

TERMS OF USE

This is a legal agreement between the natural person or legal entity (further may be referred also as "Customer", "Consumer", "User", "Subscriber" or "you") who use the application "Phonet Mobile" and other services rendered via Phonet Mobile (further may be referred also as "Services" or "Application") and agreeing to these Terms of Use (further referred as "Terms") and the applicable contracting legal entity "Phonet" LLC, registered under the laws of Ukraine and located at 3, Surikova str., Kyiv city 03035, Ukraine, office № 34 (further referred as "Phonet", "us" or "we").

By accepting these Terms of Use, or using the Application, Customer confirms those has at least age of 18 or legal age according to laws of country of origin and has the rights and authority to make legally significant actions or contracts.

By accepting these Terms of Use, or using the Application, Customer confirms that obliged to obey the terms and conditions and perform the contractual obligations by accepting these Terms, and the applicable "Service Descriptions" if any (collectively - "Agreement").

These Terms of Use are governed by the laws of Ukraine. The Terms of Use can be construed only by Phonet LLC.

1. ACCESS AND USE OF THE SERVICES

1.1. Right to Use Application and Services.

Consumer agrees to use the Services in accordance with the use levels by which we measure, price and offer our Services as posted on our websites, or the Service Descriptions. You may use our Services only as permitted in these Terms. We process your data in accordance with our Privacy Policy, which is incorporated by reference. We grant you a limited right to use our Services only for business and professional purposes. Technical support for the Services may be described in the Service Descriptions. If your affiliates use our Services, you warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with the Agreement. More information about the Services is included on our non-English version of our web-site.

1.2. Limitations on Use. By using our Services, you agree on behalf of yourself or your users, not to modify, prepare derivative works of, or reverse engineer, our Services; knowingly or negligently use our Services in a way that abuses or disrupts our networks, user accounts, or the Services; transmit through the Services any harassing, indecent, obscene, fraudulent, or unlawful material; market, or resell the Services to any third party; use the Services in violation of applicable laws, or regulations; use the Services to send unauthorized advertising, or spam; harvest, collect, or gather user data without their consent; or transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties.

1.3. Changes to Services. We reserve the right to enhance, upgrade, improve, or modify features of our Services as we deem appropriate and in our discretion. We will do our best to inform our customers in case of substantially changes in core functionality or in case of discontinue of any Services. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost.

1.4. Proprietary Rights and Phonet Mobile Trade Marks. You acknowledge that we or our licensors retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the "Phonet Mobile"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the Phonet Mobile Trade Marks or is similar to any of these. You agree to comply with our Intellectual property Rules (if any), which including the rights to use the trade mark "Phonet" and "Phonet Mobile" trade mark for Application owned by or belonged to Phonet LLC as well as Intellectual property on Phonet Mobile web-page on a website (if any).

2. SUBSCRIPTION, FEES, AND PAYMENT

2.1. Orders. You as a Subscriber may order Services using one time prepayment for Services or using our permanent ordering processes ("Subscription"). The price for the Services is specified by tariffs and can be changed by Phonet LLC at any time. All Orders are effective from the date you pay for the Subscription ("Effective Date") if otherwise does not stipulated by tariff. Acceptance of your Subscription may be subject to our verification and approval process which may last a several business days or longer. Each Subscription shall be treated as a separate and independent Subscription.

2.2. Fees and Payment. You agree to pay all applicable, undisputed fees for the Services on the terms set forth in the invoice or in tariff option. Except as set forth in Section 3.3 below or in the Service Descriptions, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges imposed by your voice and data transmission providers related to your access and use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. You agree that we may take steps to verify whether your payment method is valid, charge your payment card or bill you for all amounts due for your use of the Services, and request the consumer to update payment card information in the event the payment card on file is no longer valid. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment (if this type of payment applies). We reserve the right to update the price for Services at any time after your Initial Term (if any), and price changes will be effective as of your next billing cycle (if there is no billing cycle – from the next day). We will notify Clients of any price changes by publishing on our website, emailing, quoting or by invoicing.

2.3. Sales, Promotional Offers, Coupons and Pricing. Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of your Subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales and special promotional offers without prior notification at any time in our sole discretion.

2.4. Delayed payments. If you are unable to pay the subscription fees please immediately contact us. We may delay your payments for several days, while you retain access to your account. If you are unable to pay over the delayed payment period, we may suspend or delete your account.

3. TERM AND TERMINATION

3.1. Term. The initial term of the obligation to acquire the Services will be as specified in the Subscription ("Initial Term") and begins on the specific day from the start of using the Service (after a trial period for which payment may not be charged). After the Initial Term of the Service (if any), unless otherwise specified in the Service Descriptions or in a tariff of the Service the full amount of sum have to be paid by Client. If we allow you to restore the Services at any time after the termination, you agree that you will be bound by the current Terms and the renewal date that was valid on the effective date of the termination.

3.3. The effect of the termination. In the event of termination of the Agreement or any Services, your account may be converted into a "free" or "basic" version of the Service (if any) at our discretion. Otherwise, you immediately stop any use of the terminated Services, except that upon request we will provide you with limited access to the Services for a period specified by Phonet LLC solely so that you can receive prepaid content from the Services (as defined in Section 4 below). We are not required to maintain Services after this period. None of the parties will be liable for any damage resulting from termination of the Agreement, and termination will not affect any claims arising prior to the date of entry into force. If we terminate the Services or significantly reduce the main functions we may provide you with a proportional refund of any prepaid, unused fees (if any). You agree to pay for any use of the Services after the expiration or termination date that has not been converted to a free version (if any) of the Service.

3.4. Survival. The provisions of Sections 2 (Orders, Fees and Payment), 3.3 (Termination Effect), 4 (Your Content and Accounts), 7 (Indemnification), 8 (Limitation of Liability), 9.6 (No class action), 9.11 (Notifications) and 9.14 (Contracting Party, choice of law and place of resolution of disputes) shall remain in force after the termination of the Agreement.

4. YOUR CONTENT AND ACCOUNTS

4.1. Your Content. You retain all rights to your Content (defined below) and we do not own or license your Content. We may use, modify, interact with Content in order to provide and operate the Services. You warrant that you have the right to upload or otherwise share Content with us, and your uploading or processing of your Content in the context of our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational and administrative security measures to keep Content protected in accordance with industry standards. We will not view, access or process any of your Content, except as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or as required complying with our policies, applicable law, or governmental request. You agree to comply with all legal duties applicable to you as a data controller by virtue of the submission of your Content within the Services. If your Content, including any personal data (as defined under applicable law, which includes, but is not limited to, the General Data Protection Regulation EU 2016/679 or "GDPR" and data protection laws of the European Union) and is processed by us as a data processor acting on your behalf (in your capacity as data controller), we will use and process your Content in order to provide the Services and fulfill our obligations under the Agreement, and in accordance with your instructions as represented in this Agreement. Notwithstanding anything to the contrary, this Section 4.1 expresses the entirety of our obligations with respect to your Content. "Content" means any files, documents, chat logs, transcripts, and similar data that we maintain on your or your users' behalf, as well as any other information you or your users may upload to your Service account in connection with the Services.

4.2. Your Accounts. You are solely responsible for all use of the Services by you and your users, maintaining the lawful basis for the collection, use, processing and transfer of Content, and providing notices or obtaining consent as legally required in connection with the Services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend the Services or terminate the Agreement if you or your users are using the Services in a manner that is likely to cause harm to us. You agree to notify us immediately and terminate any unauthorized access to the Services or other security breaches.

5. COMPLIANCE WITH LAWS

In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws. Additionally, if you are a legal entity and you are required to comply with the General Data Protection Regulation, you are bound to the terms of our Data Processing Agreement that regulates the processing of personal information by you within our Services.

6. WARRANTIES

We warrant that the services will conform to the service descriptions under normal use. **W**e do not represent or warrant that the use of our services will be timely, uninterrupted or error-free, or operate in combination with any specific hardware, software, system or data, our services will meet your requirements, or all errors or defects will be corrected. Use of the Services is at your sole risk. **O**ur entire liability and your exclusive remedy under this warranty will be, at our sole option and subject to applicable law, to provide conforming services, or to terminate the non-conforming services or the applicable order, and provide a pro-rated refund of any prepaid fees from the date

you notify us of the non-conformance through the end of the remaining term. To the extent permitted by applicable law, we disclaim all other warranties and conditions, whether express, implied, statutory or otherwise, including any express or implied warranties of merchantability, satisfactory quality, title, fitness for a particular purpose and non-infringement. Some jurisdictions do not allow the exclusion of certain warranties and conditions, therefore some of the above exclusions may not apply to customers located in those jurisdictions.

7. INDEMNIFICATION

You will indemnify and defend us against any third party claim resulting from a breach of Section 1.2 or 4, or alleging that any of your Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for the reasonable expenses incurred in providing any cooperation or assistance if it is stipulated by our consent.

8. LIMITATION ON LIABILITY

8.1. Limitation on indirect liability. Neither party will be liable to the other party or to any other person for any indirect, special, consequential or incidental loss, exemplary or other such damages, including, without limitation, damages arising out of or relating to: (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost incomes or lost revenue or lost profits, or (v) costs of recovery caused and based on any theory of liability, including, but not limited to, breach of contract, tort (including negligence), or violation of statute, whether or not such party has been advised of the possibility of such damages. Some jurisdictions do not allow limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply.

8.2. Limitation on amount of liability. Except for your breach of sections 1.2 or 4 and your indemnification obligations, and to the extent permitted by applicable law, the total cumulative liability of Phonet and our respective licensors and suppliers arising out of this Terms is limited to the sum of the amounts paid for the applicable service during the 12 months immediately preceding the incident giving rise to the liability. The foregoing does not limit your obligations to pay any undisputed fees and other amounts due under any order.

9. ADDITIONAL TERMS

9.1. Free Services and Trials. Your right to access and use any free Services (if any) is not guaranteed for any period of time and we reserve the right, at any time and in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual (person) or legal entity. If you are using the Services on a trial or promotional basis ("Trial Period"), your Trial Period and access to the Services will terminate at the end of the Trial Period stated in your Order, or if no date is specified, at any day after your initial access to the Services depending on our decision. During the Trial Period (if any), to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without prior notice.

9.2. Third-Party Features. Services may provide the capability for you to link to or integrate with third-party web-sites or applications ("Third Party Services"). We are not responsible for and do not endorse Third Party Services. You have sole discretion whether to purchase or connect to any Third Party Services and your use is governed solely by the terms for those Third Party Services.

9.3. Beta Services. We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available ("Beta Services"). You understand and agree that the Beta Services may contain bugs, errors and other defects, and the use of the Beta Services (if any) is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue the provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered "AS-IS", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If you are using Beta Services, you agree to receive

related correspondence and updates from us and acknowledge that opting out may result in the cancellation of your access to the Beta Services. If you provide feedback ("Feedback") about the Beta Service, you agree that we own, process and save any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

9.4. No Class Actions. You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against Phonet LLC or any of our employees or affiliates (if any).

9.5. Security Emergencies. If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and Client will take action to promptly resolve any security issues. We may notify you of any suspension or other action taken for security reasons.

9.6. Assignment. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to any affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.

9.7. Notices. Any notices may be sent by personal delivery or through our e-mail (info@phonet.ua) or sent by registered or certified mail. We may also provide notice to the e-mail designated on your account or via postings on our web-site or in-product notices and via our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at the address in Kyiv, Ukraine, and we will send notices to the address last designated on your account. Notice is deemed to be given upon personal delivery by courier, on the second business day after the notice is actually sent and for registered or certified mail - on the fifth business day after the notice is sent, for e-mail – upon the e-mail is sent, or if posted on web-site - right upon such posting.

9.8. Entire Agreement. Order of Precedence. The Agreement sets forth the entire agreement between Client and Phonet LLC and supersedes all prior oral and written agreements, except as otherwise Client and Phonet LLC have not agreed in writing. If there is a conflict between an executed Order, these Terms, and the Service Descriptions (if any), the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by Client will add to or otherwise modify the Agreement. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed at our web-site. Your continued access to and use of the Service constitutes your acceptance of the current Terms (the last version of Terms).

9.10. General Terms. If any term of this Agreement is not enforceable, this will not affect any other terms. Client and Phonet LLC are independent contractors and nothing in this Agreement creates a partnership, agency, joint venture and fiduciary or employment relationship between the parties. No person or legal entity who/which is not a party to the Agreement will be a third party beneficiary. Our authorized distributors (if any) do not have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified in written, remedies are cumulative. The Agreement may be agreed to online acceptance by Client, or executed by electronic signature or executed by prior payment by Client for the Services and may be made in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third-party service providers, labor disputes, quarantine, local law restrictions and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

9.11. Contracting Party, Choice of Law and Location for Resolving Disputes. All disputes arising out of or in connection with this Agreement will be resolved by the Kyiv Commercial Court following proceedings in Ukraine (<https://ki.arbitr.gov.ua/>), to the exclusion of the jurisdiction of any other

courts. An action for interim measures, including protective measures, available under Ukrainian law may be brought in the Kyiv Commercial Court in proceedings in Ukraine. Any appeals against judgments will be submitted to the Kyiv Commercial Court.

Last Updated as of: November 9th 2020