

These terms of service (this "**Agreement**"), together with the statement of work attached hereto, constitute the entire Agreement between Maskyoo Telephony Ltd., ("we", "us" or "Maskyoo") and you ("you") with respect to our Services (as defined below) provided hereunder.

## The Services

1. We will provide you with the right to use our proprietary system ("**System**"), which allows for the measurement of incoming telephone calls and the receipt of statistical information with respect thereof. For this purpose, we may provide telephone numbers for your use (land-line and/or mobile; "**Numbers**"), as further set forth in the statement of work hereunder.
2. We will also provide you with a personal management interface, accessible through the web (the "**Interface**"), in which you may access statistical reports of various kinds with respect to incoming calls and further manage your account with us.
3. Incoming calls to your Numbers will be terminated by the System and routed to a number designated by you through use of the Interface.
4. The services set out in Sections 1 to 3 above, shall be referred to in this Agreement together, as the "**Services**".
5. You will have no right to sell, resell, reproduce, duplicate, copy, distribute, create derivative works or exploit for commercial purposes, any portion of the Services, access to the Services, or use of the Services nor make any claim that you have such right. Unless explicitly stated otherwise, any new features provided by us that augment or enhance the current Services shall also constitute "Services" and shall be subject to these terms and conditions.
6. We have no obligation to monitor the Service, but we retain the right to do so, as well as to take any action to satisfy any law, governmental request, or to protect us and/or the Service. We shall have no responsibility for the transmission or deletion of your Content (as defined below).
7. We are neither cellular operators nor land-line operators. Our ability to grant the Services and your ability to use them are subject to numerous third party services (including without limitation, cellular and land-line operators, internet and telephone service providers, information storage services etc.). We will not in any way be liable to any act or omission of such third parties.
8. You may contact our technical support service at the following times: 8:00 to 18:00 (Monday to Friday). You may leave a message detailing any technical failure of the services 24/7, at the following number: +46-(0)8-52225805 Ext. 3 or [support@maskyoo.com](mailto:support@maskyoo.com) . The Support services will be charge free. We undertake to

provide SLA as follows: We will commence work on any Non-Critical problem within 1 Business Day as of your notice. We will commence work on Critical Problems 2 hours as of your notice. "**Critical Problem**" shall mean, a problem on our servers preventing your use of System. A Non-Critical problem – a problem which is not a Critical Problem.

## Your warranties and Representations

You hereby warrant and represent as follows:

9. You are aware of the fact the Services are provided on an "as is" basis, without any warranties and representations whatsoever with respect thereto on our part.
10. You will strictly maintain the provisions of any applicable law while receiving the Services and in connection thereto. You will not perform any action that may result in any criminal or civil proceedings.
11. You will have the sole responsibility and liability for any communications, information, content and/or materials (collectively, "**Content**") that you submit to the Service (including any recordings).
12. In the event that you wish to rout incoming calls to third parties, you will be solely responsible to obtain any required consents from such third parties.
13. You are aware that in order to maintain or improve the Services, or to prevent fraud, or for any other reason determined us, at our sole discretion, we may restrict, suspend, terminate or modify the Services with or without notice. We shall not be liable to you or any third party for any reason for terminating this Agreement or access to Services or for modifying the Services.
14. You are aware of the fact that we do not own the Numbers. Such Numbers are provided by respective operators and the usage thereof is subject to any applicable law and any restrictions or future restrictions as shall be imposed by such operators from time to time. In any event, we do not guarantee that any specific Numbers will be available to you for any period of time.
15. You are not prevented from engaging in this Agreement, whether by law or by another agreement.
16. It is your responsibility to export your content stored on the system to external Medias periodically. Maskyoo performs system back-ups; however, we will have no liability for the loss of any content stored on our System.
17. You shall be solely liable for any transmissions sent through the Services. We have no control over the content of any transmission nor will we be liable for such content. You will not use the Services to transmit any hateful, racist, or any illegal or infringing content. You will abide by all rules, regulations, procedures and policies of Maskyoo and any policies of the networks or operators connected to the Services. You agree to abide by all applicable local, national, foreign and international laws and regulations

and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through the Service.

18. You will not route any incoming calls to emergency numbers (such as police, hospital, fire etc. services).
19. You may not use the Numbers for purposes other than to receive incoming communication by voice or SMS and thereafter diverting the traffic to other phone numbers that according to the national numbering plan are used for landline and mobile communication services.
20. We reserve the right to limit you from diverting incoming calls from specific type of number (mobile or fixed) to another number of the same type (mobile or fixed).

## **Recording Conversations**

21. We offer certain features to allow you to record individual telephone conversations. We further provide the ability to play a customizable voice message at the beginning of each call to alert callers that the call will be recorded. Laws regarding the notice, consent, and notification requirements of such recorded conversations vary from state to state. In some states, you are required to obtain consent from all parties to a record a conversation. You are solely responsible for complying with all laws in any relevant jurisdiction when you use the call recording feature. You hereby release and agree to hold us harmless from and against all damages or liabilities of any kind related to the recording of any telephone conversations while using our services. We expressly disclaim all liability with respect to your recording of telephone conversations. In any event, if you elect to record a conversation, you agree and acknowledge that (a) you authorize us to make call recordings on your behalf and (b) you either (i) authorize us to play a voice message advising the caller that the call is being recorded prior to the call being connected to the party answering the call; OR (ii) Have made the necessary arrangements to ensure that the caller is provided with the necessary warning about the presence of any recordings made of an call in accordance with the law.

## **Payment for Services**

22. We will charge you the rates in effect under your plan as agreed between the parties in the statement of work, plus any enhanced service charges or taxes at the time of subscription. We may change the credit cards accepted at any time, at our sole discretion. You agree to authorize us to charge purchases made online to the credit card account supplied to us when the subscription was initiated, or the card that we have on file when the purchase is made. You agree to pay all costs and expenses, including without limitation attorney's fees, incurred by us in collecting any monies due under terms of this Agreement.

## **Term and Termination**

23. This agreement shall commence as of the date in which the statement of work will be signed by both parties and will continue for a period of 12 months, and shall be automatically extended for additional periods of 12 months each unless a party hereunder has notified the other at least 30 days prior to such extension that it does not wish the Agreement to be extended. Notwithstanding the above, either party may terminate this Agreement in an advance notice of 60 days (without derogating from our ability to terminate this agreement immediately as set forth in this Agreement).
24. During the agreed "trial period", the client will have the right to end the communication without any fees or charges, at 1 business day notice.
25. Upon the termination of this Agreement, of any reason, you will immediately cease to make any use of the Numbers and immediately cease any advertisements that contain Numbers. If we require, you will confirm of having done so in writing. Non-compliance to the provisions of this section may result in charges for any month in which such usage of Numbers was performed in addition to any payment of damages to other customers of Maskyoo to which such Numbers were allocated.

## **Proprietary Rights**

26. We will retain all right, title and interest to the Services including all copyrights, trademarks, patents and all other intellectual property rights thereto, including without limitation with respect to all technology and telephone numbers used in connection with or provided as part of the Services. You may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever.

## Passwords and Privacy

27. You agree to provide accurate and complete information about yourself in **Appendix A**. In registering with our services, you will be designated with a username and password and are responsible for maintaining the confidentiality of these. We respect your privacy. Please refer to the Maskyoo Privacy Policy (located at [www.maskyoo.com](http://www.maskyoo.com)) for more details. This policy, which may be updated from time to time by Maskyoo at its discretion, is incorporated into these terms and conditions by this reference.

## Modification of Service

28. During the term of this Agreement, we may modify or discontinue the Services at any time and with or without notice and with no liability to you. You are responsible for exporting any important or critical information that is stored on the services to your own medias.
29. We do not support number porting. If you cancel your service, your old numbers may be made available to other customers.

## Indemnity and Liability

30. You agree to defend, indemnify and hold harmless us, our directors, officers, employees, agents, vendors and affiliates from and against any and all claims, losses, liabilities (including attorney fees), damages, costs and expenses, in any way arising from or related to your use of the Service, your violation of this Agreement or your communication of any Content on or through the Service.
31. **DISCLAIMER OF WARRANTIES.** WE PROVIDE THE SERVICE ON AN "AS IS" BASIS AND GRANT NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, ANY WARRANTY REGARDING CONTENT OR ACCESS TO THE SERVICE, AND ANY WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICE OR THE FUNCTIONS, CONTENT OR SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IN NO EVENT SHALL WE OR ANY OF OUR DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE

DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE SERVICE OR THE CONTENT WHETHER ARISING AT LAW OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR COST OF SUBSTITUTE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

32. IN THE EVENT OF AN UNAVAILABILITY OF THE SERVICES FOR A REASON WHICH IS UNDER OUR DIRECT CONTROL, AND WITHOUT DERRIGATING FROM THE FOREGOING, IN NO EVENT WILL THE ENTIRE LIABILTY OF US HEREUNDER SHALL EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US IN CONSIDERATION OF THE RELEVANT TIMEFRAME IN WHICH THE SERVICES WERE NOT AVAILABLE IN THE MONTH IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH UNAVAILABILITY HAS OCCURRED. WE WILL NOT BE LIABLE TO UNAVAILABILITY OF THE SERVICES WHICH HAS OCCURRED AS A RESULT OF A REASON WHICH IS NOT OUR UNDER DIRECT CONTROL.

## **General Information**

33. This Agreement will be governed by the laws of England & Wales (without giving effect to any conflict of law rules). You expressly agree that exclusive jurisdiction and venue for any claim or dispute relating to your use of the Service shall be in London, England. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found to be invalid, the other provisions of the Agreement will remain in full force and effect.
34. Any message by us to you will be sent to the email address provided by you.
35. You hereby grant us a limited license to use your name and trademarks in our website or other notifications solely in order to identify you as one of our customers.
36. You hereby agree to receive from us, from time to time, information, updates with respect to the Services and marketing materials, whether by email, fax or otherwise.
37. This Agreement does not constitute an agreement for a third party.