

## PARTNER TERMS AND CONDITIONS OF USE DIDs PROVIDED BY INTERPREMIUM NET Sp. z o.o. (“Carrier”)

The Carrier is a service provider for telephony network services in relation to the provision of PSTN, Mobile or VoIP telephony services, Premium Rate Services, non-geographic or geographic numbers, or International Premium rate numbers and/or SMS services (“Services”). Having conducted all necessary due diligence in relation to the Premium Services or other telephony services by the relevant Code Of Conduct in the territory where the Service are being operated, the Partner agrees to follow the terms and conditions on which the Carrier wishes to provide to the Partner the DIDs and/or Services subject to and in accordance with the terms of this Agreement.

### **DEFINITIONS:**

”Agreement” means the agreement entered into between the Carrier and the Partner, subject to the terms herein, hereby accepted by the Partner;

”Code of Conduct” means any code of any independent body approved for the supervision of telephone information services recognised by the different countries where the services are to be provided;

”Intellectual Property Rights” mean any patent, registered design, registered trade or service mark, copyright, design right, semiconductor topography right, know-how or any similar right exercisable in any part of the world including any application therefore;

”DIDs” or “Numbers” mean PSTN, mobile, geographic, non-geographic, domestic premium rate, international premium rate or SMS numbers allocated to the Partner;

”Order Confirmation” or “Deployment” means the Carrier’s confirmation on any future order from the Partner. Every order confirmation will become part of this contract;

”Rates” The payouts or fees specified in order confirmations, where applicable;

”Secured e-mail address” is an encrypted or non-encrypted e-mail address where messages or documents can be sent to, binding the Partner, as specified in the Registration Form.

”Traffic” are the calls generated on the numbers the Carrier provides to the Partner.

”Artificially-Inflated Traffic” (AIT) means any Traffic refused to be paid for by an upstream carrier partner of the Carrier.

### **OBLIGATIONS OF THE CARRIER**

The Carrier will forward incoming calls to the numbers allocated to the Partner via PSTN or via IP and pay the rates specified in the Order Confirmation. The PSTN routing numbers, if applicable, or the destination IP addresses and other specifications will be provided by the Partner.

The Carrier will provide on-line or daily statistical data about call volume and minutes generated by the Partner to the Partner’s system. On the basis of these statistics and data, the Carrier will prepare a periodical statement (Credit Note), to be sent to the Partner at the end of each billing period. The Credit Note is the basis for any Partner. Each Credit Note will be paid to the Partner by the Carrier on the due date that results from the payment terms specified in the Order Confirmation except when retained by an upstream carrier partner of the Carrier for AIT suspicion.

### **OBLIGATIONS OF THE PARTNER**

The Partner will provide services to the callers using the numbers allocated by the Carrier in the Order Confirmations.

The Partner will be solely responsible for the quality and delivery of the content of the Services and that these Services comply with the National Telecommunications Legislation, a Code of Conduct (where applicable) and this agreement. The Partner will obtain all necessary approvals, permissions or authorisations for use of the numbers and Services. The Partner will neither acquire any right, title or interest in the Numbers.

The Partner will inform the Carrier about the Services rendered.

The Partner will ensure that the services neither infringe any intellectual property right nor are defamatory.

The Partner will indemnify and hold the Carrier harmless from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any fine imposed by any regulatory body) incurred by the Carrier and arising out of services provided by the Partner in connection to the quality or content of the services or of marketing or promotional material or from any fraudulent use of the Numbers.

### **RATES & PAYMENTS**

The Carrier will pay the Partner in respect of calls to the allocated Numbers, according to the rates and payment terms defined in the Order Confirmations. The payments will be made at the date set forth in the Order Confirmation to the bank account specified in

the contact sheet. Each Party will cover its part of the international banking or money transfer charges.

All rates mentioned are exclusive of value added tax or any other country-specific taxes.

The Carrier will not be obliged to pay the Partner for any Traffic which is not paid to the Carrier for any reason provided that, in such a case, the Carrier will inform the Partner in writing about any such fact including the reason for non-payment.

#### **TERM & TERMINATION**

This agreement will commence from the date hereof and will remain in force until the Carrier revokes any DIDs from the Partner. The Carrier may terminate this agreement with immediate effect if there is any adverse publicity against the Carrier in connection with the Partner's services or any reasonably justified AIT claim. Termination, suspension, or expiry of this agreement for any reason will be without prejudice to any of each party's respective rights and obligations accruing up to and including the date of such termination, suspension or expiry.

#### **ENTIRE AGREEMENT**

This agreement represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all prior agreement, representations or understandings by either party whether oral or written.

#### **INTELLECTUAL PROPERTY RIGHTS**

The Carrier's respective intellectual property rights will remain the property of the Carrier nothing in this agreement will be deemed to confer any assignment or licence of the intellectual property rights of the Carrier.

#### **GOVERNING LAW**

This agreement will be governed by laws of the United Kingdom. The exclusive forum for any actions brought in connection with this agreement will be the respective common court in London. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.