

Terms & Agreements

Version No 3 as of August 17 , 2017

1. THE PARTIES

This document "Terms & Agreements", hereafter referred to as the "Agreement", is agreed between **SmartTel Plus OÜ**, having its registered office at J. Vilmsi tn 47, Kesklinna district, Tallinn city, Harju county, 10126, Estonia and operating under DZINGA trade mark, hereafter referred to as "**STP**", and the Party identified in the associated Registration Form, hereafter referred to as the "**Customer**". The "Customer" is required to provide the necessary identification, as specified in the Registration Form on the STP website <http://dzinga.com/>

2. PRELIMINARY TERMS

2.1. Electronic Signatures and Agreement(s): The Customer hereby agrees to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the <http://dzinga.com/> website. Furthermore, the Customer hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non- electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

2.2. No Emergency Calls: by entering into this Agreement the Customer acknowledges and agrees that the STP services does not intend to support or carry emergency calls.

2.3. Jurisdiction Restrictions: if the Customer is residing in a jurisdiction where it is forbidden by law to offer or use desired services, the Customer may not enter into this Agreement. By entering into this Agreement, the Customer explicitly states that he has verified in his own jurisdiction if the use of desired services is allowed.

2.4. STP may at its sole discretion refuse a Customer's application:

2.4.1. If the information provided is incomplete.

2.4.2. If STP has reason to doubt the accuracy of the information, or it is not supported by the required identification or the required authorization.

2.4.3. If the Customer is known to have committed fraud, or has given any reason to doubt his ability to meet their commitments under this Agreement.

3. SERVICES

3.1. STP agrees to provide the Customer, and the Customer agrees to purchase Services from STP under the terms and conditions set forth in this Agreement. STP services including without limitation the services operated under DZINGA trade mark, hereafter referred to as "Services" means the limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use STP Platform software API's (website, Customer's account and STP payment options), telecommunication services and proprietary process information. The use of licenses in certain areas may be limited by applicable regulation or technical characteristics of the provision of telecommunications services and/or infrastructure, or other technological reasons.

3.2. This Agreement shall apply to all Services provided by STP.

3.3. The Customer acknowledges that the allocation of Numbers as part of the Service does not constitute a transfer of property or sale of numbering rights by STP, and only constitutes a sale of right to use the Services with Numbers. As a result, the Customer is not entitled to claim any such rights to the Services with these Numbers which will be reassigned to.

3.4. Service term is one or more full months, according to the service order, beginning on date that Service is activated. Service orders are renewed automatically for additional terms until cancelled.

4. ACCEPTABLE USE OF SERVICES

4.1. The Customer is prohibited from using the Service for auto-dialing, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting purposes.

4.2. The Customer agrees to indemnify STP against any cost and/or damage and/or expense and/or claim and/or demand, including any made by a third party, arising out of the Customer's or End User's use of the Service in violation of the Acceptable Use of Services, and all costs relating thereto, all of which will immediately be due and payable.

5. RESPONSIBILITIES AND OBLIGATIONS

5.1. STP:

5.1.1. STP will make all reasonable efforts to maintain products suitable for Services.

5.1.2. STP shall notify the Customer as soon as reasonably practical, of any changes in rates payable, or modification to the Service offered.

5.1.3. STP shall provide the Customer with reasonable technical and sales support, which STP in its sole discretion shall consider necessary and appropriate.

5.1.4. STP may from time to time make changes to equipment and other Services. Such changes are at the sole discretion of STP, and may be made without prior consent from the Customer.

5.2. THE CUSTOMER

5.2.1. The Customer shall pay for the Services in accordance with the provisions set forth herein in Section 8.

5.2.2. The Customer shall ensure that it has all necessary approvals, permissions or authorizations for the Services operated through STP including those offered to its End Users. The Customer shall be responsible for the content, quality and delivery of services offered to its End Users, and for ensuring that these services comply with the laws and this

Agreement. If necessary, the Customer undertakes to provide all necessary documents to confirm the possibility to use the Services.

5.2.3. The Customer shall provide STP on request with information or material regarding the service operated through STP, including those offered to its End Users or agents upon and to the extent of any request made by STP.

5.2.4. The Customer shall ensure that services provided are not used for any unlawful purpose whatsoever including the transmission or offering of any information or services which are unlawful, abusive, harmful, threatening, defamatory, or which in any way infringe copyright, intellectual property rights, trademarks, or which is pornographic, or any other material that may cause offence in any way.

5.2.5. The Customer shall hold STP harmless, all fines, claims or administrative expenses resulting charged by any other regulatory body, resulting from this Agreement.

5.2.6. The Customer specifically agrees to indemnify STP against all costs and liabilities arising out of all claims which result from a breach, or an allegation of any breach of any of Customers' obligations set forth in this clause 5.2.

5.2.7. The Customer shall co-operate with STP in relation to any complaints, enquiries or investigations regarding services offered by the Customer. The Customer shall, at the discretion of STP, without limitation bear in full any costs associated with such complaints, investigations, or enquiries or any action whether brought by STP or brought against STP.

5.2.8. The Customer shall ensure that any third party using its facilities shall be bound by the terms of this Agreement.

5.2.9. The Customer is responsible for ensuring that no third party intellectual property right is infringed for a particular service and will hold STP harmless against all costs and liabilities arising out of a breach or allegation of a breach of any such third party's intellectual property rights.

5.2.10. All notices, requests or other communications shall be in writing and addressed to the STP by email. The Customer bears all responsibility concerning the reception of the STP mails, and agrees to keep his email address updated at all time, and he will inform STP of any modification of his email address within 24 hours of the moment of modification.

6. ASSIGNMENT

6.1. The Customer shall not assign the rights and obligations of this Agreement to any other party without the express permission in writing of STP.

6.2. STP may assign the rights and obligation of this Agreement to a third party without the prior consent of the Customer.

7. PROVISION OF SERVICES AND WARRANTIES

7.1. STP will take steps to ensure its Services are reasonably fault free and uninterrupted. However, STP cannot provide a fault free Service. STP gives no warranty that its Services shall be continuous, or will be free from faults.

7.2. STP gives no warranty or guarantee that the Services are satisfactory or suitable for the Customer's purposes. All warranties relating to the Services from STP are excluded, even if implied by statute.

7.3. The parties acknowledge that no representations, warranties or statements made prior to concluding this Agreement form any part of a contract, nor has induced either party into this Agreement.

7.4. The Customer acknowledges that:

7.4.1. The Services provided by STP was not designed for the Customer's individual requirements, and it is up to the Customer to decide if the Services provided by STP are of satisfactory quality and fit for the purpose for which it is used.

7.4.2. STP is reliant on third parties for delivery of Services, and therefore STP can have no liability of whatever nature for any delay or fault to the

delivery of same.

8. RATES, PRICES AND PAYMENT

8.1. All prices are stated on the applicable price list updated from time to time and posted on the website.

8.2. Service charges:

8.2.1. Recurring Fees are charged in advance based on the amount of full months in the order term, beginning from the date of Service activation.

8.2.2. Fees based on usage are charged upon completion.

8.2.3. The Customer is responsible for the full monthly payment when Services are cancelled within the monthly term.

8.3. STP reserves the right to modify prices for Services during the period of this Agreement.

8.3.1. STP may decrease prices for Services without any restrictions.

8.3.2. STP may increase prices:

8.3.2.1. For Services based on a variable charge, changes are effective immediately and are updated in the pricelist associated with Customers' account on the STP website.

8.3.2.2. For all other Services upon written notice to the Customer who will have 30 (thirty) days to reject the said price increase.

8.3.2.2.1. If the Customer does not reject a price increase within this period the Customer will be deemed to be agreed to and accepted by the Customer.

8.3.2.2.2. In case the Customer rejects a price increase STP has the right to terminate the Service.

8.3.3. The relevant Service Order Form shall be deemed amended in accordance with a notice of price amendment.

8.4. STP shall charge and the Customer shall pay for the Services in accordance with the provisions set forth herein.

8.4.1. The Customer shall transfer funds into its STP prepaid account to maintain a credit balance.

8.4.2. Payment may be made via credit card to STP's designated bank account. The following terms apply:

8.4.2.1. STP accepts payments in Euro. A payment in any other currency will be converted by STP to Euro without notice to the Customer. Foreign exchange rates vary and are determined by financial institutions. With no prejudice to the common rule above, STP accepts the payment in currencies other than Euro as and if it is specified in applicable prices and rates as may be offered by STP and accepted by the Customer (by making respective choice while commanding the Services pursuant to the Agreement) and stated in respective STP's invoice.

8.4.2.2. While paying by wire transfer all transaction charges are to be borne by the Customer. STP will recognize only net amounts received. It is Customer's responsibility to determine what, if any charges are being applied to the payment.

8.4.3. If the Customer credit balance is insufficient Services may be automatically suspended until further credit is applied. To avoid suspension of Services, the Customer is advised to regularly check the status of its account, and have a valid credit card or alternative payment form updated on its STP account at all times.

8.4.4. The Customer shall not be entitled to a reimbursement of any prepaid charges save the cases when the Services were not provided or they were not provided in full scope due to reasons within the liability of STP subject to absence of the STP's reciprocal claims to the Customer and subject to availability of a positive Customer balance upon all deductions as may be allowed pursuant to the Agreement

8.4.5. Any interest earned by STP on credit balances in Customer's account

will accrue to STP.

8.5. STP's records shall constitute prima facie evidence of the data contained in such records and shall prevail, absent manifest error, over Customer's records. The Customer's call minutes shall be calculated according to CDR and Pricelist data logged by STP in Customer's account.

8.6. STP shall provide the Customer with invoices and detailed reports regarding the Services and payments debited from its account. STP should be notified of all billing disputes via email to its designated email address support@dzinga.com within 15 days. If the Customer fails to deliver such notification it shall be deemed to have waived its rights to dispute the charges. STP and the Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of the Customer, STP shall issue a credit to the Customer's account for the disputed amount.

8.7. Unless otherwise stated, all amounts payable to STP under this Agreement are exclusive of any tax, except for taxes based on the net income of STP. If under the applicable law the Customer must deduct any taxes from STP receivables, the payment amount will automatically be increased to the extent that STP final amount received is equal to the amount invoiced or otherwise due. The Customer will provide STP with the official statement by the tax authorities due to the obligation to pay any such taxes. The Customer shall also pay such taxes or provide STP with the official statement by the tax authorities evidencing exemption from such taxes.

8.8. With no prejudice to stipulations of Clause 8.7. and within its responsibility for correct invoicing, STP shall be entitled to determine a tax status of the Customer at its own discretion for the purpose of taxation (in respect of VAT and other regulation), provided that STP shall use the information and documents presented by the Customer and shall apply criteria recommended for such purposes by the EU tax authorities in due and fair manner (IP-address, SIM-card zone (if applicable), location of fixed communication circuit, address for invoicing etc.). The Customer shall fairly co-operate with STP and provide it timely with the evidencing

and non-contradicting documents and information, otherwise it shall bear the risk of wrong qualification of the Customer as a taxable or non-taxable person.

9. TECHNICAL SUPPORT

9.1. STP may without liability, prior warning or consent of the Customer, suspend the Service, in the event that it wishes to carry out maintenance, upgrade works, or back-ups. STP will take steps to keep any consequent disruption to the service to a reasonable minimum.

9.2. In the event that the Customer becomes aware of any faults with the Service, it shall notify STP as soon as is practicably possible.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. All Intellectual Property Rights owned by one party shall remain vested in such party, and for clarity, and avoidance of doubt.

10.1.1. All STP's rights of any nature, trade name, trade mark, logo, brand, documents, drawings and information including any access codes provided to the Customer, and information in STP's database accessed by the End Users and the Customer remain vested in STP.

10.1.2. Information provided to the Customer by STP pursuant to this Agreement, pertaining to the Customer's End Users is the property of the Customer.

10.2. The Customer shall not use STP's name, trademarks, or copyrights in any way that implies any approval or connection with the services or products offered by the Customer.

10.3. Any right to use the services, and/or any software related to the services, granted by STP to Customer will only be perceived as a personal, limited, non-exclusive and non transferable license of use by STP of the Services, and/or any software related to the services, for the designated

purpose only.

11. CONFIDENTIALITY

11.1. During and after the period while this Agreement remains in force, both parties shall not disclose to any third party the information gained in connection with this Agreement, nor the terms and payments due, but each parties may disclose to its officers and employees such information as may be required for them to fulfil their proper performance of their duties, and may be used in the proper exercise of its rights and obligations under this Agreement.

11.2. The obligations of confidence and restrictions on disclosure shall not apply in the following circumstances:

11.2.1. Where such information was already known prior to this Agreement.

11.2.2. Where such information was already in the public domain, save as a result of a breach of clause 11.1

11.2.3. Where a third party, who did obtain the same from the disclosing party, disclosed such information to it lawfully; or

11.2.4. Where disclosure is required by law.

11.3. The Customer shall ensure that the confidentiality provisions of this Agreement bind all its employees and agents and shall indemnify STP against loss or damage suffered as a result of a breach of confidence by employees or agents.

11.4. STP shall have the unconditional and irrevocable right to disclose the identity and address of the Customer and any End User in the event of any complaint received from any regulatory or governmental body, or any licensed telecommunications carrier, in connection with services offered by the Customer.

11.5. By entering into this Agreement the Customer acknowledges and agrees that any personal information about the Customer needed for

entering into this Agreement will be used and processed by STP in accordance with all applicable data protection laws. Personal information about the Customer is for individual use only and may not be shared or disclosed except for cases where it is required by law. STP reserves the right to delete Personal information about Customer whose Agreement have been inactive for more than one year.

11.6. With no prejudice to the stipulations of Clause 11.5 the Customer acknowledges and consents to grant STP the right to use de-personified data for statistical or research purposes without limitation.

12. LIMITATION OF LIABILITY

12.1. The Customer acknowledges that the Services shall be provided “on top” of the respective telecommunication services and that STP shall not be liable for its non-performance s entailed by failures in provision of the basic telecommunication services or due to restrictions applied by the operators of the respective network infrastructure.

12.2. STP shall not be liable for any indirect, incidental, special or consequential damages or for interrupted communications, lost data, or loss of profit, or economic loss arising out of or in connection with this Agreement and in particular shall not be liable for any delay in rectification of any such problem.

12.3. STP shall have no liability to the Customer in respect of any demand or claim where:

12.3.1. The demand or claim arises as a result of the Customer's and/or End-User's negligence, misconduct or breach of this Agreement.

12.3.2. If the Customer does not immediately notify STP of any claim.

12.3.3. If the Customer does not give STP full authority to deal with the claim, or does not provide all information requested by STP and complete and proper co-operation for STP to defend the claim.

13. FORCE MAJEURE

13.1. STP shall not be liable for any interruption, delay or failure in service

resulting from any matter or event outside of its control, to include, but not limited to any act of god, inclement weather, storm, flood, drought, lightning, fire, power failure, shortage of power, disturbance to power supplies, disconnection damage or disturbance to telecommunications connections and cables, trade dispute, government action, embargoes, termination of or refusal to grant a license, damage to or loss of equipment or interruption, failure or delay in any service provided to us by any third party including governmental or regulatory authority or telecommunications operator, war, military operations, or riot.

13.2. STP will not accept any liability for the consequences arising out of a force majeure event.

14. INDEMNITY

14.1. Without prejudice to any other indemnity referred to in this or any other Agreement, the Customer agrees to indemnify STP and its parent, subsidiaries, affiliates, officers and employees against any claim or demand, including any made by a third party, arising out of the Customer's or End User's use of the Service and all costs relating thereto. The Customer agrees not to hold STP and its parent, subsidiaries, affiliates, officers and employees responsible for any direct or indirect damage resulting from the use of STP software or services, in particular, but not limited to; the use or impossibility to use the Service, confidence in information obtained, errors and omissions, defects, viruses, delay in transmission, interruption of service or loss of data.

14.2. The Customer agrees to indemnify STP, and its parent, subsidiaries, affiliates, officers and employees against any claim or demand, arising from any act of the Customer or third party including but not limited to:

14.2.1. A breach or allegation of breach of the conditions of this Agreement.

14.2.2. Negligence, misconduct or any allegation of negligence or misconduct by the Customer or by any third party.

14.2.3. The marketing or promotion undertaken by or on behalf of the

Customer.

14.2.4. The service content provided or marketed by or on behalf of the Customer, and all costs relating thereto.

15. TERM & TERMINATION

15.1. Term. The Agreement will be effective as of the date of the Customer acceptance thereof, and will remain effective until terminated by either party as set forth in these Terms of Service.

15.2. Either party shall be entitled to terminate this Agreement by giving to the other not less than thirty (30) days notice of termination.

15.3. Consequences of Termination. Upon termination of the Agreement for any reason all licenses and rights to use the Services shall terminate and the Customer will cease any and all use of the Services.

15.4. STP may terminate this Agreement with immediate effect by giving notice at any time, if:

15.4.1. The Customer does not comply with the terms of this Agreement.

15.4.2. The Customer says, or appears to intend, that it will not abide by the terms of this Agreement.

15.4.3. The Customer ceases trading, convenes a meeting of, or comes to an arrangement with its creditors, has distress or other seizure levied over any of its assets or does not satisfy any demand for payment from any legal person.

15.4.4. Any step is taken to wind up or dissolve the Customer, a receiver, and/or manager or administrator appointed over any assets.

15.4.5. STP believes the Customer has allowed services to be used for any unlawful purpose or any use prohibited by this Agreement.

15.5. Either party may terminate this Agreement if:

15.5.1. Either party has committed a breach of the Agreement, and fails to

remedy the breach within 30 days of notice requiring it to do so, and;

15.5.2. Either party takes any steps to wind up or dissolve, or a receiver and/or manager or administrator is appointed over any assets.

15.6. Survival. All provisions which must survive in order to give effect to their meaning shall survive any expiration or termination of the Agreement, including without limitation, all of the Customer's representations, warranties and indemnification obligations.

16. MISCELLANEOUS

16.1. This Agreement represents the entire understanding between the two parties. No other prior arrangements, representations or understandings, orally or in writing shall have any validity.

16.2. STP may vary any provision in this Agreement, without prior consent from the Customer, if such change is required because of regulatory, insurance, safety or statutory changes made after services are provided.

16.3. New versions of these Terms and Conditions: STP reserves the right to modify this Agreement at any time by providing such revised Agreement to the Customer or by publishing the revised Agreement on the website. If the Customer does not wish to accept this revised Agreement, he is entitled to terminate his account, in writing or by e-mail to support@dzinga.com, with effect from the date on which the revised Agreement would become effective. The continued use of the Service by the Customer shall constitute his acceptance to be bound by the Terms and Conditions of the revised Agreement.

16.4. Changes to Services: STP reserves the right to modify the Service at any time, for example to conform to legal and regulatory obligations. If the Customer does not wish to accept these changes, it is entitled to terminate its account, in writing or by e-mail to support@dzinga.com, with effect from the date on which the change is effective.

16.5. Ownership: All DID numbers leased and registered to Customer's

account by STP remain under STP's control, and may be reassigned at the termination of this Agreement.

16.6. Any error, omission or typographical error in any quotation, offer, sales information, invoice, or document supplied by STP shall be subject to correction on notice from STP and without liability.

16.7. STP's rights and powers under this Agreement are not affected if it fails to or chooses not to enforce any of them at any time. If any part of this Agreement is not enforceable it will not affect the remainder.

16.8. Applicable Law. The Agreement shall be governed by and construed in accordance with Estonian Law. This Agreement shall be governed by Estonian law and the Customer consents to the exclusive jurisdiction of the Estonian courts in all matters regarding it.

16.9. Competent Court. The Customer consents to the exclusive jurisdiction of the Estonian courts in all matters relating to the Agreement.

16.10. Both parties agree that they have no joint venture, partnership, or agency relationship as a result of this Agreement. Neither party shall make any offer, guarantee, or warranty to any third party, in regard to the services, that purports to bind the other party.

SmartTel Plus OÜ

J. Vilmsi tn 47, Kesklinna district, Tallinn city, Harju county, Estonia, 10126 Website <http://dzinga.com/> e-mail: support@dzinga.com