

## U.S. GENERAL TERMS AND CONDITIONS OF TELEFORWARDING USA INC.

### 1. Definitions

The following terms and expressions shall have the following meanings:

- a. Agreement:  
shall mean the agreement between the Customer and TeleForwarding USA for the delivery of TeleForwarding USA Services, along with any schedules attached thereto.
- b. Commencement Date:  
shall mean the first date of the following dates: a) date of first delivery by TeleForwarding USA of (part) of the Services to Customer of b) date on which Customer has started the use of the Services or part thereof.
- c. Customer(s):  
shall mean any natural person or corporation with whom TeleForwarding USA and its employees deal in the course of its business, including representative(s), agent(s), successor(s) and including visitors of its website.
- d. Equipment:  
shall mean any equipment, including any software, for use with the Services that is not part of TeleForwarding USA's network and which is delivered, owned or controlled by the Customer.
- e. Leased Lines:  
shall mean telecommunication-infrastructure that enables direct transfer of signals between two points of network contacts, which transfer cannot be influenced by Customer via a network connection.
- f. Party or Parties:  
shall mean TeleForwarding USA and Customer, individually or collectively.
- g. Service(s):  
shall mean any or all of TeleForwarding USA telecommunications services and/or other services and Supplies.
- h. Software:  
shall mean any software including related documentation to be delivered by TeleForwarding USA in connection to delivery of Services.
- i. Supplies:  
shall mean any products or items supplied to Customer in connection to TeleForwarding USA Services, including but not limited to hardware components, software programs and contact points required to deliver and receive the Services.
- j. TeleForwarding USA:  
shall mean TeleForwarding USA Inc.
- k. Terms and Conditions:  
shall mean these U.S. General Terms and Conditions of TeleForwarding USA Inc.

## 2. Applicability

- a. These Terms and Conditions apply to all offers of TeleForwarding USA and exclusively govern the relationship between TeleForwarding USA and Customers, and any Agreement or other agreements between TeleForwarding USA and Customers. No other terms and conditions shall be binding upon TeleForwarding USA unless accepted by it in writing. TeleForwarding USA expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind TeleForwarding USA.
- b. TeleForwarding USA reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable as of thirty (30) days from its communication to Customer.
- c. In the case there are any inconsistencies between the terms of Agreement and those contained in these Terms and Conditions, those in the Agreement shall control.

## 3. Offers

- a. All offers by TeleForwarding USA are non-binding and may be revoked at any time, unless TeleForwarding USA stated otherwise in writing. Any amendments made by TeleForwarding USA in writing, shall entail a new offer, automatically revoking the previous offer. Any amendments by Customer of a TeleForwarding USA offer, will be deemed a new offer by Customer, which TeleForwarding USA may accept or reject in its sole discretion.
- b. All information and data contained in Services documentation, pricing and rates lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the Agreement with TeleForwarding USA.
- c. All offers are based on the information and documentation provided by Customer, and TeleForwarding USA may rely on the accuracy thereof. Customer warrants the accuracy, completeness and reliability of the information and documentation, even if it originates with or is acquired from third parties, and Customer undertakes to inform TeleForwarding USA of any information, documents or circumstances that might reasonably be relevant to the proper execution of the Agreement, or deemed relevant by TeleForwarding USA in its sole discretion, and to do so in a time, desired form and manner as demanded by TeleForwarding USA.

## 4. Rates, Prices and Taxes

- a. Service configurations, prices and rates are subject to change at any time. Customer agrees that by continuing to use the Services following the adjustment of charges, it accepts the new charges.
- b. All Agreements for the delivery of Services shall be treated as separate agreements.
- c. Prices and rates do not include installation, activation and or implementation costs, unless explicitly otherwise agreed in writing
- d. All listed and quoted prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on TeleForwarding USA or on Customer by any taxing authority (other than taxes imposed on TeleForwarding USA's income), related to Customer's order, unless Customer has provided TeleForwarding USA with an appropriate resale or exemption certificate for the delivery location, which is the location where Services are used. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase in the costs to TeleForwarding USA or delivering the Services whereby and to such an extent, TeleForwarding USA is entitled to increase its price accordingly.

- e. The prices or rates quoted are in U.S. dollars, or in another currency if stated by TeleForwarding USA in writing. Customer shall bear any exchange rate risk, unless otherwise agreed in writing.

## 5. Payment Terms and Refunds

- a. TeleForwarding USA will issue and Customer must accept electronic invoices, unless stated otherwise in writing.
- b. Unless explicitly otherwise agreed in writing, TeleForwarding USA will invoice as follows:
  - Each last business day of each calendar month, a (pro rata) invoice will be send by e-mail;
  - All initial costs for set-up, installation, activation, implementation and or other initial costs are invoiced within one (1) business day after TeleForwarding received and accepted an order;
  - All monthly recurring fixed costs for usage, service & support, scripts, licences and or other fixed monthly recurring costs are invoiced two (2) months in advance;
  - Metered number of calls, call duration and or use of other metered services are invoiced pro rata and one (1) month after month-end.
- c. Customer agrees to pay, without the right to set-off any amounts, all invoiced amounts within fourteen (14) days of the invoice date. However, all amounts will be due immediately, in case Customer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Customer under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Customer of its properties and/or interest for the benefit of creditors.
- d. Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, whichever is higher, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.
- e. Payments made by Customer shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Customer specifies that the payment relates to another claim.
- f. Customer shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged disturbance of or defect in the Services or on any other account whatsoever.
- g. If Customer believes that TeleForwarding USA has charged it in error, Customer must contact TeleForwarding USA within thirty (30) days of the charge being billed by either telephoning or e-mailing TeleForwarding USA at the contact information provided on the invoice. No refunds will be given for any charges which were billed more than thirty (30) days before Customer has contacted TeleForwarding USA.
- h. If TeleForwarding USA believes that Customer's financial position and/or payment performance justifies such action, TeleForwarding USA has the right to demand that Customer immediately furnish security in a form to be determined by TeleForwarding USA and/or make an advance payment. If Customer fails to furnish the desired security, TeleForwarding USA has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement, and that which Customer owes to TeleForwarding USA for whatever reason will become immediately due and payable.

## 6. Delivery

- a. TeleForwarding USA shall deliver the Services in accordance with the Agreement. Delivery and/or installation times and dates are merely estimates, and TeleForwarding USA cannot be held liable for any damages as a result of delay in delivery of or installation related to Services.
- b. TeleForwarding USA is entitled to change the technical manner in which the Services will be delivered to Customer.
- c. In case Customer wishes to change the Services and/or location of delivery of Services, it shall follow the process as proscribed to it by TeleForwarding USA in the Agreement, and fees and/or additional expenses may apply. Unless otherwise agreed by the Parties in writing, the rates for the Services as agreed by the Parties shall remain applicable and due to Customer for at least the period stated in the Agreement. Eventual changes to the Services and/or location shall be governed by the Agreement, unless otherwise agreed by the Parties in writing.
- d. In the case TeleForwarding USA is not able to meet the delivery dates as indicated in the Agreement as a result of actions and/or omissions of Customer, Customer shall be obligated to pay the agreed rates, which Customer would have been due to pay in case the delivery date would have been met, together with damages incurred by TeleForwarding USA as a result of such action and/or omission of Customer.
- e. TeleForwarding USA may give instructions regarding the use of the Services in the interests of safety or to maintain or improve the quality of the Services, and any such instructions shall be deemed to form part of the Agreement between Customer and TeleForwarding USA.
- f. TeleForwarding USA may temporarily suspend part or all of the Services without notice for the purpose of repair, maintenance or improvement, or without becoming liable for any damages as a result thereof.

## 7. Use

- a. Services are made available under these Terms and Conditions and the Agreement solely for Customer's communications purposes. The use of the Services for any other purpose is not permitted.
- b. Customer shall use the Services in accordance with the provisions in the Agreement.
- c. Customer is not entitled to repair, modify, re-locate and/or to replace any Supplies provided under the Agreement, unless otherwise agreed in writing.
- d. Customer shall use the Services for its own personal, non-commercial use or, if Customer is a business, for its own internal business purposes only, and Customer shall not resell Services to any third party. Customer shall comply with all applicable laws, regulations, standards and codes.

## 8. Location and access

- a. Customer undertakes to provide TeleForwarding USA with office space and any other facilities that Customer deems necessary or useful for the execution of the Agreement.
- b. Customer shall provide access to persons designated by TeleForwarding USA to its premises, to enable TeleForwarding USA to deliver and maintain the Services and verify the performance of Customer's obligations.
- c. Customer itself shall be responsible and accountable to obtain the necessary permission to place and install Supplies in its facilities and/or grounds the facilities are built on.
- d. Customer shall, at its own cost, make available the space for the electricity supplies and maintain the proper operating environment necessary for TeleForwarding USA to provide the Services.

## 9. Support and Services

- a. TeleForwarding USA does not guarantee that its Services will be error-free, uninterrupted, continuously available, or free from viruses or malicious programs.
- b. Customer shall notify TeleForwarding USA of any disturbance of or defect in the Services as soon as reasonably possible after becoming aware of it. Notifications of such disturbance of or defect in the Services of Customer do not exempt Customer from its obligation to pay for Services.
- c. Unless otherwise agreed in writing, TeleForwarding USA shall endeavour to remedy such disturbance of or defect in the Service within a reasonable period of time.
- d. In case a defect arises that is not attributable to TeleForwarding USA, the costs for remedying such defect shall be borne by Customer.
- e. THE SOLE AND EXCLUSIVE REMEDY FOR ALLEGED DISTURBANCE OF OR DEFECT IN THE TELEFORWARDING USA SERVICES IS THE REPAIR OR REPLACEMENT, IN TELEFORWARDING USA'S SOLE DISCRETION, OF SUPPLIES OR SERVICES AT NO COSTS FOR CUSTOMER.

## 10. Duration, Termination and Suspension of Performance

- a. The duration of the Agreement is one (1) year as of the Commencement Date, unless otherwise agreed in writing by the Parties. The Agreement shall automatically renew for one (1) year, even in case of a renewal period, unless one Party notifies the other Party in writing, with a notification period of three (3) months before the expiration date of the initial or extended period, that it will terminate the Agreement. The Agreement cannot be terminated for convenience, except in accordance with the provision above.
- b. If Customer fails to make payment of any amount due on the due date or Customer otherwise fails to perform its obligations under the Agreement or these Terms and Conditions, or if TeleForwarding USA reasonably expects that Customer will not fulfil its obligations, TeleForwarding USA may in its sole and absolute discretion suspend performance under its Agreement with Customer and/or terminate the Agreement (in whole or in part), without being liable for compensation of any damages to Customer.
- c. Customer will remain liable to TeleForwarding USA for all charges related to Services ordered by Customer in accordance with the Agreement, and all the costs TeleForwarding USA incurs to collecting those charges, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.
- d. Notwithstanding the above and without any obligation to return any service fee or prepaid expenses, TeleForwarding USA may terminate its relationship with Customer, or may terminate or suspend Customer's use of TeleForwarding USA software and Services at any time: (i) if Customer is in breach of these Terms and Conditions and/or the Agreement; (ii) if TeleForwarding USA reasonably suspects that Customer is using Services to breach the law or infringe third party rights; (iii) if TeleForwarding USA reasonably suspects that Customer is trying to unfairly exploit or misuse the refund policy, or any of TeleForwarding USA's policies; (iv) if TeleForwarding USA reasonably suspects that Customer is using Services fraudulently, or that Services provided to Customer are being used by a third party fraudulently; (v) for a force majeure event that continues for more than ten (10) days upon notice; (vi) if Customer fails to pay any amounts due to TeleForwarding USA; (vii) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of TeleForwarding USA's partners; (viii) in respect to a particular TeleForwarding USA Service, on thirty (30) days notice if TeleForwarding USA decides to cease offering that Service; (ix) on thirty (30) days notice, if TeleForwarding USA decides to cease offering the Services or Software to users in Customer's jurisdiction generally; (x) the bankruptcy of the Customer has been

applied for; (xi) an attachment is levied on the goods of Customer; (xii) Customer is liquidated or discontinued; and/or (xiii) Customer is in violation of any applicable laws or regulations.

#### **11. Additional Obligations Customer**

- a. Customer shall only connect Equipment to the contact point of the locations' telecommunication infrastructure that technically fits with the Services and complies with applicable legislation. Customer is responsible for the power cables at its own location.
- b. Customer shall use the Equipment in accordance with the instructions of TeleForwarding USA thereto, and shall, at its own cost, implement security measures on the Equipment where instructed by TeleForwarding USA.
- c. Customer shall be responsible for and pay any and all local, state, or federal taxes or charges in the nature of taxes imposed by any governmental authority or regulatory agency in addition to the charges required by TeleForwarding USA pursuant to Customer's business.
- d. Customer shall be responsible for and pay any and all charges, materials, equipment, and labor to connect its network with TeleForwarding USA's network.
- e. Customer shall obtain at its own expense any governmental or regulatory consents, licenses or approvals with respect to the utilization of the Services, if any.
- f. Customer shall examine and review all technical aspects of TeleForwarding USA's system in order to assure itself that its transmitting, receiving, and switching equipment is compatible with all Equipment, Supplies and systems prior to any linkup with system.
- g. Customer, upon the request of TeleForwarding USA, shall promptly furnish any technical information or specifications relating to its system as may be reasonably required.
- h. Customer shall not permit or suffer the use of TeleForwarding USA's system or facilities for any use or purpose not permitted by law.

#### **12. Ownership and Intellectual Property Rights**

- a. All intellectual property rights, e.g. patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, in relation to the Services, Supplies, tools, documentations, products, etc., including modifications thereto, delivered and/or used by TeleForwarding USA, are owned by TeleForwarding USA or its licensor(s). No transfer, license or other grant of rights are given to Customer, unless explicitly stated in writing.
- b. The Supplies and Lease Lines provided by TeleForwarding USA to Customer under the Agreement, remain in full ownership of TeleForwarding USA. Customer is allowed to use the Supplies and Lease Lines in accordance with the conditions set by TeleForwarding USA. The Supplies and Lease Lines provided under the Agreement shall be returned by Customer upon expiry or termination of the Agreement, irrespective of the reason for such termination.
- c. In case TeleForwarding USA delivers specific software under the Agreement to enable Customer to appropriately receive the Services, Customer will have a personal non-exclusive and non-transferable license to use that software and related documentation according to these Terms and Conditions and the Agreement, solely for Customer's internal business and for receiving the Services. Such license shall terminate upon expiration of the term of license agreed by the Parties in writing, or upon expiration or termination of the Agreement, irrespective of the reason for such termination, whichever is earlier.
- d. In case of any third party intellectual property infringement claim against Customer alleging that the services provided under this Agreement infringe third party

intellectual property rights in the USA, Customer shall promptly notify TeleForwarding USA of the claim in writing. If such claim appears likely in TeleForwarding's sole discretion, then TeleForwarding USA will modify the relevant services, any necessary license or replace the affected item with a non-infringing one that is at least functionally equivalent. If TeleForwarding USA determines that one of these alternatives is not reasonable available, then TeleForwarding USA will grant Customer a refund equal to the amount paid by Customer for the services during the previous 6 months, which shall be the only compensation and liability due to Customer in connection to the alleged infringement. TeleForwarding USA has no liability or obligation to pay for any claim, loss, damage, or expense for infringement claims:

1. unless TeleForwarding has been given the opportunity to defend the matter and Customer fully cooperates in such defence;
2. if the claimed infringement is settled without TeleForwarding's consent;
3. if the claimed infringement results from the use of the Services, Software and/or Equipment that has been modified by the Customer, or that has been combined with a product or service not delivered by TeleForwarding, where such infringement would not have occurred without such combination.

### 13. Confidential Information

- a. Confidential Information means (i) the existence and terms of any agreement and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.
- b. Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.
- c. Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.
- d. Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests

#### 14. Disclaimer of Warranties

- a. TELEFORWARDING USA SERVICES AND SUPPLIES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TELEFORWARDING USA, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE TELEFORWARDING USA SERVICES WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. TELEFORWARDING USA FURTHER DOES NOT REPRESENT OR WARRANT THAT THE TELEFORWARDING USA SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE OR FREE FROM VIRUSES NOR DOES TELEFORWARDING USA WARRANT ANY QUALITY OF COMMUNICATIONS MADE THROUGH THE TELEFORWARDING USA SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TELEFORWARDING USA OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.
- b. EXCEPT AS UNAMBIGUOUSLY AND EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, TELEFORWARDING USA MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION TO ITS PRODUCTS AND/OR SERVICES AND/OR SUPPLIES, INCLUDING WARRANTIES ABOUT THEIR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT (WHETHER EXPRESS, IMPLIED OR STATUTORY), UNLESS EXPLICITLY MADE AND PROVIDED BY TELEFORWARDING USA IN WRITING TO CUSTOMER.

#### 15. Liability and Limitation of Damages

- a. TELEFORWARDING USA DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE TELEFORWARDING USA SERVICES. NEITHER TELEFORWARDING USA NOR ITS OFFICERS, EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO ALL SUCH SERVICES.
- b. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ALL ACTIVITIES CONDUCTED THROUGH TELEFORWARDING USA SERVICES BY CUSTOMER’S USERS, EVEN IF SUCH ACTIVITIES WERE TO OCCUR WITHOUT CUSTOMER’S PERMISSION. TELEFORWARDING USA DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE ACTS AND OMISSIONS OF CUSTOMER’S USERS THROUGH TELEFORWARDING USA SERVICES. NEITHER TELEFORWARDING USA NOR ITS OFFICERS, EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING OR RELATING TO ALL SUCH ACTS AND OMISSIONS
- c. IN NO EVENT SHALL TELEFORWARDING USA, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; ANY LOSS



OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED), LOSS OF OR CORRUPTION TO DATA, OR INTERRUPTION OF BUSINESS.

- d. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, TELEFORWARDING USA'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED ONE THOUSAND US DOLLARS (\$1,000) OR THE FEES AND CHARGES PAID BY CUSTOMER DURING THE PREVIOUS SIX MONTHS PERIOD, WHICHEVER IS LESS.
- e. THE LIMITATIONS ON TELEFORWARDING USA'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT TELEFORWARDING USA, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

### **16. Indemnification**

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TELEFORWARDING USA, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY USE OF THE TELEFORWARDING USA SERVICES OR BREACH OF THIS AGREEMENT, BY CUSTOMER OR ITS USERS.

### **17. Export and Import**

Customer who exports, re-exports, or imports products, or otherwise transfers, technology, or technical data purchases hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. TeleForwarding USA may suspend its performance under this Agreement:

- If the customer is in violation of any applicable laws or regulations, and
- To the extent necessary to assure compliance under the US or other applicable export or similar regulations.

### **18. Force Majeure**

TeleForwarding USA will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control. TeleForwarding USA will notify Customer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

### **19. Severability**

If any provision of these Terms and Conditions, the Agreement or any other agreement between the Parties is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

## **20. No Waiver**

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If TeleForwarding USA waives a breach of any provision of these Terms and Conditions or the Agreement this shall not operate as a waiver of a subsequent breach or that provision, or as a waiver of a breach of any other provision.

## **21. Assignment**

Customer is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. TeleForwarding USA is permitted at its sole discretion to assign the Agreement or any rights hereunder to any third party, without giving prior notice.

## **22. Cooperation**

In case TeleForwarding USA will be subject to an investigation of a supervisory authority, Customer shall make an effort to cooperate with TeleForwarding USA, e.g., in providing relevant information requested by TeleForwarding USA and/or access to its network and/or database(s).

## **23. Further Assurances**

Each of the Parties covenants and agrees on behalf of itself, its successors, and its assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish, and deliver such other instruments, documents and statements, and to take such other action as may be required by law or reasonably necessary to effectively carry out the purposes of these Terms and Conditions, the Agreement or any other agreement between the Parties.

## **24. No Beneficiaries**

Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.

## **25. No Partnership**

Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

## **26. Entire Agreement**

The Agreement and these Terms and Conditions contain the entire agreement between TeleForwarding USA and Customer regarding Customer's purchase of the services, and supersedes and replaces any previous communications, representations or agreements, or Customer's additional or inconsistent terms, whether oral or written.

## **27. Governing Law and Arbitration**

Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms and Conditions or the relationship of the Parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. ANY CAUSE OF ACTION AGAINST TELEFORWARDING USA, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.