Terms & Agreements

Version No 5 as of October 5, 2018

1. THE PARTIES

This document "Terms & Agreements", hereafter referred to as the "Agreement", is agreed between **SmartTel Plus OÜ**, having its registered office at Maakri str. 19/1-7K, Kesklinna district, 10145 Tallinn city, Harju county, 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 (hereinafter referred to as the "Website").

2. TERMS OF CONSENT

2.1. General Consent to Agreement.

BY USING THE WEBSITE OR USING THE API OR SERVICES, THE CUSTOMER CONFIRMS HIS/HER CONSENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH ALSO INCLUDE AND THE INCORPORATE ACCEPTABLE USE AND PRIVACY POLICY OF STP AND HIS/HER CONSENT WITH PROCESSING OF HIS/HER PERSONAL DATA FOR THE PURPOSE OF MARKETING AND PROVISION OF THE STP SERVICES AND OTHER PURPOSES AS STATED IN THE PRIVACY POLICY.

IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE WEBSITE OR DZINGA API.

IF YOU ARE UNDER 16 YEARS-OLD PLEASE READ CAREFULLY THE INFORMATION BELOW AS YOUR PARENT'S (OR YOUR LEGAL GUARDIAN'S) CONSENT MAY BE REQUIRED FOR PROVISION OF OUR SERVICES TO YOU.

The Customer is responsible for allowing him/her to be legally authorized to enter into this Agreement pursuant to the stipulations below.

By accepting these conditions, the Customer acknowledges and declares that he/she is of legal age to enter into such an obligatory agreement in the country of residence or that he/she has the permission of his/her parent or legal guardian. The Customer also confirms that he/she has reached the age of 16 years old at least unless the otherwise is not established by the applicable legislation in country of the Customer's residence as the age when no consent of a person holding of parental responsibility over such minor is required for processing of his/her personal data (however the Customer's age for the purpose shall not be below of 13 years old). The Customer below of the said age may enter into the Agreement only if and to the extent that consent is given or authorized by the holder of parental responsibility over the minor.

If the Customer is a legal representative of an organization and intends to enter into a transaction on its behalf, he/she presumably holds appropriate rights and authority to perform such actions whether the credentials and requisites of the supporting document have been entered into the appropriate field of Customer's data.

2.2. Consent to E-Communication

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 respectively. 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

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 and the access to any 112, 911 or similar emergency services shall not be provided within the Services.

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/she has verified in his/her own jurisdiction if the use of desired services is allowed.

2.4. Customer's Identification

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

2.4.1. If the information provided is incomplete, or the Customer has not confirmed his/her consent for processing of his/her personal data using the tools available in the system,

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 STP has reasonable doubts that the Customer is below the age as specified in the Section 2.1. hereof and no respective consent of a person holding parental responsibility over the minor is given to proceed with this Agreement and processing of the minor's personal data,

2.4.4. 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. Subject to acceptance of and compliance by the Customer with this Agreement and with the payment requirements for the Services, STP hereby grants to the Customer a limited, non-exclusive, non-transferable, revocable, non-sublicensable right and license to use STP Platform, software, API's (website, Customer's account and STP payment options), enabling the Customer to use telecommunication services and the services of proprietary process information (all provided under DZINGA trademark and referred in the Agreement to as the **Services**).

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. Unless explicitly stated otherwise, any new features provided by STP that augment or enhance the current Services shall also constitute the "Services" and shall be subject to these terms and conditions.

3.2. The license to use STP's intellectual property rights, and the access to the Services are granted solely in accordance with the terms and conditions of this Agreement. The Customer may not and may not to allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. The Customer may not allow any unauthorized third party to access the Services for any purpose whatsoever. All rights not expressly granted under this Agreement are retained by STP.

3.3. In addition to the standard applications available on the Website for use of the Services, the Customer may write a software application or website (an "Application") that interfaces with the Services. The Customer acknowledges that STP may change, deprecate or republish APIs for any Service or feature of a Service from time to time, and that it is Customer's responsibility to ensure that calls or requests made to or via Service are compatible with then-current APIs for the Service. STP will attempt to inform the Customer of any changes with reasonable notice so the Customer could adjust his/her Application, though this clause shall not constitute a legal obligation for STP to do so.

3.4. The Customer and any Application built, distributed to, or otherwise created by or for the Customer may make network calls, SMS messages or requests to the Services, or may receive phone calls/ SMS messages via the Service, at any time that the Services are available provided that those requests do not violate the terms of the Acceptable Use Policy or other terms of this Agreement.

3.5. The Customer is not allowed to remove, obscure, or alter any notice of any DZINGA trademark, service mark or other intellectual property or proprietary right appearing on the Website or contained within the Services.

3.6. Provided that the Customer complies with the terms of this Agreement and STP's policies and procedures including the STP Acceptable Use (the "Acceptable Use") and the STP Privacy Policy (the "Privacy Policy), the Customer may use the Services to execute Applications owned or lawfully obtained provided that the Customer remains solely responsible for his/her Applications, including any data, text, images or content contained therein.

3.7. The Customer is personally responsible for all traffic originating from his/her Applications using Customer's account credentials to the Services. As such, the Customer shall protect his/her authentication keys and security credentials. Actions taken using the Customer's credentials shall be deemed to be actions taken by the Customer, with all consequences including service charges and termination, civil and criminal penalties.

3.8 STP may make available to the Customer, for installation, copying and/or use in connection with the Services, from time to time, a variety of software, data and other content and printed and electronic documentation (the "STP Properties"). Subject to the Customer's acceptance of this Agreement, ongoing compliance with its terms and conditions with respect to the subject Service, and payment if and as required for the Customer's right to use the subject Service, STP hereby grants to the Customer, without the right to sublicense, a limited, non-exclusive, non-transferable license during the Term of this Agreement, under STP's intellectual property or proprietary rights in the STP Properties, only to install, copy and use the STP Properties solely in connection with and as necessary for the Customer's use of such Services and solely to the extent in compliance with all the terms and conditions of this Agreement.

(a) The STP Properties may include, without limitation:

- The Website as defined in the Agreement;
- DZINGA APIs;
- Software owned by STP;
- Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of a Service and its related APIs and technology;

(b) STP may make available under another license agreement, such as an open source agreement, additional content or software. Any such content or software will be clearly marked with such a license indicating the usage rights available for that content or software. For such content or software released pursuant to an open license, STP encourages the Customer to modify, alter, tamper with, repair and/or create derivative works consistent with such license. Such content or software may include:

- Developer tools, such as software development kits (SDK) or sample code, for use in connection with the APIs;
- Articles and documentation for use in connection with the use and implementation of the APIs (collectively, "Documentation");

(c) Except as may be expressly authorized under this Agreement:

- the Customer shall not and shall not attempt to modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the STP Properties.
- the Customer shall not, and shall not attempt to reverse engineer, disassemble, or decompile the STP Properties or the Services or apply any other process or procedure to derive the source code of any software included in the STP Properties.

3.9 For purposes of this Agreement, STP hereby grants to the Customer a non-transferable, non-sublicensable, non-exclusive license during the Term of this Agreement to display the trade names, trademarks, service marks, logos, domain names of DZINGA (referred to as "DZINGA" Mark for the purpose of promoting or advertising that Customer uses the Service. In return the Customer hereby grants STP a non-transferable, non-sublicensable, non-exclusive license during the Term of this Agreement to display its trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that the Customer uses the Service.

In using DZINGA Mark, the Customer shall not: (i) display DZINGA Mark in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by STP as owner of the Mark; (ii) use DZINGA Mark to disparage STP or its products or services; or (iii) display DZINGA Mark on a site that violates any law or regulation.

Notwithstanding the above, STP may determine in its sole discretion whether its marks may be used in connection with the Customer's Application. Furthermore, STP may modify the Mark provided to the Customer at any time, and upon notice, the Customer shall use only the modified Mark and not the old Mark. Other than as specified in this Agreement, the Customer shall not use DZINGA Mark unless a prior written consent is given by STP.

3.10. The rights granted by STP in this Agreement with respect to STP Properties, the DZINGA Mark and the Services are non-exclusive, and STP reserves the right to appoint third parties as developers or systems integrators who may offer products or services which compete with Customer's Application.

3.11. 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 have been reassigned to.

3.12. 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. PROCESSING OF PERSONAL DATA. CONFIDENTIALITY

5.1. Processing of the personal data of the Customer (the "Personal Data") shall be executed in accordance with the European regulations, and local legislation applicable to protection and processing of personal data, and with the term and conditions of the Agreement, the Privacy Policy.

5.2. By entering into the Agreement and using the Services the Customer acknowledges and confirms that he/she has read STP Privacy Policy (as amended on the Website from time to time) and consented with all the terms and conditions of the provision of services including processing of his/her Personal Data for the purpose of performance of the Agreement.

5.3. The functionality of the platforms and software available to the Customer under the Agreement in performance of the Services may include possibility of recording of his/her communications with third parties at Customer's choice. Recording of communication will always require Customer's active action in using tools of recording while using the Services. In such cases the Customer shall be deemed the controller (as it is defined in applicable regulation) in respect of the processing of the personal data of such third parties. The Customer shall advise such third persons of such recording and processing and shall receive their informed consent prior to such processing. Further processing of the said data shall be done by STP as processor under Customer's instruction and shall be limited exclusively to storage of the information and sending it to the Customer at his request or to making it available to the Customer through his/her personal account without any monitoring, amendment or other interfering by STP to respective voice information or written correspondence . Whenever the mentioned communications contain the information that may be treated as the personal data of third persons, the Customer shall keep STP fully indemnified in respect of all claims arising out or connected to the processing at Customer's request and instruction of personal data of the said third persons as may be contained in such communications recorded by the Customer, and stored or made available to the Customer at his request.

5.4 Personal information about the Customer is for individual use only and may not be shared or disclosed except for cases where it is required or admitted by the law (with compliance of requirements and precautions when such disclosure is admitted) and or with the Customer's consent.

STP reserves the right to delete Personal information about Customer whose Agreement have been inactive for more than one year.

5.5. With no prejudice to the stipulations of Clause 5.4 the Customer acknowledges and consents to grant STP the right to process de-personified data (including all formats of anonymization) for statistical use, for improvement of its services and products or research purposes without limitation.

5.6. With no prejudice to mentioned above STP shall not disclose to any third party any confidential information referring to legal entities and to natural person (with no prejudice to commitments as stated above for protection of natural persons) save the cases when: 1) such information is disclosed to its officers and employees or agents, or 2) such disclosure is required by law, or 3) the claim to the Customer has been legally assigned as permitted by the Agreement or 4) the information has been disclosed or made available in public domain or 5) such legal entity consented with such disclosure.

6. RESPONSIBILITIES AND OBLIGATIONS

6.1.STP commitments:

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

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

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

6.1.4. 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.

6.1.5. STP shall inform the Customer about all new services and products offered by STP by placing the said information on the Website and sending by e-mail to the Customer's e-mail address unless the Customer used the option to opt-out from these notifications.

6.2. THE CUSTOMER's commitments:

6.2.1. The Customer shall pay for the Services in accordance with the provisions set forth herein in Section 9.

6.2.2. The Customer shall ensure that it has all necessary approvals, permissions or authorizations for the Services operated through STP including those offered to its/his/her clients, subscribers or audience (the "End Users"). The Customer shall be responsible for the content, quality and delivery of services offered the End Usersby the Customer 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.

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

6.2.4. 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.

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

6.2.6. 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 6.2.

6.2.7. 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.

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

6.2.9. 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.

6.2.10. 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.

7. ASSIGNMENT

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

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

8. PROVISION OF SERVICES AND WARRANTIES

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

8.2. 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 to extent such exclusion is allowed by applicable regulation.

8.3. 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.

8.4. The Customer acknowledges that:

8.4.1. The Services provided by STP were 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.

8.4.2. 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.

9. RATES, PRICES AND PAYMENT

9.1. In its sole discretion, STP shall determine whether the Customer is eligible for a free trial subscription to its Services, which terms of the free trial are set forth at the Websites or www.dzinga.com. Free trials are limited to one per person, and having it found out that the Customer has created multiple free trial accounts, STP reserves the right to suspend those accounts and take actions to prevent additional violations.

9.2. If the Customer has subscribed to the full version of the Services, then the Customer agrees to pay applicable fees (including any minimum subscription fees) as set at the Website www.dzinga.com subject to alteration with prior notification as specified in Clause 9.5.

9.3. The Service charges include:

9.3.1. The **Recurring Fees** (which may include without limitation subscription fees determined in respect of the provided Service package comprising the costs of minutes and other characters included into the respective Service package) charged in advance based on the number of full months in the order term, beginning from the date of the activation of the Service.

9.3.2. Fees based on usage extra Service packages (nominated in the Service package as extra rates e.g. rates for extra minutes, services, etc. and hereinafter referred to as the **Extra Fees**) are charged upon provision of the Services (e.g. extra minutes, extra services exceeding the characters determined in respect of the chosen Service package and not included in the package price).

9.4. The Customer is responsible for the full monthly payment of the Recurring Fee when the Services are cancelled within the monthly term.

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

9.5.1. STP may decrease prices for the Services without any restriction,

9.5.2. STP may increase its prices in the following way:

9.5.2.1. The **Extra Fees** based on a variable prices as specified in Clause 9.3.2 shall be deem changed with immediate effect as updated in the pricelist associated with Customers' account on the Website.

9.5.2.2. STP may increase the **Recurring Fees** or otherwise alter the composition of the Services within the package (unless such alteration is clearly to Customer's benefit) only upon notice to the Customer given through the Customer's personal account or given to the Customer's e-mail address indicated in Customer's Registration Form provided that the Customer will have 30 (thirty) days to reject the said alteration.

9.6. If the Customer does not reject such alteration as specified in Clause 9.5.2.2. within the mentioned 30-days period, it shall be deemed agreed and accepted by the Customer.

9.7. In case the Customer informs STP of his intention to rejects the alteration as mentioned in Clause 9.5.2.2., STP has the right to terminate the Service.

9.8. The relevant Service package shall be deemed amended in accordance with a notice of the alteration.

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

9.10. The Customer shall transfer funds into its STP prepaid account to maintain a credit balance. STP shall not provide the Services if the Customer's balance is negative and STP shall not be responsible for any interruption in Services caused by insufficiency of fund's available at the Customer's account unless a credit limit is agreed between the Parties.

9.11. Payment may be made via bank card to STP's designated bank account. In respect of all payments to STP the following terms shall apply:

9.12. 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 payments 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.

9.13. 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 if any charges are being applied to the payment.

9.14. 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 to have a valid credit card or alternative payment form updated on its STP account at all times.

9.15. All payments of fees for the use of STP Services will be pre-paid and are non-refundable. The Customer shall not be entitled to a reimbursement of any prepaid charges save the case of termination of the Agreement 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. Nothing in this clause may construed as STP's obligation to repay full or a part of the Recurring Fee charged in advance for the current month when respective termination has been initiated by the Customer.

9.16. Any interest earned by STP on credit balances in Customer's account will accrue to STP.

9.17. 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.

9.18. 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 upon the date when the report is available. 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.

9.19. 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.

9.20. With no prejudice to stipulations of Clause 9.19. 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.

10. TECHNICAL SUPPORT

10.1. 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.

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

11. WARRANTIES

11.1 The Customer represents and warrants that he/she will not use the Website (including our forums and comments sections), Services, STP Properties, DZINGA Mark, the Customer's Application or content in a manner that violates the Acceptable Use or Privacy Policy.

11.2 The Customer represents and warrants: (i) that the Customer is solely responsible for the development, operation, and maintenance of Customer's Application and for his/her content (the Content), including without limitation the accuracy, appropriateness and completeness of the content and all product-related materials and descriptions; (ii) that Customer has the necessary rights and licenses, consents, permissions, waivers and releases to use and display the Customer's Application and the Content; (iii) that neither the Customer's Application nor the Customer's Content: (a) violates, misappropriates or infringes any rights of us or any third party, (b) constitutes defamation, invasion of privacy or publicity, or otherwise violates any rights of any third party, or (c) is designed for use in any illegal activity or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory (iv) to the extent to which the Customer uses the DZINGA Mark, that the Customer will conduct his/her business in a professional manner and in a way that reflects favorably on the goodwill and reputation of STP. The Customer confirms his/her responsibility for any charges incurred by virtue of his/her use of the Application, no matter whether the Application acted in error.

11.3 Any portability of the Customer in respect of the phone number (including any previously-provisioned direct inward toll-free numbers or vanity numbers) assigned to the Customer or ported in to the Customer's account is   contingent to good standing   of Customer's account and provision by the Customer of appropriate supporting documentation in accordance with common industry standards for porting such number away from STP; provided, however upon elapsing of thirty (30)-days period from the date of termination of the Agreement, STP is entitled to re-assign any of those numbers to other customers with no recourse for the Customer right to portability .

11.4. The Customer represents and warrants that without STP's express written consent the Customer will not use, and will not authorize to any third party to use, any Public Software (as defined below) in connection with the Services in any manner that requires, pursuant to the license applicable to such Public Software, that any STP Properties or Services be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. With respect to any Feedback or Communications, the Customer represents and warrants that such Feedback and Communications, in whole or in part, contributed by or through the Customer, (i) is legally distributable by the Customer, as either the copyright is own by the Customer or any copyright terms associated with the software or content have fully complied by the Customer, (ii) contains no third party software or any software that may be considered Public Software and (iii) does not violate, misappropriate or infringe any intellectual property rights of any third party. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) The Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License and (viii) the Apache License.

12. LIMITATION OF LIABILITY

12.1. The STP Properties, the Services, materials and other data or information provided by STP or its licensors in connection therewith (collectively the "Service offerings") are provided "as is." STP makes no representations or warranties of any kind, whether express, implied, statutory or otherwise with respect to the service offerings. Except to the extent prohibited by applicable law, STPand its licensors disclaim all warranties, including, without limitation, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade. STP does not warrant that the Service offerings will function as described, will be uninterrupted or error free, or free of harmful components, or that the data the Customer stores within the Service offerings will be secure or not otherwise lost or damaged.

NEITHER STP NOR ANY OF ITS LICENSORS SHALL BE LIABLE TO THE CUSTOMER   FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S CONTENT. IN ANY CASE, STP'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO STP HEREUNDER FOR THE SERVICES DURING THE PRECEDING TWELVE (12) MONTHS. THE EXCLUSSION OR LIMITATION SHALL NOT BE APPLICABLE IN THE JURISDICTIONS WHERE THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE NOT ALLOWED .

12.2. 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 entailed by failures in provision of the basic telecommunication services or due to restrictions applied by the operators of the respective network infrastructure.

12.3.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.

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

12.4.1. The demand or claim arises as a result of negligence or misconduct of the Customer's or other persons acting on Customer's side, or breach of this Agreement by the Customer.

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

12.4.3. 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, any expressed or implied warranties under the 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 content provided or marketed by or on behalf of the Customer, and all costs relating thereto.

14.2.5. Any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim arising out of above.

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 upon 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. Any 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

Maakri str. 19/1-7K, Kesklinna district, 10145 Tallinn city, Harju county, Estonia

Website http://dzinga.com/ e-mail: info@dzinga.com

Data Processing Addendum to the Terms and Agreements

Apifonica and Dzinga Services
Version dated: October 5, 2018

This "Data Processing Addendum" (the "Processing Agreement") is made as an addition to and an integral part of the "Terms & Agreemnents" agreed between SmartTel Plus OÜ, with its registered office at Maakri str. 19/1-7K, Kesklinna district, 10145 Tallinn city, Harju county, Estonia and operating under the Apifonica and Dzinga trademarks, hereinafter referred to as "STP", and the Party identified in the associated Registration Form, hereinafter referred to as the "Customer". The "Customer" was required to provide the necessary identification, as specified in the Registration Form on the STP websites https://apifonica.com and https://dzinga.com (hereinafter referred to as the "Website").

This Processing Agreement states the terms that apply when Personal Data from the European Economic Area (the "Personal Data") is processed by STP on behalf of the Customer under the Terms and Agreements whilst the Personal Data is collected by the Customer in the processing of their use of the STP platform, software and APIs to which the Customer has received access under the Terms and Agreements.

1. Application of the Processing Agreement, Regulations

1.1. The Processing Agreement shall apply only to the extent that the STP processes Personal Data originating from the EEA, on behalf of the Customer or Customer Affiliate.

1.2. The Processing Agreement shall be construed and applied in accordance with Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR"), all terms and definitions shall be construed according to the definitions stated in the GDPR,

provided that other definitions shall be interpreted as set out in the Terms and Agreements.

1.3. The Processing Agreement shall not apply to processing of Personal Data collected by the STP as a controller and shall not prevent the STP from such collection as a controller and further processing of the collected Personal Data at its own discretion.

2. Status and Purpose of Processing

2.1. The Customer, as a controller (the Controller), appoints STP as a Processor (the Processor) to process the Personal Data that is the subject of the Agreement on the Customer's behalf.

2.2. Except in cases where other processing is prescribed by a mandatory regulation, the Customer instructs STP to process the Personal Data for the purposes described in Annex A hereto.

2.3. Any additional processing required by the Customer outside of the scope of the Agreement will require a prior written agreement between the parties, including an agreement on any additional fees that the Customer may be required to pay.

3. Data Protection and Responsibilities

3.1. The STP commits to ensure and maintain appropriate security measures in order to safeguard the security of the Personal Data, applying the best commercial practices available to preserve the confidentiality, integrity and accessibility of the Personal Data via administrative, technical and physical measures conforming to recognized industry standards and practices. The STP will implement appropriate technical and organisational measures in order to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. The organizational measures shall include the STP's commitment to the processing of Personal data only by their own personnel or the personnel of their official coprocessor, who is also obliged to maintain confidentiality as a contractual or statutory duty.

3.2. The Customer, as the Controller, shall be responsible for ensuring that:

> they has complied, and will continue to comply, with the GDPR and other mandatory regulation in respect of data protection including, without limitation, the Customer's commitment to ensure the valid legal basis for the collection and processing of the Personal Data;

> they observes and complies with their own instructions that they issued to the STP to the extent where the said instruction does not contradict the GDPR or any other mandatory regulation; and

> they have, and will continue to have, the right to transfer, or provide access to, the Personal Data for the STP for processing in accordance with the terms of the Processing Agreement.

3.3. The Customer agrees that the STP may engage STP affiliates and independent co-processors (collectively, "co-processors") included on the Co-processor list to process the Personal Data on STP's behalf. The STP shall ensure that the Co-processors process the Personal Data under the same terms and conditions as those set out in the Processing Agreement. The STP remains liable for any damage caused by a breach of the Processing Agreement by a co-processor.

3.4. The STP is entitled to alter the Co-processor list from time to time, placing the updated list and respective notice on their website, provided that if the Customer objects to the alteration, the Customer shall be entitled to notify the STP who shall cause the processing to be terminated within 30 calendar days upon receipt of the Customer's notice and if possible appoint a new co-processor. The Customer shall not misuse the said right and shall only use it in the event where the involvement of a co-processor implies a risk to the protection of the Personal Data, at which time the Parties may negotiate the issue in good faith. If the Parties fail to achieve a mutual agreement on the issue of co-processing, the Processing Agreement shall be deemed to have terminated and may affect the functionality of the STP's platform, software and APIs.

3.5. The STP shall cooperate with the Customer to enable them to respond to requests from a data subject seeking to exercise their rights under the GDPR, or other mandatory regulation. In the event of receipt of any direct

inquiry the STP shall provide to such requesting person contact details of the Customer and inform the Customer of such inquiry or request.

3.6. The STP shall cooperate with the Customer when they need to verify their compliance with the GDPR, or other mandatory regulation, and to audit their technical and organizational measures provided that in any case, except in absolute emergencies, they be given 30 (thirty) days advance notice and provided that any verification works and actions related to the audit of such compliance shall be done within normal business hours and shall not interfere with the normal daily operations of the STP. The internal regulation of the STP, including confidentiality requirements, shall be observed within the process of carrying out said audit.

3.7. The STP shall notify the Customer of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to the Personal Data. The respective notice and information as the Customer may reasonably require to enable them to fulfil any data breach reporting obligations under the GDPR, or other mandatory regulation, in respect of Data Protection shall be provided by the STP to the known contacts of the Customer upon becoming aware of such Incidents and without undue delay.

3.8. Upon termination of the Processing Agreement, and upon the Customer's written request, the STP shall delete or return to the Customer the Personal Data, unless the STP is required by any applicable mandatory regulation to retain the Personal Data, or any part of it.

ANNEX A. DETAILS OF THE PROCESSING

Categories of Data Subjects

Customers and End Users who use the Services, and any data subject who uses the STP Services at the request of and in connection with the business of the Customer.

Type(s) of Personal Data Processed

The personal data transferred concerns the following categories of data for the data subjects:

1) Identification information for the Customer's End User contact information (address, telephone number (fixed and mobile), email address, fax number), employment information (job title).

For example: the STP allows Customers to fill the names of their employees into the appropriate fields into the Customer's Dzinga Personal Account.

2) Identification information for anyone who uses STP Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address).

For example: If the customer orders and requests to send short messages to End Users via the Apifonica or Dzinga services, the STP provides the Customer this service and to this end sends the information to the STP's partners for the purpose of delivering the SMSs to the End Users.

3) Any other personal data that the Customer or users choose to include in the content of the communications that are sent and received using the STP Services.

For example: If the customer orders a call recording service with Apifonica or Dzinga, the STP provides this service, but doesn't control the information provided by the End User to the Customer via phone calls.

The personal data transferred to the STP for processing is determined and controlled by the Customer at their sole discretion. As such, the STP has

no control over the volume and sensitivity of the personal data processed through its Services by the Customer or End Users.

Special Data Categories

The STP does not intentionally process any special categories of data in the provision of its Services.

Duration of Processing

The personal data will be processed for the term of the Processing Agreement, or as otherwise required by law or agreed between the parties.