available concerning the services that Service Provider 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. didXL is allowed, after informing the Service Provider, to de-allocate numbers that didn't have any usage for 3 months.

3.9. didXL is allowed to change the conditions of the Service. Rate increases can be given upon 7 days' notice. In case cost changes are mandated by relevant Regulatory Authorities within less than the notice period, price changes will be effective according to the mandate and didXL will inform Service Provider as soon as it is practically possible to do so. Service Provider has the right to reject the rate increase and terminate the Service. If the Service Provider does not agree to the rate increase, it is allowed to discontinue using Services as of the date the rate increase becomes effective. If the Service Provider continues to use Services where the rate was changed, it is considered that the Service Provider agrees with the rate change.

3.10. didXL may decrease its rates at any time by written notice to the Service Provider.

3.11. didXL's SMS or outgoing Calls enabled Numbers must not be used for outgoing SMS or in-country Calls via third party providers. Only MCC, MNC supported by Supplier can be used for the routing of SMS by Service Provider.

3.12. In the event didXL or any other telecommunications operators register traffic to European Union Numbers originated from outside the European Economic Area (EEA) without presenting a-number or with a changed a-number, didXL will have the right to (i) suspend the provided Service immediately and (ii) charge an additional 0.9 Eur/ 0,95 USD /min for each minute sent without a-number or changed a-number to the Service Provider.

3.13. In case of sending SMS, the sender's field of SMS may contain only the name identifying the sender, which the End User is entitled to use in accordance with applicable regulations, or on the basis of contracts or granted permits, with the remark that this does not apply to the situation in which the name used in the SMS sender field does not raise any doubts that it is commonly used and does not identify any entity. These requirements apply to both alphanumeric and numeric (9 digital) names.

3.14. Service Provider shall be liable for all charges for Services (subject right to dispute amounts in good faith as set forth herein), including without limitation, and if applicable, any fraudulent usage charges. In no event shall didXL be liable for the fraudulent or illegal use of the Services by any Customers or End-Users of the Service Provider or by any other third party, or for any amounts that the Service Provider is unable to collect for any reason from its Customers, End-Users, or others and Service Provider shall fully indemnify and hold didXL harmless from any such fraudulent or uncollectible use of Services.

3.15. To enable the Service Provider to provide telecommunication services using a Polish Number, didXL shares the Numbering for the existing remuneration in accordance with 128th article, of the **Polish** Act of 16 July 2004, Telecommunication Law.

3.16. When directly or indirectly Numbers are allocated to end users offering call center activities using an Italian Number, the Italian act Legge nr. 232 del 2016, article 1 comma 243 applies, most important points from this act:

a) Starting from 1 January 2017, it is compulsory to inform the caller about the location of the call center operator who is answering (agent)

b) In case the agent is located outside the European Community it must be possible to immediately forward the call to another call center located in the European Community.

c) Penalties for non-compliance with this law range from 50 000 Euro up to 150 000 Euro towards Service Provider offering Call Center Activities.

## 4. PROVISION OF NUMBERS

4.1. Service Provider may request didXL to allocate Service Provider with Numbers. The Numbers will remain activated for the Service Provider during the agreed term as further specified in the cancellation clauses in paragraph 6.4.

4.2. Numbers can be ordered in different ways:

a) Manually via the didXL web portal,

b) With automated API requests,

c) Offline by contacting didXL sales and signing of SOF.

4.3. The allocation of Numbers to Service Provider does not constitute any transfer of any property or other rights with regard to the Numbers.

4.4. Service Provider 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:

- Service Provider is in breach of its obligations under these GTC,
- 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 or from this Number for three consecutive months.

4.6. didXL shall have the right to monitor any Calls made to/from any Number for the purposes of ensuring compliance with the applicable legislation or lawful orders.

4.7. In case Numbers are allocated to the Service Provider on multiple accounts, these GTC 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. Service Provider acknowledges and agrees that didXL's infrastructure does not necessarily support or carry emergency calls with exception of the defined prefixes in the relevant Service Description of PSTN replacement numbers. In order to make emergency calls that are not part of the Service Description, Service Provider will require other means. Service Provider 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 Service Provider to sub-allocate the Services to its Customers and end users unless stated otherwise in relevant Service Description.

5.2. In the event that Customer sub-allocates the Service, it will remain fully liable to didXL for the sub-allocated Services and it will take care to be fully compliant for these cases with the concerned legislation and any additional rulings in this respect. Service Provider will comply with all reasonable instructions and guidelines of didXL in relation to the promotion, marketing and sub-allocation of the Services.

5.3. Service Provider guarantees that any agreement with its Customers shall include all relevant terms and conditions and guarantees that such Customers adhere to and

comply with all relevant terms and conditions of these GTC.

5.4. Service Provider will be liable for all damages that occurred by didXL as a consequence of a breach of its obligation of these GTC. The Service Provider 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 GTC and/or any misuse or fraudulent use of User of the Services.

5.5. Service Provider 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 SERVICE PROVIDER

6.1. The Service Provider guarantees to didXL that it and any Customer or End 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 Service Provider and its Customers 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 Service Provider 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 Service Provider's organisation or method of doing business, which might affect the performance of the Service Provider hereunder,
h) Only use and connect (telecommunication) equipment that is in good working order,and complies with all applicable standards and approvals,
i) Notify didXL of any promotions, marketing or other activities likely to cause material changes to the volume, duration or frequency of calls made to/from 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.
m) The Service Provider shall under no circumstances send Unsolicited SMS Traffic to Supplier's platform unless it is agreed otherwise, or such SMS is allowed according to the Service Description. The Service Provider should at all times ensure that the Service Provider's agreements with customers contain clause that prohibits sending Unsolicited SMS traffic.
n) Service provider is responsible for ensuring that all SMS traffic is compliant with messaging standards. It is the Service Provider's responsibility to take appropriate actions to stop SMS traffic that is not SMS messaging standards compliant.

6.2. For each Number the Service Provider is obligated to know the End User

a) In some countries End User Information is required up front (see Service Description). Therefore, the Service Provider can create Profiles in Web-portal or via API. In the **Profiles** the End User Information can be stored. The information in the Profiles will be passed on to the official authorities in abuse cases.
b) In those countries where end user information is not required up front, the Service Provider is responsible to store End User Information themselves. Service Provider 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**).
c) Within 24 hours from didXL's first request, Service Provider must make available to didXL (i) the End User Information and (ii) all relevant information concerning the services Service Provider is providing.
d) Service Provider shall appoint a contact person that will be available 24h/7days to didXL. At the latest upon the Effective Date, Service Provider shall make available the contact person's contact details (including mobile phone number and email address) to didXL.
e) Service Provider 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.
f) Abuse cases might affect all Numbers (sub) allocated to the same End User / Profile.
g) Service Provider 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 GTC
h) Service Provider is responsible for provision of correct End User location data (street, number, zip code, city, country, etc.) and/ or other information required for provision of Emergency Service. didXL does not assume the responsibility if Emergency Service is not provided because of the wrong End User location data and/ or other required information.
i) Any inquiry for End User Information related to an Abuse Case, as evidenced by a formal investigation request from a third party, is subject to an administrative fee as specified in the Price List.

6.3. If Service Provider goes bankrupt or for any other reason cannot, or doesn't want to, continue services described in these GTC, all End User information will be made available to didXL to allow didXL to inform the end-users about developments of Service Provider. Furthermore Service Provider will fully cooperate in assuring didXL's continued service towards the End Users.

6.4. Cancelation of Numbers:

a) Individual Numbers can be cancelled with a Notice Period while respecting the Minimum Duration.
b) Numbers ordered in Block Orders or Backorders should always be cancelled together, while respecting Minimum Duration and Notice Period.
c) Minimum Duration and Notice Period for each number type are listed in the Service Description (in Calander months), where the first calendar month starts on the first day of the month following the cancellation.
d) didXL may charge the remaining monthly charges when a number is ported-out before the Minimum Duration is fulfilled.

6.5. Any breach of the obligations of service provider may be deemed Abuse as defined in this agreement, and any resulting investigation or inquiry may trigger an administrative fee in accordance with clause 6.2.i). This fee is separate from, and does not include, any fines imposed by regulatory bodies or other competent authorities, which will be charged independently and in addition.

## 7. INVOICING

7.1. DidXL will open a prepaid account for the Service Provider. DidXL will send an invoice for every top-up payment the Service Provider makes.

7.2. With a positive balance the Service Provider can order new numbers and receive or make calls. If during the month the balance becomes zero or negative the Service Provider cannot order new numbers, receive or make calls with existing numbers. Full service operations will be available again after receipt of prepayment and restoration of a positive account balance.

7.3. DidXL will send monthly **Usage Statement(s)** in the beginning of Month T containing
- a. NRCs for Numbers bought during month T-1
- b. Pro-rated MRCs for Numbers bought during month T-1
- c. MRCs for all allocated Numbers for month T
- d. Porting fees for month T-1
- e. Traffic charges/ for month T-1
- f. The Usage statement(s) will be withdrawn from the prepaid balance.

7.4. Each customer will choose or be assigned by didXL one main **Invoice-Currency**. Available options EUR/USD/PLN. Prices listed in a different currency will be exchanged to the Invoice-Currency using the official exchange rate from the last working day of the month (T-1)

7.5. Service Provider can request postpaid terms. Upon evaluation and acceptance didXL will at its discretion replace the Usage Statement with a **Usage Invoice** which needs to be paid within 5 days.

7.6. In case the sum of the Usage Invoice in 7.5 is negative didXL will send a **Pro Forma Invoice**. The Service Provider is entitled to send an invoice to didXL with the same amount as mentioned on the Pro Forma invoice. Payment period of this invoice is 35 days.

7.7. didXL can set up a Credit Limit to Service Provider in case of post payment terms. The amount of the Credit Limit from didXL to Service provider is 1000 EUR.

7.8. didXL will have the right to suspend the Services to Service provider (i) if the Service Providers indebtedness exceeds its Credit Limit or (ii) if the Service Provider does not pay the amount exceeding its Credit Limit until the date indicated in the Request for Advance Payment (RAP) issued as specified below. Indebtedness includes charges: (a) invoiced but not yet paid, and (b) incurred but not yetinvoiced.

7.9. didXL shall send the RAP to the Service Provider exceeding its Credit Limit. The amount of the RAP shall be the incurred amount for the current month. The RAP, and all other open invoices, shall be due and payable within 2 (two) calendar days after the RAP's date.

7.10. Message fees will be charged for any Submitted SMS message sent between Parties, regardless of whether these SMS are successfully delivered to their final destination.

7.11. The maximum size of SMS is 160 alphanumeric characters coded on 7 bits or not more than 140 bytes of data in a binary form, in accordance with ETSI GSM standards. In case of one-time sending of a SMS containing more than 160 alphanumeric characters or more than 140 bytes of data in binary form, the text or data are divided into the appropriate number of SMS, each of which is charged individually. In case of sending a SMS containing special characters (eg. ą, ę, ł) using a telephone set coding for special characters (UNICODE mode), the length of one SMS is up to 70 alphanumeric characters

7.12. Invoicing will be based on Supplier billing system. Billing disputes can only be raised if the difference is more than 25 (twenty-five) Euros (or equivalent) and/ or more than two percent (2%) of the invoice.

7.13. In the event of a bona fide billing dispute to an invoice, Service Provider shall notify didXL 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. In case Service provided disputes an invoice Service Provider may withhold payment of the disputed part of the invoice and pay the undisputed part as per this GTC. Service Provider and didXL will cooperate in good faith to resolve any such disputes within a reasonable timeframe.

7.14. DidXL shall not be obliged to pay the Service Provider 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 Service Provider in writing about any such fact including the reason for non-payment. Such a notice shall be deemed effective if sent to the Service Provider before the due date of any Revenue Invoice for the Services subject to non-payment already issued.

7.15. Bank account details didXL

a) **Bank transfers in EURO**
**Bank**:Rabobank
Croeselaan18
3521 CB Utrecht
The Netherlands
IBAN: NL43 RABO 0147 7609 33 **(€!)**
BIC/SWIFT: RABONL2U

b) **Bank transfers in USD**
**Bank**: Alior Bank S.A.
Address: Lopuszanska 38D
02-232 Warsaw, Poland
IBAN: PL74 2490 0005 0000 4600 7181 9446 **(us!)**
BIC: ALBPPLPW

**c) PayPal email: paypal-nl@didxl.com**

7.16. Service provider will bear all bank charges including bank charges charged by intermediate banks. DidXL will only credit the received net amount for all received payments (bank wires, PayPal payments, credit card etc etc).

7.17. Billing method; Incoming and outgoing Calls are billed as described below:
- a. Total call length of an individual call will be calculated in seconds with 1 second increments (so called 1/1 billing-method) unless otherwise indicated in the relevant Service Description.
- b. Total minutes per month will be calculated as the sum of all individual calls in that month

## 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. Service Provider 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 GTC shall give the Service Provider 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 Service Provider 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 Service Provider shall not use didXL's name or any trademarks or service marks without the prior written consent of didXL. The Service Provider 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 Service Provider 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 Service Provider 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 GTC and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.2. Service Provider 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 GTC. Therefore, didXL cannot accept any liability for damages, suffered by Customers or End Users, related to Service Provider's (non) performances under these GTC. Service Provider fully indemnifies didXL, its officers, directors, employees and agents, against any and all claims of its Customers and End 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 GTC. Direct damages in this respect exclusively mean:

a) All reasonable costs incurred by Service Provider in order to have didXL's performances meet its obligations under these GTC.
b) All reasonable costs incurred by Service Provider in order to prevent or limit any direct damages as meant in this article.
c) All reasonable costs incurred by Service Provider in order to establish the nature and scope of the direct damages as meant in this article.
d) In any case, liability is limited to the MRCs for one month per case based on the month of the incident, 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 Service Provider 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 GTC, or
- any misuse or fraudulent use of the Services.

## 11. TERM AND TERMINATION

11.1. An Agreement signed under these GTC shall commence on the date of acceptance by the Service Provider and shall continue to be in force for a minimum period of 24 [twenty-four] months.

11.2. After the initial period a 3 [three] month notice period exists.

11.3. 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 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.

11.4. didXL may immediately terminate an Agreement upon written notification to the Service Provider and without becoming liable for damages suffered as a consequence of such termination by the Service Provider if:

(a) didXL's License expires or is revoked, or a license under which the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider for any damages suffered as a consequence of the termination of the Agreement as far as this is allowed by local law.

12.2. GTC shall remain in full force after termination of any Agreement between Service Provider and didXL

## 13. CONFIDENTIALITY

13.1. Neither Party will disclose to any third party, the terms of this GTC, Agreement, Service Description, 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 GTC 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 sent in writing to the registered address of didXL and Service Provider AND by e-mail to:

**didXL**:
- General Support@didxl.com
- didXL: nils@didxl.com AND legal@didxl.com
- Price notifications – rates@didxl.com
- Invoices – invoice@didxl.com

**Service Provider:**
The details as specified in the Agreement

15.2. Written notices on rate changes are deemed to be accepted either:
- Service Provider confirms rate-changes receipt by e-mail,
- Service Provider continues using the Service on the day the changes came into force while preserving the aforementioned terms as further specified in clause 3.10

## 16. VARIOUS ISSUES

16.1. didXL may from time to time update GTCs. Latest version of the GTC will always be published on the Service Provider Interface accessible via www.didxl.com.

16.2. If any part of these GTC or an Agreement 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 the Agreement or this GTC which shall continue to be valid and enforceable to the fullest extent permitted by law.

16.3. Nothing in these GTC 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 Service Provider shall not assign or transfer his rights or obligations under these GTC 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 Service Provider.

16.5. In its promotional marketing materials and website, didXL is allowed to make a reference to the Service Provider and display its name and logo.

16.6. In Malta didXL resells the Service of Vanilla Telecoms Limited. All Local Termination calls from Maltese Numbers will solely be terminated via the Maltese network of Vanilla.

16.7. In Croatia didXL sells the Service of Fenice Telekom Grupa d.o.o. All Local Termination calls from Croatian Numbers will solely be terminated via the Croatian network of Fenice Telekom Grupa d.o.o.

16.8. Customers using French DIDs for telemarketing (LT) traffic must comply with applicable French regulations, including obtaining valid prior consent from consumers, retaining proof of consent for at least three years, respecting consent validity and withdrawal requirements, and adhering to permitted calling times and frequency limits. Cold calling is prohibited in certain sectors, including energy renovation, housing adaptations for loss of autonomy, and personal training accounts (CPF). Customers are solely responsible for ensuring compliance with all applicable requirements and any associated penalties**.**

## 17. GOVERNING LAW

17.1. These GTC are governed by the laws of Netherlands without reference to its principles of conflict of laws

17.2. Parties submit to the exclusive jurisdiction of the Dutch Courts in Utrecht.