# KOMPaaS.tech GmbH
## Communication service offer

**Communication service offer**

**Conclusion of the Agreement and validity period**

These Terms and Conditions for the provision of Services are a public offer of the Limited Liability Company KOMPaaS.tech GmbH (hereinafter referred as Operator) and can be accepted by the Subscriber only by joining them as a whole, from the moment of making a specific action e.g.
(a) making the first call from a telephone number;
(b) making an advance payment to the Operator's current account;
(c) signing these Terms and Conditions in a written form.

This Agreement is concluded for an unlimited period of time.
The basis for the provision of Services is an Agreement concluded between the Parties. The rights and obligations of the Parties concerning this Agreement may be transferred to other persons only in accordance with the procedure established by law or the Agreement.
These Terms and Conditions include the Conditions laid down here as well as the following appendices, indicated on the Operator's website:
-   Agreement on usage of MyKOMPaaS Account;
-   Data privacy statement.

**Terms**

**"Subscriber"** — an individual person, individual entrepreneur or legal entity joined the Terms and Conditions by accepting the offer.

**"Subscription fee"** — the amount of the Subscriber's payment for a certain (Settlement) period, which is a constant value that does not depend on the volume of Services actually received.

**"Subscriber number"** — a telephone number that definitely identifies the terminal element of the communication network and it is allocated, in accordance with the Agreement, by the Operator to the Subscriber from the numbering resource of a geographically defined numbering zone (ABC).

**"Subscriber device"** — a technical device owned by the Subscriber, including software that provides Subscriber's access to the Services of the Operator and Partners. Subscriber device must contain applications which allow to work with the technologies specified in the Tariff Plan and enable to use Services.

**"Subscriber's Billing Account"** — a value calculated as the difference between the cost of Services consumed by the Subscriber and the payment made by the Subscriber and showing the balance on the account at the current time.

**"Billing system"** — automated payment system of the Operator, designed for recording the volume of Services rendered, reception and expenditure of money deposited to the payment account for Services.

**"One-time payment"** — a one-time payment charged independently by the Operator and specified in the Tariff Plan, other integral part of the Agreement or on the Operator's Website (installation payment, category fee, etc.) Unless otherwise specified in the Agreement, in all cases of termination/breaking of the Agreement, one-time payments are not refundable.

**"Commercial Tariff plan"** — any combined Tariff plan, with the exception of the "Test" tariff plan.

**"MyKOMPaaS account"** — a self-service system, access to which is provided to Subscribers (as an authorized Subscriber is considered a Subscriber who has received a username and password to access the MyKOMPaaS Account) using the Internet in order to manage the Services individually and obtain information on them.

**"Billing account"** — a record in the Operator's Billing System that serves to register the volume of Services rendered, the reception and expenditure of money deposited to the Service payment account.

**"Personal data"** — Information intended to identify the Subscriber in process of providing him with Services under this Agreement, including:
- information about employees, officials and authorized users of the Subscriber;
- Information on incoming and outgoing calls of the Subscriber (date, time and duration of calls), IP addresses;
- information required for creating and issuing invoices for Services.

**"Full blocking of the Billing Account"** — a complete suspension of the provision of all MyKOMPaaS Account Services, made by the Operator.

**"Package"** — additional conditions to the tariff plan.

**"Tariff validity period"** — a time interval equal to one calendar month.

**"Tariff write-off period"** — an interval of time equal to one billing period, which can be determined by a day, month, or year.

**"Operator's website"** — the Operator's resource on the Internet at: www.kompaas.tech, through which the Operator brings information to the attention of Subscribers in accordance with the terms of the Agreement and these Terms.

**"Operator's communication network"** — a technological system that includes the means and communication lines necessary to provide the Operator's Services to Subscribers.

**"Connection"** — the establishment as a result of a call or a pre-established interaction between the means of communication that allows the Subscriber to transmit and (or) receive voice and (or) non-voice information.

**"Tariff plan"** — a set of price conditions under which the Operator offers to use the Service.

**"Terms"," Rules "** — this Document, as well as possible additions and changes to it, drawn up in accordance with the provisions of this Document. The text of the Terms and Conditions (with all its changes) is indicated on the Operator's Website.

**"Services"** — collectively referred to as "Communication Service" and other Services.

**"Communication service"** — the process of receiving, processing, storing, transmitting, delivering telecommunication messages, carried out by the Operator or the Operator and the Partners jointly.

**"Gateway" —** a hardware and software complex, server or any other equipment that transmits voice and/ or non-voice information between the Operator's Communication Networks and other communication networks and allows persons using the Operator's Communication Network

Services to access other communication networks (including mobile, fixed, data transmission, etc.) and/or provide third parties with access to the Operator's Communication Networks.

## 1.      List and Cost of Services

1.1      The list of Services provided to the Subscriber and their current cost is indicated in the MyKOMPaaS Account.

1.2      The cost and description of all available Services provided by the Operator are contained in the annexes to these Rules:
- Appendix No. 1 Description of the service and price lists for Telephone communication;
- Appendix No. 3 Description of Services and price list for a Virtual PBX;

## 2.      The Operator shall:

2.1      Make reasonable efforts to provide the Subscriber with Services with quality parameters established in accordance with the requirements of the legislation of the country where the Services are provided round the clock.

2.2      Provide the Subscriber with access to the management of Services (changes in the list, volume, parameters and individual settings of Services), as well as information about the Services consumed, Invoices and Certificates issued through the MyKOMPaaS Account.

2.3      Provide the Subscriber with the necessary information for the conclusion and termination of the Agreement on the use and suspension of Services in one or several ways determined by the Operator:
- by posting on the Operator's Website;
- in MyKOMPaaS Account;
- on the phone;
- by e-mail;
- in writing, by sending it to the Subscriber's address.

## 3.      The Operator may:

3.1      Change the cost of tariffs and packages for the Services provided with prior notification to the Subscriber at least 15 (fifteen) calendar days before the start of the action.

3.2      Suspend the provision of Services to the Subscriber in the following cases:
- if the Subscriber violates the requirements of the law and / or the terms of the Agreement. The suspension of the provision of Services is carried out until the circumstances that served as the basis for the suspension of the provision of Services are eliminated. During the entire period of Services provision suspension, the Operator has the right to charge a subscription fee to the Subscriber's MyKOMPaaS Account;
- if it is necessary to carry out preventive or emergency work. At the same time, the Operator must notify the Subscriber about the planned maintenance work no later than 3 working days in advance. The total amount of time that the Operator can use for preventive and emergency work should not exceed 48 hours per year.

3.3      Before or while providing the Services, in order to provide the Services or for a certain Subscriber, the Operator may verify the data about the Subscriber and the validity of his/her will to receive the Services by arranging a meeting with a representative of the Operator in the Operator's office or at the Subscriber's address. Should the Subscriber refuse to hold a meeting or

refuse to provide the information requested by the Operator, the latter may refuse to provide the Services to the Subscriber.

3.4     The Operator is entitled to transfer its rights and obligations under this agreement to another person licensed to provide telecommunications Services that are subject of this agreement, a mandatory notification of the Subscriber on the transfer of these rights shall be sent to the Subscriber.

**4.      The Subscriber shall:**

4.1     Pay for the Services provided to him in the amount and in the manner specified in the Agreement. This includes fulfilling the financial conditions for providing Services: in case of a prepaid payment system, maintain a positive balance of Subscriber's MyKOMPaaS account, and in case of a postpaid payment system, pay for the Services provided on time. In any case, Subscriber shall not exceed the limits on the resources provided, make the necessary payments independently and in a timely manner. Control over the state of the MyKOMPaaS Account balance is carried out by the Subscriber through the MyKOMPaaS Account, which contains all the necessary information.

4.2     Independently review the information provided by the Operator in accordance with clause 2.3.

4.3     Bear full responsibility for the actions of their representatives: The Owner and the User of the MyKOMPaaS Account.

4.4     Within one month from the date of the relevant changes, notify the Operator of all changes in its identification data (for Subscribers-legal entities) and personal data (for Subscribers — individuals), as well as changes in bank details, addresses for the delivery of documents and notifications, contact phone numbers, mail and fax numbers by specifying the actual data in the MyKOMPaaS Account or in writing.

4.5     All property and other adverse consequences of a breach of this paragraph of the Agreement shall be borne by the Subscriber.

4.6     Not perform any unauthorized actions in the Operator's network aimed at gaining access to the Operator's databases or software and other actions that may harm the Operator, other Subscribers or third parties.

4.7     Not use the Services for committing illegal actions or actions that cause damage to third parties, including sending messages or calls of an advertising, commercial or agitation nature that are not agreed with the addressee.

4.8     Use the Services exclusively for their own needs, but not for commercial reasons by providing traffic Services or implementing other forms of inter- operator interaction.

4.9     Not use the Services with the aim to provide traffic Services or implement other forms of inter-operator interaction.

4.10    Prevent unauthorized passing traffic from third parties on the network or network Operator, undertake necessary security settings on Subscriber (terminal) equipment, take measures to preserve the confidentiality of login and password used to access the dashboard and terminal

equipment. All undesirable property and other consequences of unauthorized use of the Services by third parties are borne by the Subscriber.

**5.       The Subscriber may:**

5.1      Receive Services in accordance with the procedure provided for in this Agreement.

5.2      Contact the Operator on the issues related to the terms of use and payment for Services, as well as changes in the number and cost of Services in accordance with the applicable tariffs and packages.

5.3      Independently manage the Services and receive information about their consumption through MyKOMPaaS Account.

5.4      Grant its authorized representatives the right to access and manage MyKOMPaaS Account in accordance with the procedure provided for in the Argeement of usage of MyKOMPaaS Account posted on the website.

**6.       The procedure for rendering Services and their payment**

6.1      The following methods of calculating the payment for Services and credit limit may be applied to the relationship between the Operator and the Subscriber:

6.1.1   The method of calculations in Billing Account:
   • Prepaid payment method means that the Subscriber pays for the Services to the Operator before using them, constantly ensuring that the MyKOMPaaS Account has positive balance of funds;
   • Postpaid payment method means that the Operator provides Services to the Subscriber, and the Subscriber pays for them after use. The payment term for the Services rendered is set by the Operator.

6.1.2   The credit limit for the Services rendered:
   • In case of the Prepaid method, the limit is limited to the amount of all currently rendered Services;
   • In the case of the Postpaid method, the limit is limited to the cost of resources debited from the MyKOMPaaS Account at the time of rendering (calls, disk space, etc.).

6.2      At the onset of the Agreement, the essential conditions for the provision of Services and their payment are determined by default and consist of the following:
   • A Billing Account (the number of the specified Billing Account is considered as the Agreement number);
   • Method of billing — prepaid;
   • The credit limit is 0;
   • Deferred payment — 15 calendar days.

6.3      The terms of service may be fixed at the request of Subscriber and may be changed in the future with the consent of the parties.

6.4      After the conclusion of the Agreement on the conditions set by default, the Subscriber may activate Services and choose tariffs and packages in MyKOMPaaS Account, and subsequently change tariffs from the beginning of the next tariff period, activate packages at any time, deactivate packages from the beginning of the next period, as well as activate and deactivate tariff options.

6.5     On a monthly basis, no later than 5 (five) business days from the beginning of the reporting month or 5 (five) business days from the date of receipt of funds, the Operator, in accordance with the agreed Terms, places an invoice and documents confirming the provision of Services in electronic format in the MyKOMPaaS Account.

6.6     The documents specified in clause 6.5. of this Agreement will be available in the MyKOMPaaS Account, and will also be sent in electronic form to the email addresses specified in the Subscriber's details. From the moment of placing the invoice in the MyKOMPaaS Account, the document is considered received by the Subscriber, except in cases of unavailability of the MyKOMPaaS Account due to the Operator's fault.

6.7     The Subscriber is obliged to pay for the Services in accordance with the terms of payment. The payment is considered to be made at the time of crediting the funds to the Operator's current account. The costs of transferring funds are charged to the Subscriber's account.

6.8     The Billing Account balance is calculated as the difference between the Services rendered and the payments made. Funds for Services are debited according to the prices set for this Service and / or the connected package of Services and the terms of the established payment method.

6.9     Should the Billing Accout have a negative balance or a delay in payment of the Account persist, the financial lock activates automatically. When the Billing Account is financially blocked, all Services that require debiting for their provision are blocked (paid calls, recording calls to disk space, etc.)

6.10    Should a new billing period occur during a financial block, the full block activates automatically and the provision of any Services blocks.

6.11    In case of violation by the Subscriber of non-financial terms of the agreement, the Operator may apply a complete blocking in manual mode unless the Subscriber eliminates the violations committed.

6.12    Should the Subscriber not eliminate the reasons that served as the basis for the blocking within 30 days from the moment of complete blocking of the Services, the Operator may terminate the Agreement unilaterally by notifying the Subscriber.

6.13    The Subscriber may pay for the Services in one of the following ways —
   • Payment by bank card or through electronic payment Services in the MyKOMPaaS Account;
   • By making a transfer to the Operator's bank account according to the invoice issued.

6.14    Should the Subscriber not agree with the invoice or part of it, he may submit a written claim to the Operator within 10 calendar days after the invoice date, justifying his disagreement with the payment of the invoice. Should the Subscriber not challenge the invoice in writing within 10 calendar days, the Service is considered accepted and subject to payment.

6.15    Should errors be detected in the invoice issued by the Operator, the corresponding amendment is made in the invoice for the following reporting month.

6.16    Should the total time of suspension not exceed 48 hours per year, the time of suspension of Services provision or deterioration of the service quality as a result of preventive or emergency maintenance shall not be considered when calculating the cost of Services. After exceeding the

downtime by more than 48 hours per year, the downtime in excess of 48 hours should reduce the Service delivery time period.

6.17    In the payment order, the Subscriber specifies the number and date of conclusion of the Agreement. The funds received to the Operator's current account are credited to the Subscriber's MyKOMPaaS Account on the next business day. The payment date is the date when the funds are credited to the Subscriber's MyKOMPaaS Account. In case of incorrect execution of a payment order by the Subscriber (the Company registration number, tax number, Agreement number and date, and other errors), the term for crediting funds to the Subscriber's MyKOMPaaS Account may be extended until the correct payment details are specified. The Subscriber is responsible for any negative consequences resulting from the Subscriber's error when making a payment for Services.

6.18    If the payment for the Services is made by a third party, the Subscriber is obliged to notify the Operator no later than the day of the payment.

## 7.    Bonus programs

7.1    The Operator may apply bonus programs when providing Services. The Operator determines the terms of bonus programs unilaterally and places them on its website or informs the Subscriber in any other way mentioned in this Agreement. The terms of the bonus program applied by the Operator is an independent document that fully regulates the relationship between the parties in the process of implementing the bonus program.

7.2    Should the Subscriber perform actions that fall under the terms of the bonus program, the operator makes accruals to the corresponding MyKOMPaaS Account of the Subscriber in the amount according to the bonus program.

7.3    The funds accrued by the operator to the Subscriber are recorded on his MyKOMPaaS Account separately from the Subscriber's own funds.

7.4    The funds accrued to the Subscriber by the Operator may be used by the Subscriber during the validity period of this Agreement to pay for communication Services and other Services provided by the Operator.

## 8.    Confidential information

8.1    All information provided by one party to the Agreement to the other party in connection with this Agreement, related to the economic activities or security of the party or its counterparties, including all financial information, technical data, information related to pricing methods, statistics, programs and software, research and development, is considered confidential.

8.2    Confidential information shall be considered to be the property of the disclosing party, and the receiving party shall not disclose it to third parties or use it except for the purpose of executing this Agreement, without the prior written consent of the disclosing party.

8.3    The Parties undertake to ensure the confidentiality of information and data received from each other in connection with the performance of this Agreement, with the exception of information and data that are publicly available, during the term of the Agreement, as well as for two years after its expiration.

## 9.    Force majeure

9.1     Neither party to the Agreement shall be liable for failure or delay in performing its obligations under hereunder if such failure or delay is caused directly or indirectly by the effects of extraordinary unavoidable circumstances, such as: fire, explosion, vandalism, sabotage, natural disasters, flood, earthquake, hostilities, civil commotion, rebellion, revolution, terrorist acts, issuance of governmental orders, court decisions and decrees, and system malfunction or fluctuation of electric systems. This condition shall not be applied to the obligation to pay for the Services rendered before the date of force majeure and the Services that were not affected by force majeure.

## 10.     Liability of the parties

10.1     The parties are liable in the amount and in the manner provided for in this Agreement for the violation of this Agreement, as well as in the current legislation of the country where the Services are provided.

10.2     Under no circumstances shall the Operator be liable to the Subscriber and third parties for direct and / or indirect losses incurred by the Subscriber and/or third parties as a result of the use of the Operator's Services.

10.3     The Parties have agreed that neither of them shall be liable to the other party for any damage incurred by the other party in connection with:
•       any failures or malfunctions in the operation of equipment, software or data transmission facilities related to the provision of Services and managed by third parties;
•       with any loss of data, quality, content and accuracy of information obtained through or as a result of using the Services.

10.4     The Operator is not responsible for the content of the information transmitted and received by the Subscriber.

## 11.     Other

11.1     If a separate agreement between the Subscriber and the Operator establishes other rules for the provision of Services than those provided for in these Terms, the Rules of a separate agreement apply.

11.2     The Subscriber is solely responsible for the use of the Services provided by KOMPaaS only for legitimate purposes and provides, at its own expense, the protection of KOMPaaS from any claims of third parties, including government agencies, related to the use of the Services by the client. Should the telephone number provided under this agreement be used to distribute advertising, the client shall be obliged to ensure that the advertising complies with the requirements of the current legislation and independently bears the risk of liability for its violation.

11.3     From the moment of conclusion of this agreement, the Subscriber agrees to receive messages (text, voice) of an advertising nature to the telephone number provided hereunder.

## 12.     Changing the terms of the agreement

12.1     The Agreement may be amended by entering into an additional agreement in the same manner as the main Agreement was concluded.

12.2     The additional agreement is considered concluded when the Subscriber performs certain actions, the list and procedure of which are determined by the Operator and posted on the

Operator's Website or are made publicly available by the Operator in the proposal to amend the Agreement posted on the Operator's Website. Should the list and procedure of implied actions of the Subscriber, indicating his consent to the proposed Agreement changes, not be specified by the Operator on the Operator's Website or in the proposal to change the Agreement, the following list of actions shall apply:
- Non-sending to the Operator within 15 days from the date of posting on the Operator's Website of the new version of the Agreement a written refusal of the Subscriber to accept the changes to the Agreement;
- Payment for Services under the changed terms and conditions;
- Non-use by the Subscriber of his right to unilaterally withdraw from the Agreement in accordance with the procedure established by the Agreement;
- Subscriber's failure to exercise his right to unilaterally withdraw from the Agreement in the manner prescribed by the Agreement

12.3    All disputes, disagreements or claims arising hereunder or in connection with it are subject to settlement by negotiation of the Parties. Should the Parties not reach an agreement on the disputed issue, the dispute is subject to consideration of further legal procedure.

## 13.    Termination of Agreement

13.1    The Agreement may be terminated:
- By agreement of the parties;
- Unilaterally, out of court, by any party, on the grounds and in the manner prescribed hereby and the applicable legislation.

13.2    This agreement is for a minimum of one month. Should the Subscriber unilaterally withdraw from Agreement, subcribtion fee for the current month shall not be refunded.

13.3    In cases where this Agreement may be terminated unilaterally out of court by the Subscriber, the notice of termination of the agreement shall be sent to the Operator in one of the following ways, which makes it possible to uniquely identify the person who submitted this notice as a Subscriber:
- Using the Subscriber's MyKOMPaaS Account, in accordance with the procedure provided for in the relevant Annex to this agreement;
- By sending a registered letter to the Operator's address with a notice of termination hereof, with the notarized Subscriber's signature or a signature of any other person authorized to perform notarial acts in accordance with legislation of Austrian Republic.

13.4    Should the MyKOMPaaS Account's balance be positive at the time of termination hereof and payment for all the Services rendered by the Operator, the Operator shall return the unspent balance of the Subscriber's own funds based on the Subscriber's written application for refund. Should the balance be positive, it shall be calculated in accordance with the formula given below. Funds credited to the MyKOMPaaS Account as bonuses shall not be considered when calculating the amount of refund.

13.5    The formula for calculating the refund amount: Refund amount = The amount of Services rendered minus money recieved from the Subscriber.