

telXira GmbH & telXira mobile GmbH

telXira is incorporated in Wallisellen, Switzerland as a limited liability company under "telXira GmbH" with company no. CH-020.4.051.307-0

telXira mobile is incorporated in Zurich, Switzerland as a limited liability company under "telXira mobile GmbH" with company no. CHE-153.631.240

Both telXira and telXira mobile are hereinafter referred to as "telXira"

GENERAL TERMS AND CONDITIONS

1 General

Please read these General Terms and Conditions fully and carefully before you as 'The User' use the Site and Services. These Terms and Conditions set forth the legally binding terms and conditions for use of the Site and Services and apply provided no deviating regulations are in place for a particular service or a particular group of Users.

BY REGISTERING FOR AND/OR USING THE SERVICES IN ANY MANNER, the User agrees and acknowledges without any reservation to be bound to these General Terms and Conditions, the telXira Data Security policy and the telXira Code of Conduct, AND ACCEPTS ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES REFERENCED HEREIN.

Should a User not agree to these General Terms and Conditions or be unable to comply with these General Terms and Conditions, the User should immediately cease using the site and/or other Services and/or terminate the registration process. If the User is accepting on behalf of a legal entity, the User represents and warrants that it has the authority to do so.

telXira reserves the right to refuse to accept and/or execute to do business or to render any services without giving any reasons thereof.

2 The Site and Services

telXira offer through their website SMS Campaign services from which retail and enterprise Users can manage their contacts and send out Bulk SMS to their clients, which are hereinafter referred to as "the Site" or 'the Services'

In order to use any services of telXira the User has to sign an 'Order Form', thereafter referred to a 'Service Order' and open an account (the "Account").

The User shall comply with any telXira policies in regard to fraudulent or unlawful use of the Services or the telXira network.

telXira shall be entitled to:

- (a) change the technical specification of the Site or other Services (provided that such changes do not materially affect the performance of the Site or other Services) where necessary for operational reasons, statutory or regulatory requirements;
- (b) give the User instructions (which the User shall comply with) which telXira believes to be necessary for health and safety reasons or for maintaining the quality of the Site or other Services;
- (c) make alterations to any Service (including without limitation conversions, shifts, reconfigurations and renumbers). Such alterations may result in disruption to the Service although telXira will use reasonable endeavours to minimise any disruption to the User, and where practicable, telXira will give the User as much notice as possible; and

Network operators may modify, enhance, develop or discontinue components of their services at any time without prior notice, in which event telXira shall be entitled to modify, enhance, develop or discontinue affected services to Users without notice.

The Site and its content including the brand and the Service are protected by the respective copyright laws, and belong to telXira. The User bears the risk that the basic services offered correspond to its needs and requirements.

telXira shall be entitled to record any or all calls to telXira support or service centers in order to monitor the quality of support or Service provided or for training purposes.

3 Availability

telXira shall make all reasonable endeavors to ensure uninterrupted and continued use of services, however the delivery of SMS messages is largely dependent on the effective functioning of cellular networks, network coverage and the SMS recipient's mobile handset. telXira cannot guarantee the availability of any service, the delivery of SMS messages or the compatibility between any message or content format and any particular mobile handsets or mobile operating systems. telXira is not liable for the delivery of SMS. Furthermore telXira is not liable in particular for the untimely transmission of messages, the non-transmittal of messages or different displays of messages. telXira does not assume any liability for the contents of the messages transmitted. In the case of a violation of one of the provisions herein, the author of a message indemnifies telXira from any third party claims.

There is no claim made for the availability of this service. Messages are as a rule sent out immediately, nonetheless delays may occur when forwarding. The receipt and the dispatch of messages are not guaranteed. In principle, the SMS-Gateway is available 24 hours a day, excluding time for necessary maintenance work. The availability can also depend on the extent of use.

telXira does not warrant that the telXira network or any other network shall be free of interruptions or faults. The User acknowledges and agrees that conveyance of Services traffic may depend on factors beyond telXira's control including but not limited to factors affecting the operation of the telXira network and telXira is not obliged to convey Services traffic or provide access to the telXira network where such factors prevent it.

4 Rules of conduct and acceptable use policy

The User must follow the rules of conduct and acceptable use policy. If the User violates this policy, telXira reserves the right to suspend or terminate their account with immediate effect and without prior warning.

The User agrees to use the Site and other Services provided by telXira, only for lawful purposes. The User agrees not to take any action that might compromise the security of the Site or other Services, render the Site inaccessible to others or otherwise cause damage to the Site, or its content. The User agrees not to add to, subtract from, or otherwise modify the Site or any content, or to attempt to access any content that is not intended for the User. The User agrees not to use the Site or other Services in any manner that might interfere with the rights of any third party.

It is forbidden to use the Site to send any messages with offensive content, to promote anything illegal, or to harass any of the recipients. The User may not send any content, which could be construed as unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, glorifying or promoting violence, profane, sexist, racist, corrupting young people, nationalistic, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by telXira in its sole reasonable discretion.

It is forbidden to send any fraudulent or Artificially Inflated Traffic "AIT" which refers to when the flow of messages to any particular Service is, as a result or consequence of any activity by or on behalf of Customers, End Users or the User himself, disproportionate to the flow of messages which would be expected from good faith commercial practice and usage of the telXira Network;

Users warrant that:

- (a) recipients of any commercial messages have a recent prior commercial relationship with the User and expect to receive marketing communications from the User and/or recipients have either requested the receipt of messages from the User or consented thereto;
- (b) they shall comply with all applicable laws, regulations, network operator requirements or applicable codes of conduct which may be applicable in their jurisdiction and the jurisdiction of all persons to whom they cause messages to be delivered;
- (c) they shall include their own contact details and identifying particulars in their messages to ensure that complaints are directed at them and not to the network operator;
- (d) they shall not engage in any fraudulent act by means of or in connection with any of the Services nor in connection with payments; telXira adhere to a strict fair usage policy.
- (e) that they shall not impersonate any person or entity, including any employee or representative of telXira.

The User may not send an SMS with a sender ID using a telephone number that does not belong to him, or one that his is not authorized to use. telXira offers services to operate 2-Way messaging, to which recipients from SMS can reply. The User is not entitled to operate this service independently in conjunction with the telXira SMS-Gateway

The User is not allowed to send content including 0900 xxx numbers

5 Billing and Activation

By opening an account (registering for a username/password), subscribing for any Services, a 'Service Order' and paying a service fee (the 'Service Fee') the User is allowed to use the respective Service for a certain period of time.

PREPAID Services

When the User subscribes to the Services, the Service Fee can be paid by a valid credit card (Visa, MasterCard, American Express), or by a bank transfer on request (based on an invoice). The Service Fee will be charged in the corresponding currency indicated in the Order Form. A variation of the writing "telXira" will appear on the credit card statement. At the time of checkout, telXira will obtain an authorization from the credit card provided by the User. Once telXira receives the credit card authorization, telXira will grant access to the Services.

Access to the Services will generally be granted after receipt of the Service Fee. In case the User has paid by wire transfer, telXira will post the payment to User's account as quickly as possible. Monthly subscription fees will be charged to the credit card automatically. If the User disputes any charges on their card without speaking to telXira first, their account might be suspended, and all data be deleted with immediate effect.

telXira shall provide Services against a pre-payment from the User to the extent, and for as long as the User is in Credit.

POSTPAID Services

On request, and in exceptional circumstances, pending credit checks and in agreement with telXira the User may be offered postpaid invoicing of services under the following terms and conditions:

Assuming telXira will grant the User post-paid terms; a credit limit will be defined on the order form. If the credit limit is reached the User must remit payment immediately in order that the service remains open. The amount of the payment shall be determined by telXira and shall ensure that the credit limit will not be exceeded before payment of the next regular invoice.

In the event that at any time unpaid charges exceed the Credit Limit telXira shall be entitled, at its option, to:

- a) suspend provision of the telXira Services and/or the User's access to the Site on written notice with immediate effect; and/or
- b) request an immediate payment on account by the User; and/or
- c) issue an interim invoice; and/or

d) increase the Credit Limit

In the case above, any interim invoice issued by telXira, shall be payable by the User within seven days of the date of issue.

Should the User fail to pay an interim invoice when due or make a payment on account within seven (7) days of being requested to do so, telXira will be entitled to suspend the telXira Services and/or restrict access to the Site without notice until such time as payment is made in full. At any time during the seven (7) days telXira reserve the right to suspend services.

telXira reserves the right to revert the User to prepaid billing at any time during a given contract period.

In both cases; prepaid and postpaid, a monthly invoice shall be prepared and sent via email to the User. As standard term, telXira shall forward such monthly invoices to the User after the calendar month to which the invoice relates, but in no event later than the end of the sixth calendar month following the month to which the traffic relates. Payment shall be deemed to have been made at the time when cleared funds are available in telXira's bank account.

If the User would like to receive a copy of the invoice by post, an additional charge of 5 CHF per invoice (or an equivalent amount in the corresponding currency indicated in the Order Form) will be charged to cover expenses. The User shall pay the invoice due to the other Party within 30 days after receipt of the invoice (hereinafter "the Due Date"). The payment of undisputed amounts shall not be delayed pending agreement to the adjustment of disputed items in that invoice.

All payments to telXira shall be exclusively wire transferred to the below listed bank account.

Account name: telXira GmbH
Bank: Post Finance AG
Swiftcode: POFICHBEXXX
IBAN (for CHF): CH27 0900 0000 8529 7721 1
IBAN (for USD): CH85 0900 0000 9121 8632 5
IBAN (for EUR): CH93 0900 0000 9103 2746 7

Account name: telXira mobile GmbH
Bank: Post Finance AG
Swiftcode: POFICHBEXXX
IBAN (for CHF): CH05 0900 0000 6146 5850 1
IBAN (for USD): CH85 0900 0000 9121 8632 5
IBAN (for EUR): CH55 0900 0000 9146 7148 9
IBAN (for GBP): CH94 0900 0000 1503 6785 4

A request for payment to another bank and account must be made in writing by telXira (including Facsimile, but strictly excluding Email). All payment costs (taxes, bank charges etc.) shall be borne by the User. The Parties shall use the CET (Central European Time) respectively CEST (Central European Summer Time) zone for billing purposes.

Once the Due Date of an invoice has been passed the User is automatically in arrears even if a reminder is not sent for the payment settlement. After the Due date telXira charges interest at a rate of 12% per annum. Each reminder has a charge of 10 CHF. (or equivalent amount in the

corresponding currency specified in the Order Form). In the case of a payment default, the User must pay to telXira costs covering all expenses incurred, including but not limited to legal costs, as well as the outstandings. When payments are in arrears then telXira is entitled to block services or to cancel the contractual relationship after making appropriate threats to do so. In this case claims for damages remain reserved. If the User has any questions about payments, charging and Service Fee, they should contact finance@telxira.com

telXira reserves the right to invoice the User for excessive costs of conveyance caused by fraudulent, or other similar acts of a non-commercial nature such as AIT (as defined above) initiated by the User.

6 Pricing (Service Fees) – Services

Orders that do not have an expressly agreed price in writing on the Order Form are charged at the prices as detailed on the Site.

All amounts payable according to these Terms and Conditions and the Order Forms are quoted exclusive of value added tax or any other applicable taxes which may from time to time be levied and such value added tax and any other such applicable taxes shall be itemised separately on all invoices and bills and be payable by the User in addition to, and at the same time as, any charges.

All payment costs (taxes, bank charges etc.) in the User's country and all payment charges imposed by intermediate banks in third countries shall be borne by the User.

Charges for the SMS under these Terms and Conditions shall be as set forth in the Order Forms. The charges shall be the same for all time periods and days of week, except if otherwise agreed in writing. Rates will be issued in the currency specified in the Order Form.

SMS traffic will be charged as per the rate for the terminating network. For the avoidance of doubt, if a subscriber has ported their number from one network to another, the rate charged will be the rate given for the network on which the subscriber is currently active, unless specifically defined as otherwise in the price list.

If the User sends an SMS with the same contents to multiple recipients, each individual SMS will be charged. If an SMS has more characters than are available to him (158 for GSM and 70 for Unicode), the message is split as necessary and each SMS is individually charged.

SMS' that were not delivered because the User for example sent it to a mobile number that does not exist, is inactive or to an address which the telXira system cannot identify will be charged. telXira will charge explicitly per sent message and not per delivered message.

The User should ensure that they do not send more than 30% of their total of traffic to international destinations (unless specifically agreed in the Order form). If the User exceeds 30% they will be subject to an immediate increase in pricing.

The Service or purchase cannot be cancelled once it was paid, or signed for and will not be refunded if not used.

telXira is authorized to increase the fees at any time by not less than fourteen (14) days' notice

or five (5) days in the event that such change is the result of a regulatory change or a change in telXira's direct costs of supply. If the User does not agree to such an increase he has the option of terminating the contract with immediate effect within 14 days from when the increased fees came into force. The increased fees are announced on the website: www.telxira.com and www.telxiramobile.com in addition the User is informed by e-mail at his contact address as stated in his Account.

telXira reserves the right to send information electronically (also for advertising purposes) to the User to the email address stated in his Account.

8 Suspension of Services

telXira may (without prejudice to its other rights) suspend the provision of the Site and other Services in whole or in part with immediate effect (and the User will remain liable for all charges accrued during such period of suspension) if:

- (a) telXira is obliged to do so in order to comply with an order, instruction or request of Government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body;
- (b) telXira identifies that the User has been sending Fraudulent or Artificially Inflated Traffic "AIT"
- (c) telXira, in its reasonable opinion, considers the User is in breach of its obligations of these Terms and Conditions, it shall notify the User and shall have the right to immediately suspend the Service until such time as the User has rectified the issue to telXira reasonable satisfaction;
- (d) telXira needs to carry out work relating to the upgrading or maintenance of the Site or the related System (provided that telXira has given the User the maximum period of notice reasonably practicable in the circumstances);
- (e) the User does not pay any sum due and owing to telXira;
- (f) telXira has reason to believe the Site or a Service is being used in a manner which breaches or may breach the provisions of these Terms and Conditions;
- (g) for operational reasons or in case of emergency.

Under no circumstances shall telXira have any liability whatsoever in respect of any costs and/or losses incurred or costs/losses anticipated to be incurred by the User as a result of the suspension of the Service under these Terms and Conditions

In the event of suspension of the Site or other Services due to non-payment or breach of these Term and Conditions by the User, all sums invoiced by telXira and not the subject of a bona fide dispute shall become immediately payable.

8 Term, Renewal of Service, Termination and Inactive Accounts

telXira offers the Services for a minimum period stated on the Order Form, the Service Order Duration, at the time of purchase. After this minimum period both telXira and the User are entitled to cancel the provision of Services in keeping with the cancellation period of 1 month before the end of the respective period. The cancellation must be made in writing by means of a letter or email. After the minimum duration, the service order will be extended automatically for the same period as the initial minimum term. Any credit left on the Account at the time of cancellation will not be refunded.

If an existing Account is not used over a continuous period of more than 12 months (twelve) i.e. no logins are made into the Account and no SMS are sent, telXira is entitled to, after 14 days of prior notification, render the Account inactive even if there is still an SMS allocation present on the Account. No credit will be refunded.

Once the status of the Account is inactive, the User does not have access to any data. telXira shall have no liability whatsoever to the User or any third party due to said deletion of data and any cancellation and/or termination.

telXira may terminate the Service Order with immediate effect by written notice:

- a) in the event that an administration order is made, or a receiver or administrative receiver is appointed over any of the User's assets or undertakings or a winding up resolution or petition is passed (otherwise than for the purposes of reconstruction or amalgamation);
- b) in the event that the User files a bankruptcy petition, and said petition is not disposed of within (30) thirty days, or if the User shall make an assignment for the benefit of creditors or have a receiver appointed for him or his property or takes or suffers similar action in consequence of indebtedness or illiquidity;
- c) if the User is in material default of a material obligation under these Terms and Conditions and in the case of any breach capable of remedy fails to remedy the breach within a period of thirty (30) days after receipt of written notice to do so from telXira;

Following termination of a Service Order and without prejudice to any rights or remedies available to telXira, the User shall pay to telXira on demand all arrears of charges due up to the date of termination under these Terms and Conditions or as a result of termination of the Service Order. This clause shall continue to be binding on the User notwithstanding termination of the Service Order .

If the User ceases or transfers, or decides to cease or transfer, its business or a substantial part of its business, which shall be understood to include the transfer of its business to a newly formed or already existing company, or changes or decides to change the purpose of its business or dissolves its business, the User shall not be entitled to cancel the Service Order and all obligations in respect of these Terms and Conditions and the Service Order will be fully obtained and fulfilled by the successor.

9 Disputes

An invoice shall be deemed to have been accepted by the User if the User does not object in writing within 10 days of receipt of the invoice. Adjustments as agreed upon by both Parties shall be settled in the form of a credit.

The User may dispute an invoice or charge if they believe it to be incorrect and if the difference is greater than 3% of the entire invoice or charge value. Billing disputes must be initiated contacting finance@telxira.com. Upon expiration of such 10-day period, the User will not be entitled to dispute any fees paid or payable to telXira. The Parties shall attempt to resolve the dispute in good faith in a timely manner. If the Parties fail to resolve the dispute within 30 calendar days, all disputed claims must be resolved by the competent courts of Zurich.

10 Disclaimer of Warranties

telXira MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE OR ANY CONTENT. telXira EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE. telXira DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS ON THE SITE OR IN THE SERVICE WILL BE CORRECTED. telXira DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. telXira DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE, THE SERVICE AND THE CONTENT ARE ONLY PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

11 Limitation of Liability

IN NO EVENT WILL telXira BE LIABLE AND LIABILITY IS EXPLICITLY EXCLUDED FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA; (V) THE LOST OR DAMAGE OF UPLOADED DATA (INCLUDING, BUT NOT LIMITED TO ANY CONTACT-LISTS), OR (VI) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF telXira HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE USER IS DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, THE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND/OR THE SERVICE.

Nothing in these Terms and Conditions shall exclude or restrict the User's liability for death or personal injury resulting from the negligence of itself or its employees while acting in the course of their employment or for fraud or wilful misconduct.

The maximum aggregate liability of the User in contract, tort, negligence or otherwise arising out of, or in connection with, the Site or other Services shall be limited in respect of any one event or series of two or more connected events (including for any loss of data) to an amount equal to 600,000 CHF (or an equivalent amount in the corresponding currency indicated in the Order Form) and shall be limited with respect to the aggregate of all claims arising out of, or in connection with the Site and other Services to £1,200,000. CHF (or an equivalent amount in the corresponding currency indicated in the Order Form)

The provisions of this clause 11 shall continue to apply notwithstanding termination of the Service Order.

12 Insurance

The User shall effect and maintain suitable legal liability insurance of not less than 1,200,000 CHF (or an equivalent amount in the corresponding currency indicated in the Order Form) for each and every claim arising and shall produce to telXira. Within 15 Working Days of any written request, a copy of the policy of insurance together with the receipt for the current premium. If the User fails to provide such a copy and receipt within the stated timescale, telXira may terminate the contract and relevant Order Forms in whole or in part immediately on written notice.

13 Indemnification

The User acknowledges and agrees that he is personally responsible for his behaviour on the Site and use of the Services. The User agrees to indemnify, defend and hold harmless telXira, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third party information providers to the Services from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of the User's, the User's end users', employees', agents', representatives' and third-party contractors' use, misuse, or inability to use the Site and the Service, or any violation by the User of these General Terms and Conditions.

14 Security

If the User opens an Account and subscribes for the Service that telXira provides through the Site, they are responsible for maintaining the confidentiality of their identification (username) and password information, and for restricting access to their computer (including any telephone or tablet devices). The User agrees to accept responsibility for all activities that occur under their identification and password.

The User shall establish and maintain appropriate security procedures to prevent damage to the telXira network, the Site or other Services, including any reasonable security procedures notified by telXira to the User from time to time.

15 No Rights or License and Intellectual Property

The User is granted no rights or license to any software by these General Terms and Conditions. The User acknowledges and agrees not to, directly, or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, remove any notices, labels or advertisement from the Site and the system. The User also agrees not to modify, translate, or create derivative works based on any aspect of the Site, the Service and the system. The User understands that he has no rights to copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Site, the Service and the system or any of its components.

All intellectual property rights with regard to the Services stay in the sole ownership of telXira.

16 Links to Third Party Web Sites / Linking to this Site

Links on the Site to third party web sites or information are provided solely as a convenience to the User. If the User uses these links, they will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by telXira of the third party, the third party web site, or the information contained therein. telXira is not responsible for the availability of any such web sites. telXira is not responsible or liable for any such web site or the content thereon. If the User would like to link to the Site, the User must follow the following guidelines: Unless specifically authorized by telXira, the User may not connect "deep links" to the Site, i.e., create links to this site that bypass the home page or other parts of the Site, and the User may not mirror or frame the home page or any other pages of this Site on any other web site or web page.

17 Data Protection and Privacy Policy

telXira will adhere to the legislation in force regarding the treatment of data, and in particular the Telecommunications and Data Protection Acts specifically, but not limited to those terms as defined in the EU GDPR legal resolutions.

telXira shall collect, store and edit data only for the purpose of providing services, managing and maintaining the customer relationship, ensuring the high quality of service and the security of operations and infrastructure and billing purposes.

In delivering service to the User telXira processes Personal Data on behalf of the User and for such purposes telXira is the Data Processor and the User is the Data Controller. In connection with such processing telXira shall;

- (a) process the Personal Data only on documented instructions from the User and in accordance with these Terms & Conditions
- (b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and take steps to ensure that such persons only act on telXira's instructions in relation to the processing;
- (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which

is to be protected (and the User shall notify telXira immediately if the nature of such Personal Data changes in a material way);

- (d) remain entitled to appoint third party sub-processors. Where telXira appoints a third party sub-processor, it shall, with respect to data protection obligations (a) ensure that the third party is subject to, and contractually bound by, at least the same obligations as telXira, and (b) remain fully liable to the User for all acts and omissions of the third party;
- (e) in addition to the sub-processors engaged pursuant to this clause 17, be entitled to engage additional or replacement sub-processors, subject to (i) the provisions of this clause 17 being applied, and (ii) telXira notifying the User of the additional or replacement sub-processor, and where the User objects to the additional or replacement sub-processor, the parties shall discuss the objection in good faith;
- (f) not transfer Personal Data outside of the UK / European Economic Area except where such transfer is made in such a way as to ensure that the level of protection offered to natural persons by the Applicable Data Protection Legislation is not undermined, or on the request of the Customer when the recipient of the message is international;
- (g) assist the User to respond to requests from Data Subjects who are exercising their rights under the Applicable Data Protection Legislation;
- (h) notify the User without undue delay after becoming aware that it has suffered a Personal Data breach and shall not inform any third party of the Personal Data breach without first obtaining the User's prior written consent, except when law or regulation requires it;
- (i) on the User's reasonable request, assist the User to comply with the User's obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Applicable Data Protection Legislation), comprising (if applicable): (i) notifying a supervisory authority that telXira has suffered a Personal Data breach; (ii) communicating a Personal Data breach to an affected individual; (iii) carrying out an impact assessment; and (iv) where required under an impact assessment, engaging in prior consultation with a supervisory authority;
- (j) unless applicable law requires otherwise, upon termination of the contract, at the option of the User comply or procure compliance with the following (i) delete all personal data provided by the User to telXira and/or (ii) return to the User all Personal Data provided by the User to telXira;

This privacy policy applies to the use of the Site and the Services, and its terms form an integral part of these General Terms and Conditions. Additionally, by using the Site and the Services, the User acknowledges and agrees that internet transmissions are never completely private or secure. The User understands that any message or information sent to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted. Message data is stored on servers for technical reasons.

telXira explicitly agrees not to share any details of the uploaded data with any third party. telXira reserves the right to use the data for sales and marketing purposes, or for internal analytical purposes to improve the product or Services for the User.

However, the User acknowledges and agrees that telXira will upon request from the Police or any public authority forward SMS data.

As is standard practice, telXira may use "cookies" (including flash cookies which are different from browser cookies because of the amount of, type of, and how data is stored) and other technologies to help telXira understand which parts of the Site are the most popular, where the visitors are going, and how much time they spend there. If, however, the User prefers not to enable cookies, the User shall disable cookies. The User acknowledges that certain features of the Site may not be available once cookies are disabled. In general, it also helps telXira manage and track the effectiveness of its marketing efforts.

18 Confidentiality

The User shall use the Confidential Information disclosed to him (by whoever disclosed) only for the proper performance of the Site and the Services under these Terms and Conditions and shall not without telXira's written consent disclose or permit the disclosure of the Confidential Information disclosed to it except in confidence to those of its employees, officers and professional advisers (and those of its affiliated entities) who need to have access to it for the proper use of the Site or other Services.

The provisions of Clause 17 shall not apply to Confidential Information that:

- a) the User can prove was known to him or in its possession before that information was disclosed to him; or
- b) is in or enters the public domain through no wrongful default of the User or any person on its behalf; or
- c) the User receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or
- d) is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body.

Within three (3) days of receipt of a request to do so made at any time and in any event if an Order Form is terminated, the User shall promptly return or destroy at the request of telXira all Confidential Information of telXira.

The nondisclosure clause shall survive the termination or expiry of any Service Order signed by the User.

19 Entire Agreement / No Waiver / Assignment

These General Terms and Conditions are published at www.telxira.com and www.telxiramobile.com and at the Site after any changes have been made. The User will be

informed of the changes by e-mail at least four weeks before the changes enter into force, via the e-mail address given for an order. If such changes are not contradicted within one month from their notification, they are considered as accepted

If any part of these General Terms and Conditions is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision, all of which will remain in full force and effect.

No waiver by telXira of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. telXira is entitled to assign any claims against Users as well as the contractual relationship with the Users (including particular Services) to any third party at any time without User's prior notification and/or consent.

Nothing in these Terms and Conditions shall create a partnership or joint venture between the parties or constitute any party being the partner, agent or legal representative of the other.

20 Enforcement / Governing Law / Place of Jurisdiction

All disputes relating to these General Terms and Conditions, the User's use of the Site, the Services, or the content, are governed by, and will be interpreted in accordance with, the material laws of Switzerland ,

Exclusive Venue for any litigation shall be Zurich, Canton Zurich, Switzerland, mandatory places of jurisdiction reserved.

SUPPLEMENTARY TERMS AND CONDITIONS SPECIFIC TO THE USAGE OF VIRTUAL NUMBERS

1 General

In addition to the rights and obligations of the parties set out in the Terms and Conditions (including the appropriate Order Forms), telXira shall provide the Virtual Mobile Number Service to the User on the terms set out in these terms & Conditions and relevant Order Forms.

For the avoidance of doubt, these are supplementary Terms and Conditions applied to Virtual Mobile Number usage and shall apply in addition to the Terms and Conditions listed in the General Terms and Conditions.

The User shall conform to the specifications in order to use the Virtual Mobile Number Service as reasonably provided by telXira from time to time.

Following a written request by the User, telXira will allocate the User (as appropriate at telXira reasonable discretion) a block of, or individual Virtual Mobile Numbers.

telXira may, in its absolute discretion and without providing any reason, refuse a request for Virtual Mobile Numbers from the User.

2 Traffic Profile: Mobile Originating (MO) and Mobile Terminating (MT) SMS

The User acknowledges that the ratio of originating and terminating SMS shall be approximately one to one, and shall include A2P traffic. In the event that such ratio exceeds more than 1:1 (MO:MT) for two (2) consecutive months, or exceeds 2:1 (MO:MT) in any five (5) days within a calendar month telXira reserves the right to add an administration fee per MO SMS of 0,0100 CHF (or an equivalent amount in the corresponding currency indicated in the Order Form) per message (or equivalent in the currency stated in the Order form, in respect of all such messages with effect from the first day of the calendar month immediately following such breach. The User shall pay any invoice correctly raised by telXira under its standard terms of payment.

In respect of the Virtual Mobile Numbers allocated to the User, telXira shall:

- (a) route traffic received from third parties for such Virtual Mobile Numbers to the User System, and
- (b) route traffic received from the User for termination according to the destination number.

In addition to its other obligations under these Terms & Conditions (including the appropriate Order Forms), the User will (and the User shall ensure its Customers are contractually bound as such):

- a) not use the Virtual Mobile Number Services to;
 - (i) receive messages originated from devices which are not capable of mobility or any device sending messages from outside the country where the number is allocated unless where specifically told that the number is available internationally;
 - (ii) send the message anywhere other than to a device capable of being used in motion and conveying the message through the medium of electronic magnetic energy at a frequency not more than 5THz; or
 - (iii) send messages to destination numbers for which they do not have pricing allocated
- b) consult with the applicable regulatory authorities and comply with all Regulatory Requirements and applicable laws (including Data Protection Legislation and Anti-Corruption Laws) in relation to the exercise of its rights and/or performance of its obligations under these Terms & Conditions and/or the provision of the Virtual Numbers Services to Customers and End Users and will provide upon request to telXira any information that telXira may reasonably require to demonstrate telXira's compliance with any applicable laws or Regulatory Requirements;
- c) not use the Virtual Mobile Numbers Services or, where within the User's reasonable control, allow any third party (including Customers and End Users) to use the Virtual Mobile Numbers Services for any immoral, obscene, defamatory, harmful, offensive or unlawful purpose;
- d) not use Artificially Inflated Traffic in connection with the Virtual Mobile Number Services; (refer to the Terms & Conditions where "AIT" is described);

- e) not use the Virtual Mobile Number Service to facilitate Credit Creation Services where traffic is run to generate a payout from the mobile operator;
- f) not use the Virtual Mobile Number Service to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;
- g) only provide the Virtual Mobile Numbers Services on legally binding contracts which include terms which restrict the activities set out in clause (n) and (o) below and will take all steps as are reasonably necessary to enforce such restrictions contained;
- h) not connect or, where within the User's reasonable control, allow any third party to connect or continue the connection of any device to telXira's network which could generate an excessive amount of traffic in one location without telXira's prior written consent;
- i) monitor activities to the extent technically feasible and commercially reasonable, involving fraud, artificially inflated traffic and any other breaches of security connected with the use of the Virtual Mobile Numbers Services and notify telXira immediately of any such activities;
- j) comply with the Data Security Policy in relation to access to telXira's systems;
- k) not make any disparaging remarks about the Virtual Mobile Numbers Services, the telXira Network, telXira, any telXira affiliate or the Primary Access Network provider or any Alternative Access Network provider;
- l) not mislead or deceive, or make any false statements or representations to, Customers or any other person in respect of telXira's network or the Virtual Mobile Numbers Services;
- m) not use the Virtual Mobile Numbers Services or allow any third party to use the Virtual Mobile Numbers Services in any way that infringes any Intellectual Property Rights including patent, copyright, trademark, or trade secret, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;
- n) comply with all reasonable instructions issued by telXira from time to time in relation to the operational use of the Virtual Mobile Numbers Services (including where such instructions are required to comply with any Regulatory Requirement); and
- o) not permit the Services to be used to transmit or disseminate any of the following:
 - (i) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data, or personal information;

- (ii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of telXira or any third party; or
- (iii) messages that are not in compliance with the regulations, orders or directions issued by any legal, governmental, or regulatory authority or body.

If telXira, in its reasonable opinion, considers the User is in breach of its obligations of these Terms and Conditions Specific to the Usage of Virtual Numbers, it shall notify the User and shall have the right to immediately suspend the Virtual Mobile Number Service until such time as the User has rectified the issue to telXira reasonable satisfaction.

The User shall defend, indemnify, and hold harmless telXira from and against all third party claims or fines arising from the User's, the User's end users', employees', agents', representatives' and third-party contractors', violation of the Paragraph (q) of these Terms and Conditions. The User agrees that it will co-operate fully with telXira in responding to and complying with audit requests and data management amendments ("DMAs") issued by a regulatory body or mobile network operator.

On receipt of a valid request from an End User to transfer a number or numbers from a hosted number range to another service provider telXira will action such request without reference to the User in accordance with the relevant regulations provided that the mobile network host has an existing porting agreement with that service provider. In the event that no valid porting agreement between the host network and the service provider exists telXira will use reasonable endeavors to execute such an agreement but will not be able to fulfil the requested transfer until the agreement is executed.

3 Marketing funding in respect of Virtual Number Services

telXira shall also at its discretion make available to the User marketing funding in respect of the incoming messages received by telXira and transited to the User.

In the event that telXira provides marketing funding to the User per SMS, which must be stated in the Order Form, and subject to the terms of these Terms and Conditions (both General and Supplementary), the User warrants that such marketing funding shall be retained by the User and not flowed down to any other party in its supply chain or its Customers.

telXira reserves the right to change the above marketing funding contributions in the event of regulatory changes or changes to its direct costs of supply at any time by not less than five (5) days' written notice to the User.

telXira reserves the right not to issue any marketing funding in respect of messages originated from a telXira on-net service, and no such messages shall contribute to message thresholds set out above.

telXira reserves the right to withhold any marketing funds in the instance of "AIT" or Credit Creation.

telXira is willing to issue, and the User wishes telXira to issue, credit notes on behalf of the User to telXira, commonly known as a self-billing arrangement. These terms set out such arrangement:

telXira agrees:

- a) to issue credit notes for all supplies made to them by the User from the date of the Order Form for the remaining duration of the contract;
- b) to complete credit notes showing the User 's name, address and VAT registration number, as well as such other details that are required to constitute a VAT invoice;
- c) to make a new self-billing agreement in the event that telXira's VAT registration number changes; and;
- d) to inform the User if the issue of credit notes will be outsourced to a third party

The User agrees:

- a) to accept credit notes raised by telXira on its behalf from the date of the Order Form for the remaining duration of the duration of the contract;
- b) not to raise sales invoices for the transactions covered by this contract; and;
- c) to notify telXira immediately if it changes its VAT registration number, ceases to be registered for VAT or sells its business (or part of its business).

telXira will transfer the funds into the User's nominated bank account within sixty (60) days from the date of the invoice, subject strictly to the provisions of these Terms and Conditions.

telXira shall not have any obligation to make a payment to the User in respect of any Service if:

- a) in relation to messages, it has not received the applicable payment in full from the relevant Customer, End User or Mobile operator.
- b) it is obliged to do so by an order of any court, tribunal or regulatory body
- c) in telXira's reasonable opinion fraud, Artificial Inflation of Traffic, or Credit creation has taken place. In forming an opinion as to whether "AIT" has taken place, telXira shall have regard to, but shall not be bound by, the factors set out by the Mobile operator hosting the Virtual Numbers.
- d) the corresponding repayment or rebate from the Mobile Operator or any other originating operator or any other transit operator to telXira has been withheld;
- e) The Mobile operator or any other transit operator seeks to or threatens to withhold from telXira payment of revenue or other payments deriving from or attributable to the same Revenue Share Service;
- f) telXira has reason to believe a telXira Service or User Service is being used in a manner which breaches or may breach these Terms and Conditions;

- g) the User is in breach of any of the material terms of Terms and Conditions;
- h) the provisions of all or any part of telXira Services are suspended in accordance with these Terms and Conditions; or
- i) the User does not pay any sum due and owing to telXira.