

General Terms and Conditions (GTC) Cloud 2 Voice

TAKING INTO CONSIDERATION THAT:

- Cloud 2 Voice provides services which consist of the allocation of Numbers, the delivery of calls made 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 EndUsers
- In order to be able to provide such Service, Service Provider wishes to obtain Numbers and Services of Cloud 2 Voice
- Cloud 2 Voice 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.

Associated Company: means Cloud 2 Voice ultimate holding company, shareholder or any subsidiary

API: Application Programming Interface

Call: a transmission path between a caller and the Service Provider passing through Cloud 2 Voice 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

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 Cloud 2 Voice
Cloud 2 Voice, having its registered office at 733, 447 Broadway, 2nd Floor,
New York, NY, US, 10013

Customer: the customer of the Service Provider

End User: ultimate and final user of the Number *Note1: Service Provider can be ending user themselves Note2: Customer can be End User*

Emergency Services: A caller is given a fast and easy means of giving information about an emergency 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. Cloud 2 Voice infrastructure does not necessary support or carry Emergency calls. Emergency calls are provided only for PSTN Numbers to the destinations specified in the price list. 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 Supplier of in country Calls originated from Numbers via local in country routing to the destinations provided in Local Termination price list.

MRC: Monthly Recurring Charge (monthly payment)

MSA: Master Service Agreement is framework agreement Cloud 2 Voice and Service Provider 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 Cloud 2 Voice that is implemented in Cloud 2 Voice 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 price list.

PSTN Number: A Number for which the PSTN Replacement Service is enable.

Service: the allocation of Number(s) and the delivery of Traffic to Service Provider

SOF Service Order Form can be confirmed offline in writing or online via the Service Provider Interface on www.cloud2voice.com:

Services: the termination and origination of Calls made to/ from Numbers and the allocation of Numbers to Service Provider

Service Description: Relevant details, features and restrictions of the provided Services.

Shared Cost Number – Number to which the costs of Calls are shared by the End User and the Service Provider or Customer

GTCs: the latest version of Terms and Conditions Cloud 2 Voice, inc.

Traffic: all voice and data traffic generated by the promotion of the Services by the Service Provider or End Users

Toll Free Number: Number to which Calls are paid by Service Provider or Customer and are free of charge to End User.

Shared Cost Number – Number to which the costs of Calls are shared by the End User and the Service Provider or Customer.

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 MSA. The MSA will overrule the GTCs.

3. PROVISION OF THE SERVICE

- 3.1. The Service consists of:
 - The conveyance of Calls to Numbers implemented on the infrastructure of Cloud 2 Voice or other third parties with who Cloud 2 Voice has entered into and to an agreement, for the completion of the Call by Cloud 2 Voice.
 - 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.
- 3.2. Cloud 2 Voice shall, to the best of its ability, do its utmost to provide the Service with minimum disruptions. All 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 Cloud 2 Voice have, to the best of its knowledge, been determined based on data known to Cloud 2 Voice when it entered into the Agreement. Cloud 2 Voice 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 Cloud 2 Voice to be in default.
- 3.4. Cloud 2 Voice 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 from time to time pursuant to this Agreement. Information which Services are enabled for Numbers; detailed conditions and limitations of Service usage are provided in the Product Description.
- 3.6. Upon request and subject to applicable law, including but not limited to applicable privacy regulations, Service Provider shall, at Cloud 2 Voice 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, Cloud 2 Voice will do its utmost to keep the number of affected Numbers as low as possible.
- 3.8. A number of service features available via Public Telephony Services (PSTN), including but not limited to access to emergency services and directory inquiries, may not be provided over the Service.
- 3.9. Cloud 2 Voice is allowed, after informing the Service Provider, to de-allocate numbers that didn't have any usage for 3 months.
- 3.10. Cloud 2 Voice 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 Cloud 2 Voice will inform Service Provider as soon as it is practically possible to do so. Service Provider has the right to reject the bespoke rate increase and terminate the Service. If the Service Provider does not agree to the price change, it is allowed to discontinue using Services as of the date the price increase becomes effective. If the Service Provider continues to use Services where the price was changed, it is considered that the Service Provider agrees with the price change.
- 3.11. Cloud 2 Voice may decrease its rates at any time by written notice to the Service Provider.
 - 3.12. Cloud 2 Voice outgoing Calls enabled Numbers must not be used for outgoing SMS or Calls via third party providers.
 - 3.13. In the event Cloud 2 Voice 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; Cloud 2 Voice will have the right to (i) suspend the provided Service immediately and (ii) charge an additional 0.9 Eur/min for each minute sent without or changed a-number to the Service Provider.
 - 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 the Supplier 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 such party shall fully indemnify and hold the Supplier harmless from any such fraudulent or uncollectible use of Services.
 - 3.15. DIDs that were bought as part of a consecutive Block of Numbers cannot be canceled on an individual basis (e.g. id Service Provides buys cannot cancel 4822111158 if this Number was bought as range 48221111xx)
 - 3.16. To enable the Service Provider to provide telecommunication services, Cloud 2 Voice shares the Numbering for the existing remuneration in accordance with 128th article, of the **Polish** Act of 16 July 2004, Telecommunication Law.
 - 3.17. When directly or indirectly Numbers are allocated to end users offering call center activities in **Italy** the Italian act Legged 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 Cloud 2 Voice to allocate Service Provider with Numbers from time to time. The Numbers will remain activated for the Service Provider during the agreed term.
- 4.2. Numbers can be ordered in different ways:
 - a) Manually via the Cloud 2 Voice web portal
 - b) With automated API requests
 - c) Offline by contacting Cloud 2 Voice 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 regarding 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. Cloud 2 Voice 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 this Number for three consecutive months.
- 4.6. Cloud 2 Voice 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. Cloud 2 Voice takes steps to ensure maximum accessibility of its Numbers by as many mobile and fixed networks as possible through interoperability of Services. However, as Cloud 2 Voice relies on the interoperability of services from its local partners in each country for end-to-end connectivity, Cloud 2 Voice 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 Cloud 2 Voice infrastructure does not necessarily support or carry emergency calls. In order to make such calls 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.
 - 4.10. To enable the Service Provider to provide telecommunication services, Cloud 2 Voice shares the Numbering for the existing remuneration in accordance with 128th article, of the Polish Act of 16 July 2004, Telecommunication Law.

5. PROMOTION OF THE SERVICES

- 5.1. Cloud 2 Voice 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. If Customer sub-allocates the Service, it will remain fully liable to Cloud 2 Voice 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 Cloud 2 Voice 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 Cloud 2 Voice as a consequence of a breach of its obligation of these GTC. The Service Provider shall indemnify and hold harmless Cloud 2 Voice 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 Cloud 2 Voice or its Services.

6. OBLIGATIONS OF SERVICE PROVIDER

The Service Provider guarantees to Cloud 2 Voice that it and any Customer to whom it delivers the Service shall:

- a) not alter, adapt or modify the Services in any way without the prior written consent of Cloud 2 Voice.
- 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 Cloud 2 Voice and simultaneously all relevant authorities.

- d) provide such information and take such steps as maybe necessary in order to enable Cloud 2 Voice to comply with all relevant laws, regulations and code of conducts and carry out any investigation concerning a Service.
 - e) at Cloud 2 Voice 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 Cloud 2 Voice or any third-party intellectual property rights.
 - g) promptly notify Cloud 2 Voice of any changes in the Service Provider's organization 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, complies with all applicable standards and approvals.
 - i) notify Cloud 2 Voice of any promotions or 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 autodialing, 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.
- 6.1. 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 Cloud 2 Voice first request, Service Provider must make available to Cloud 2 Voice (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 Cloud 2 Voice. 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 Cloud 2 Voice.
 - 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 Cloud 2 Voice.
 - 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.
- 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. Cloud 2 Voice ~~do~~ not assume the responsibility if Emergency Service is not provided because of the wrong End User location data and/ or other required information.
- 6.2. 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 Cloud 2 Voice to allow Cloud 2 Voice to inform the end-users about developments of Service Provider. Furthermore, Service Provider will fully cooperate in assuring Cloud 2 Voice continued service towards the End Users.
- 6.3. Cancellation of DIDs
- a) The default notice period is one full month. Cancellation requests will be fulfilled at the end of the

month after the request was submitted. Cloud 2 Voice reserves the right to increase the notice period after informing Service Provider by email.

- b) There is no default minimum service term per DID. Cloud 2 Voice however reserves the right to implement a minimum service term per DID, Service Provider will be informed before the minimum service term will be applied. DIDs that were bought as part of a consecutive Block of Numbers cannot be cancelled on an individual basis (eg Service Provider cannot cancel 4822111158 if this Number was bought as range 48221111xx)

7. INVOICING

- 7.1. Cloud 2 Voice will open a prepaid account for the Service Provider. Cloud 2 Voice will send an invoice for every payment the Service Provider makes.
- 7.2. With a positive balance the Service Provider can order new numbers and receive calls. If during the month the balance becomes zero or negative the Service Provider cannot order new numbers or receive calls on existing numbers. Full-service operations will be available again after receipt of prepayment and restoration of a positive account balance.
- 7.3. Cloud 2 Voice will send a monthly **Usage Statement** 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/revenue share for month T-1
 - f. The Usage statement will be withdrawn from the prepaid balance.
- 7.4. Each customer will choose or be assigned by Cloud 2 Voice 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 Cloud 2 Voice 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 6.5 is negative the Cloud 2 Voice will send a **Pro Forma Invoice**. The Service Provider is entitled to send an invoice to the Cloud 2 Voice with the same amount as mentioned on the Pro Forma invoice. Payment period of this invoice is 35 days.
- 7.7. Cloud 2 Voice can set up a Credit Limit to Service Provider in case of post payment terms. The amount of the Credit Limit from Cloud 2 Voice to Service provider is 1000 EUR.
- 7.8. Cloud 2 Voice will have the right to suspend the Services to Service provider (i) if the Service Provider's 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 yet invoiced.
- 7.9. Cloud 2 Voice 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. 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 this Master Agreement. The parties will cooperate in good faith to resolve any such disputes within a reasonable time frame.
- 7.11. Cloud 2 Voice shall not be obliged to pay the Service Provider the revenue shares for the traffic which is not paid to Cloud 2 Voice for any reason provided that, in such a case, Cloud 2 Voice 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.

7.12. Bank account details Cloud 2 Voice

7.13. Service provider will bear all bank charges. Cloud 2 Voice will only credit the received net amount for all received payments (bank wires, PayPal payments, Revolut, Transferwise, credit card etc).

7.14. Billing method

- g. 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 price list.
- h. Total minutes per month will be calculated as the sum of all individual calls in that month.
- i. Minutes per month will be calculated per country and corresponding threshold will apply (can be different per country)

7.15. Revenue shares will be changed when the underlying revenue structure for the Cloud 2 Voice changes as of the day these changes become effective.

7.16. Prices as mentioned in the separate price list

8. SECURITY

- 8.1. Cloud 2 Voice 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 Cloud 2 Voice 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 Cloud 2 Voice 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 Cloud 2 Voice.
- 9.3. The Service Provider shall not use Cloud 2 Voice name or any trademarks or service marks without the prior written consent of Cloud 2 Voice. The Service Provider shall submit to Cloud 2 Voice for prior written approval copies of all marketing and advertising materials incorporating Cloud 2 Voice 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 Cloud 2 Voice 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 Cloud 2 Voice own representations and warranties, as set forth in these GTC. Therefore, Cloud 2 Voice cannot accept any liability for damages, suffered by Users, related to Service Provider's (non) performances under these GTC. Service Provider fully indemnifies Cloud 2 Voice, 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. Cloud 2 Voice 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 Cloud 2 Voice 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 Cloud 2 Voice 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. This Agreement 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. Cloud 2 Voice may immediately terminate this 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) Cloud 2 Voice License expires or is revoked, or a license under which the Service Provider uses the Services expires or is revoked;
 - (b) in Cloud 2 Voice opinion the same is necessary to avoid any breach of Cloud 2 Voice License;
 - (c) Cloud 2 Voice 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 Cloud 2 Voice reasonable opinion is prejudicial to Cloud 2 Voice 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 Cloud 2 Voice and (ii) shall cease to use, promote, market, advertise and sell the Services. In no event will Cloud 2 Voice 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 Cloud 2 Voice

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 sent in writing to the registered address of Cloud 2 Voice and Service Provider AND by e-mail to:
- Cloud 2 Voice:
- General Support@cloud2voice.com
 - Cloud 2 Voice: noc@cloud2voice.com AND legal@cloud2voice.com
 - Price notifications – rates@cloud2voice.com
 - Invoices – invoice@cloud2voice.com
- 15.2 Written notices on price changes are deemed to be accepted either:
- Service Provider confirms rate receipt by e-mail;
 - Service Provider continues sending traffic on the day the changes came into force while preserving the aforementioned terms.

16. VARIOUS ISSUES

- 16.1. Cloud 2 Voice may from time to time update GTCs. Latest version of the GTC will always be published on the Service Provider Interface accessible via cloud2voice.com
- 16.2.
- 16.3. If any part of these GTC 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.
- 16.4. 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.
- 16.5. The Service Provider shall not assign or transfer his rights or obligations under these GTC without

the priorwritten consent of Cloud 2 Voice, such consent not to be unreasonably withheld except that Cloud 2 Voice 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.

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

17. GOVERNING LAW

- 17.1. These GTC are governed by the laws of Netherlandswithout reference to its principles of conflict of laws.
- 17.2. Parties submit to the exclusive jurisdiction of the DutchCourts in Utrecht.