

These Terms and Conditions refer to the Agreement between the Service Provider of PBX Service and the Customer for PBX Service usage.

1. SERVICES

Corporate PBX Service ("Service") is a business-class phone service provided over the internet. A Corporate PBX Service includes the ability for the Customer to make and receive phone calls over the internet. It also routes incoming calls to individuals or teams inside the company and adds standard business phone system features like an auto attendant or virtual receptionist, business voicemail, call transfers between employees, and others, depending on Customer's needs and requirements.

2. LICENSE

2.1. The Service Provider grants the Customer a limited, revocable, non-exclusive, non-assignable, non-transferable, non-resellable license and right to use the Service within the terms of this Agreement. The Service Provider reserves all rights not explicitly granted under this Agreement to the Customer. Such rights may include, but not limited to, rights to any patents, source code, copyrights, trademarks, service marks, trade secrets, proprietary processes, and all other intellectual property rights that may be related to the Service.

2.2. The Customer undertakes not to take any actions that could limit or breach the above-mentioned reserved rights and confirms that any such actions, whether intentional or unintentional, constitute a violation of this Agreement and are subject to Service suspension or termination or other appropriate action that will be taken at the Service Provider's sole discretion.

2.3. Upon termination of this Agreement, the Customer immediately loses the right for Service usage.

2.4. The Customer may not resell or transfer its right of Service usage to any third parties or provide Services to somebody else.

3. DISCLOSURE AND OTHER RELEVANT INFORMATION

3.1. The Customer warrants that it is a legally registered entity, which has all necessary documentation in accordance with the registration jurisdiction. The Customer agrees to provide the Service Provider in connection with the registration for Service, true, accurate, current and complete registered data, like, Company name, registered address, contact details, data of Customer's official representative, bank account details. In case of necessity, the Customer shall provide the Service Provider any other information (on the Service Provider request) that may be required to activate, reactivate or continue Service.

3.2. In case the Customer provides or the Service Provider reasonably suspect that the Customer provides false, misleading, inaccurate, not current, incomplete, fraudulent information, the Service Provider may at its sole discretion suspend, terminate Services or refuse current or future Service provisioning. The Customer gives the consent to the Service Provider for checking the information provided by the Customer.

3.3. In the process of Service provisioning, the Service Provider may require the Customer to provide a deposit. This deposit will be held as a guarantee of payment and cannot be used by the Customer to pay the bill or delay payment. The deposit will not earn interest. In case of Customer insolvency or Agreement termination, the Service Provider may apply the deposit towards payment of charges due. The unspent amount of deposit shall be refunded to the Customer bank account within 15 calendar days from the Agreement termination date.

4. OTHER CONDITIONS OF USE

4.1. **Emergency Calls.** The Customer confirms that he understands that VoIP-based services are subject to the vagaries of the Internet, and therefore are inherently unreliable. The Customer will maintain at all times a traditional telephone line, wireless or cellular service that will enable the Customer to call any emergency service number in case of necessity.

4.2. **Internet Access.** Using PBX Services, the Customer acknowledges that he must have operational and properly configured access to the Internet and hereby agrees to receive, at his own expense, the Internet service from a third party provider. The Customer agree to be responsible for payment of all Internet service fees including all equipment necessary to maintain a connection to the Internet as may be required to use PBX Service.

4.3. Service Outages. Service availability and quality may vary due to conditions beyond the Service Provider control, including the type of the Customer's equipment. Service may face to interruption or limitation due to factors including but not limited to: network capacity limitations, installation and reparation, network modification, restrictions by the Service Provider's long-distance providers, combat against fraudulent use, non-payment, or other legitimate business and operational reasons.

4.4. Customer Losses. Due to the vagaries of the Internet, the Customer affirms that the Service Provider has no duty under this Agreement to provide insurance to Customer's benefit against any losses caused by interruption of Service, whether caused by disrupted access to the Internet, acts of God, scheduled maintenance windows or other reasons whether reasonably seen or unforeseen.

4.5. Financial Responsibility.

4.5.1. The Customer is responsible for paying all charges for Services, whether these charges result from authorized or unauthorized usage by the Customer and for all taxes and surcharges imposed on the Customer or Service provider as a result of Customer use of the Service. International calls are billed in one-second increments. The Service Provider reserves the right to change rates, terms, fees or taxes (as imposed by the applicable taxing authority), to charge or discontinue any rate plan available to the Customer. The Customer will be informed about any such changes by the notification in the Customer's online PBX cabinet. Taxes and surcharges may be changed or added in accordance with the applicable taxing authority and the Customer is liable for such taxes or fees.

4.5.2. The Customer is billed on a monthly (billing period) basis using a postpaid method. The invoice is issued by the Service Provider on the 1st day of every month and sent in digital form to the Customer's email address. The Customer is obliged to pay the invoice within 10 days from the date of invoice receipt (Due Date). Payment will be deemed made when it is credited to the Service Provider bank account.

4.5.3. In case of any dispute related to the invoice sum, the Customer must send a written notification to the following address: Finance@Capitalpbx.com, providing clear and detailed descriptions regarding the disputed amount of the bill within 30 days of the date of the disputed bill, otherwise all charges will be considered as correct and the Customer waives the right to dispute said bill or charges. Even if the dispute is filed, the Customer shall pay the entire amount of the invoice. Any invoice sum amendments will be made after the dispute is solved. In case the dispute is solved in Customer's favor, the Service Provider will issue a Credit Note for the disputed amount and it will be included in the next billing period.

4.5.4. The Service Provider may use the Prepay method for Service provisioning. In this case, the Customer makes an initial prepayment and may add to the prepaid amount from time to time to keep positive balance. Invoices are paid through reduction of the prepaid amount by the Service Provider. If the Customer reaches zero balance, the Service Provider has the right to suspend Service until the balance is replenished.

4.5.5. If the Customer fails to pay any bill in full by the Due Date, he will be liable for interest at the rate of 1.5% per month, or higher rate that is accepted by the law.

4.5.6. In case of past due, the Service Provider has the right to pass the case to lawyers or collectors for appropriate actions to be taken. If any collection actions are taken, the Customer agrees to reimburse the Service Provider for all reasonable costs related to these actions.

4.5.7. The Customer may, at the Service Provider's sole discretion, be considered to be in breach of this Agreement if:

- The Customer fails to pay the full amount billed under this Agreement within one (1) business day after the due date;
- The Customer breaches any undertakings to the Service provider or fail to perform or adhere to any of the terms the Customer has affirmed in this Agreement;
- The Customer becomes bankrupt or insolvent or goes into liquidation;
- The Customer engages in any activity that, at the Service Provider's sole and absolute discretion, constitutes an illegal or unauthorized use of Service;
- The Customer uses the Service in such a manner that it interferes with or has negative effects on the Service Provider's ability to deliver Service to any other subscribers;
- The Customer ignores or do not respond to attempts to contact him via email or phone in regard to the Customer's account or any other issues related to Service usage, or the Customer refuses to pay the bill.

4.5.8. If the Customer is in a breach of this Agreement, the Service Provider may, at its sole discretion, with or without notice, suspend or restrict the Service or terminate this Agreement, in addition to all other remedies available to the Service Provider. The Service Provider may require reactivation fees and additional guarantees, like deposits, to restore the Service after termination or suspension, if such termination or suspenseful has become a result of the Customer breach of Agreement. Upon termination or suspension, the Customer is responsible for paying all amounts and charges owing and/or damages determined under this Agreement, including any applicable cancellation fees.

5. TERMS OF SERVICE AND REQUEST FOR MODIFICATION OR CANCELLATION

5.1. The term of this Agreement begins on the date the Customer or Service Provider activates the Service. The Service is billed on the monthly basis and renews every month through the monthly invoice payment.

5.2. The Customer acknowledges and approves modification requests from the following persons ("Approved Persons"): persons that may provide the Account name, unique account number and the contact telephone number used by the Customer under this Agreement and who is listed as a Customer Relations Administrator in the Service Provider's portal for the Customer account.

5.3. The Customer may request cancellation of this Agreement at any time by sending a written notification to the following email address: Finance@Capitalpbx.com. Accounts will be cancelled by the Service Provider within a reasonable time frame, but not later than within one (1) month from the cancellation notification. The effect of cancellation shall be to relieve the Customer of the obligation to pay new fees following the last day of the month that was already paid at the date of cancellation notification. The Customer represents and warrants that he understands said account will no longer be able to utilize any of the Services that were accessible while the account was active. The Customer further confirms that all current fees that are due but not yet paid at the date of cancellation, are still owed and will be paid upon receipt of final invoice from the Service Provider. In case of some specific circumstances of cancellation (if any), like numbers portability or others, they will be discussed additionally and managed separately.

5.4. Account cancellation shall not release the Customer from any obligations or liabilities for use of Services following to the request of cancellation until the effective date of said cancellation. In case of cancellation, The Service Provider issues the invoice (and the Customer is obliged to pay this invoice) that cover the period up to the effective date of cancellation.

6. PRODUCT AND PRICING

6.1. Corporate PBX Service is a product that helps the Customer to solve the corporate communication issue for business purposes. The Customer acknowledges and affirms that the Service Provider has no obligation to maintain, freeze, add, retain, enhance, modify or customize features or Services exclusively for Customer's purposes. The Corporate PBX Service is elaborate for the wide range of users and is provided to all potential customers with one and the same set of technical capabilities. The Service Provider reserves the right, in its sole discretion, with or without notice to discontinue, modify, reprice, replace or otherwise alter its products, plans, features, functionality or any other element of the Service ("Changes"). It is up to the Customer whether to continue or not the usage of Service after any Changes (if any). The Customer acknowledges and affirms that he agrees to hold harmless and release the Service Provider of any liability directly or indirectly related to any and all Changes made in relation to the Service.

6.2. **Flat Rates Prices.** The Customer agrees to use the flat rates prices for day-to-day typical business voice calls and will not use methods or devices to take abusive advantage of flat rate prices by using the Service for purposes not intended by the Service Provider. In case the Service Provider reasonably believes that the Customer uses the Service in an abusive mode, the Service Provider reserves the right to review the usage of flat rate prices to ensure that the Customer is not abusing them. The Service Provider may terminate the Service in case the abusive usage of Service is revealed.

6.3. There are some limitations of Service usage that may be considered by the Service Provider as an abusive usage. The restrictions of Flat Rate prices usage are:

- The usage only for normal residential or business use;
- To facilitate communication between two persons at one time per line;
- It is prohibited to use the Corporate PBX Service for the following services: junk faxing, fax spamming;
- It is prohibited the usage of Service for any other purposes forbidden by law.

7. USAGE TERMS AND CONDITIONS

7.1. **Lawful purposes only.** The Customer may use the Service only for lawful, proper and appropriate purposes. Some examples of illegal, improper or inappropriate uses of the Service are (however, this list is not exhaustive):

- a). Interfering with the Service Provider's ability to provide the Service to the Customer or other subscribers, or avoiding the Customer's obligation to pay for the Service;
- b). Use of the Service to threaten, abuse, harass, defame, fraud or invasion of privacy or engage in any similar activity;
- c). send bulk unsolicited messages;
- d). use robots, data extraction techniques, or use of different automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from the Service or use any automated means to manipulate said Service;
- e). use that violates any third party's intellectual property or personal rights;
- f). any other use of Service that violates local, national or international laws.

If the Service Provider reveals above mentioned use of Service, the Service Provider reserve the right to terminate the Service and take appropriate legal action.

7.2. Proper/Fair Use of the Service. To ensure the ability to deliver reliable and predictable services to its subscribers, the Service Provider sets up a set of rules of fair use of Services:

- a. The Customer agrees to use the Service Provider's system within the parameters of the Service the Customer intends to use in good faith and within the normal day-to-day usage by a typical business or personal user;
- b. The Customer agrees to comply with terms and conditions set forth above, regarding usage of Flat Rate prices;
- c. The Customer agrees that when the Service is used in mode of Automated Call Distribution (ACD) queues, the number of simultaneous calls to ACD queue must be equal to or less than the total number of lines on Customer's system;
- d. The Customer agrees that each VoIP line will be used by only one user/device on Customer's system. For these purposes, the Customer agrees and affirms that in case of necessity to use the Service by several users simultaneously, the Customer will acquire at least one VoIP line for each user.
- e. The Customer agrees that he will not use practices, devices or applications to mislead the Service Provider for the purpose to violate this agreement's requirements and that the Customer will not otherwise avoid the requirements set forth herein.

7.3. Data Retention. As a convenience to the Service Provider's customers, the Service Provider provides only limited retention of customers data and only if the Service Provider is asked by the Customer to store a certain portion of data, including but not limited to, call detail records (CDR), e-mail, call recordings and/or other customers-related data transmitted or stored ("Customer Data"). Because of that, the Customer acknowledges and affirms that the Service provider has no obligation to store, archive or retain any of the aforementioned data on the Customer behalf or on the behalf of any third party, and the Customer further agrees to hold harmless and release the Service Provider of any liability for the unavailability of any of Customer subscribers data. All data that is retained by the Service Provider shall be processed and stored in accordance with terms of General Data Protection Rules (GDPR) and other laws that refer to data protection. Taking into account that the Service Provider acts exclusively as a processor of data and performs the indications received from the Customer, the Customer shall be solely responsible for the compliance of this indications with national and international laws, as well as for the legality purposes of data usage.

7.4. Illegal Access to the Service. It is Customer's responsibility to keep access keys to PBX, like passwords and logins, in confidentiality. The Customer shall notify immediately if the Service became the subject of illegal usage, i.e. if the Customer believes that the Service is being stolen, fraudulently used, or otherwise being used in an unauthorized way. When the Customer notifies the Service provider about such situation, the Customer must provide a detailed description of the circumstances of the alleged theft, alleged fraudulent use, or alleged unauthorized use of Service and, in case of necessity, the Customer shall provide the Service Provider with the access to the Customer's equipment to investigate this case of illegal activity. The Service Provider reserves the right to stop or restrict the Service to the Customer, if the Service Provider suspects any fraudulent or abusive activity on the Customer's System. The Customer agrees to cooperate with the Service Provider in any fraud investigation, to implement appropriate anti-fraud activity during the Service usage and to use any fraud prevent on measures that are recommended by the Service Provider. If the Customer fails to notify the Service Provider of suspect behavior in a timely manner or for some reasons hides this information, the Service Provider may terminate the Service and levy additional charges on the Customer. Until notifying the Service Provider, the Customer is liable for all fraudulent or unauthorized use of the Service and all possible costs related to this unauthorized activity.

7.5. Content and Regulation of Service Usage. The Customer is fully responsible for the content of data and information that is transmitted through the Service. The Service Provider reserves the right to take any action with respect to the Service that is considered as necessary (in its sole discretion), if the Service provider believes the Customer usage of Service or Customer's information may create liability for the Service Provider, compromise or disrupt the Service Provider's Service to the Customer, other subscribers, or the Service Provider's suppliers or partners. Customer use of the Service is subject to all applicable local, national and international laws and regulations.

7.6. Number Ownership.

7.6.1. When the Service Provider provides to the Customer phone numbers to be used for the Service, the Customer understands and agrees that he is not the owner of provided telephone numbers (Numbers). All rights to, and ownership of, any such Numbers belong to the Service Provider. The Service Provider will assign or reassign such Numbers to the Customer for the usage during the term of this Agreement.

7.6.2. The Customer agrees that:

- The Service Provider may from time to time and for various reasons change the Numbers assigned to the Customer;
- after the termination of Customer's account for any reason, the Customer will no longer have access to the Numbers that were assigned within the terms of this Agreement. The Customer acknowledges

and agrees that said Numbers may be immediately re-assigned to another subscriber. Further, the Customer agrees that the Service Provider will not be liable for any consequential or special damages arising out of such Numbers reassignment and the Customer hereby waives any claims related to any such re-assignment, whether based on contract, tort or other grounds, even if the Service Provider has been informed about the possibility of damages.

7.6.3. In case the Customer has his own number and the Service Provider has a technical possibility, Customer's numbers may be ported into the Service system.

7.7. **Recording calls.** The Service includes functionality to facilitate the Customer recording calls.

While the System provides a mechanism for automatically notifying when incoming calls are recorded, no such ability is available for outgoing calls. Regardless of whether calls being recorded are incoming or outgoing, the Customer agrees and affirms that the Customer and his users are responsible for obeying all laws associated with the announcement and/or use of call recording. The Service Provider does not accept any responsibility for the use, or the Customer misuse of, call recording or the announcement of its use.

The calls recording is not a mandatory feature of the Service and the Customer solely considers whether he needs this feature to be activated or not and informs the Service Provider about it.

8. NOTICES

Notices to the Customer shall be considered as received on the same day when are sent to the Customer's email address, or within 5 working days if are sent by a courier postal service.

The Customer is responsible for notifying the Service Provider of any changes of address and contact information. Written notices to the Service Provider shall be effective when are sent to the Service Provider Technical Support service to the following email: Support@Capitalpbx.com.

9. CHANGES AND ASSIGNMENT

The Service Provider may change or modify the terms and conditions of Agreement from time to time. However, these changes will be made:

- in good faith;
- only after first providing the Customer with notice of the change, if the changes are significant from the Service Provider sole discretion.

If the Customer does not agree with changes, he may request cancellation of this Agreement as is specified in Clause 5.3. Any changes related to this Agreement that are proposed by the Customer shall be considered valid only if they are sent in written to the Service Provider and the acceptance of Service Provider for such changes is received. Delivery by email to the appropriate party of a copy of modifications of this Agreement shall be effective as delivery of an original. The Service Provider may assign all or part of its rights or duties under this Agreement in connection with a sale of Service Provider assets to a third party without notice to the Customer, provided that a third party shall be obliged to comply with the terms of this Agreement. The Customer may not assign this Agreement to any third parties without prior written consent from the Service provider.

10. WARRANTIES

THE SERVICES ARE PROVIDED "AS IS". THE SERVICE PROVIDER MAKES NO WARRANTIES REGARDING THE SERVICE WHATSOEVER AND EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE PROVIDER DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON BEHALF OF THE SERVICE PROVIDER AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT. THE USAGE OF SERVICE PROVIDER PRODUCTS AND SERVICES IS AT THE CUSTOMER OWN RISK. THE CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISKS OF LOSS RESULTING FROM THE DOWNLOADING AND/OR USE OF FILES OR OTHER MATERIAL (INCLUDING THE SERVICE PROVIDER SOFTWARE) OBTAINED EITHER DIRECTLY OR INDIRECTLY FROM THE SERVICE PROVIDER. THE CUSTOMER AGREES THAT THE SERVICE PROVIDER WILL NOT BE LIABLE FOR DAMAGES ARISING OUT OF THE CUSTOMER USE OF OR INABILITY TO USE THE SERVICE PROVIDER PRODUCTS OR SERVICES, AND THE CUSTOMER HEREBY WAIVE ANY CLAIMS, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF THE SERVICE PROVIDER HAS BEEN PREVENTED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF THE SERVICE PROVIDER AND THE CUSTOMER EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF SERVICE OR ANY BREACH OF THIS AGREEMENT ARE LIMITED BY THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES IN THREE (3) MONTHS PRECEDING THE DATE OF THE CLAIM.

11. FORCE MAJEURE

The Service Provider shall be held harmless from any delay or outages of Service arising from occurrences beyond its control, including, without limitation: Acts of God; insurrection; riots; war; rebellion; terrorism; revolution; military or usurped power or civil war; strike or lockout by persons other than the Service Provider's staff; actions or inactions of providers, subcontractors and any other third-party providers and any unforeseen circumstances and acts beyond the control of the Service Provider, which make the performance of Service Provider's obligations impossible.

12. MUTUAL RESPECT

The Customer agrees that the business relationship between the Customer and Service Provider provide benefits to both parties and as such enjoys a mutual respect. Therefore, the Customer agrees to approach the Service Provider with any claims or frustrations related to the Service the Customer may face with. Additionally, the Customer agrees not directly, indirectly, through a third party or any other vector, to make publicly any communication that would slander, undermine or damage the Service Provider of its Services or its affiliates. Such communication includes, but is not limited to any communications via the Internet, including blogging, posts on public forums, other social media venues, via print media, or any other ways of information spreading. The Customer further agrees not to solicit or encourage any such statements or communications by any third-party. The Service Provider agrees to and will respect by the reciprocal of this clause, and will make all reasonable efforts not to cause any of the above-referenced communication with respect to the Customer. In case the Customer violates the terms of this clause, the Service provider may terminate or suspend the Service.

13. SUSPENSION AND TERMINATION

The Customer understands and agrees that the Service Provider may at any time, with or without notice, terminate, block, suspend or otherwise interfere with the Service if the Service Provider determines:

- The Customer has verbally insulted or abused any of Service Provider employees, contractors, or other representatives;
- The Customer causes or brings any legal action or proceeding against the Service Provider, or participate in any class action lawsuit in which the Service provider is a party;
- The decision of termination or suspension should be, in the Service Provider's sole and absolute discretion, in the best interest of the Service provider to do so.

14. LIMITATION OF LIABILITY

The Service Provider shall not be liable to the Customer for interruptions of service, loss of data, interception of any telephone calls or faxes, omissions or errors of third parties, equipment failures, natural disasters, strikes, government actions, or other causes. The Service Provider shall not be liable if changes in operations, procedures, or services require modification or alteration of Customer's equipment or make Customer's equipment obsolete. There shall be no reductions, set offs, or credits against the charges for service for downtime or interruption of service. In no event shall the Service Provider be liable to the Customer for incidental, consequential, or punitive damages, including but not limited to lost profits, loss of use, or loss of business opportunity even if the Service Provider has been advised of the possibility of such damages. The Service Provider shall not be liable for injury to the Customer, other persons, or property damage through the use of any equipment or service provided under this Agreement. In no event shall the Service Provider be liable for losses, damages, or claims arising out of Customer use or attempted use of any emergency services, nor shall the Service provider be liable for Customer inability to access any emergency services.

15. INDEMNIFICATION

THE CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SERVICE PROVIDER AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND ANY UNDERLYING CARRIER, FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES OR DAMAGES (INCLUDING ATTORNEYS' FEES), ARISING FROM (a) THE CUSTOMER USE OF THE SERVICE, (b) ANY OTHER PERSON'S USE OF ANY ACCOUNT OR PIN THE CUSTOMER MAINTAINS, REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED BY THE CUSTOMER, (c) THE CUSTOMER'S PROMISES OR STATEMENTS MADE IN THIS AGREEMENT.

THE CUSTOMER SHALL NOT BE LIABLE FOR CLAIMS, EXPENSES, OR DAMAGES ARISING FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACTS OF SERVICE PROVIDER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE AFTER THE TERMINATION OF THIS AGREEMENT.

The Customer agrees to reimburse the Service Provider for any and all costs and reasonable attorneys' fees incurred by the Service Provider in defending any claims relating to the Customer misuse of service or equipment. The Customer also agrees to indemnify, hold harmless, and defend the Service Provider against any claims relating to the service brought by Customer's callers arising from interruption of service, loss of data, interception of any of Customer's telephone calls or faxes, omission or errors of third parties, equipment failures, natural disasters, strikes, government actions, or other causes beyond Service Provider's control.

16. DISPUTES

In case of any dispute or disagreement relating to this Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute or disagreement. They shall consult and negotiate with each other in good faith and attempt to find a compromise solution that is acceptable both parties. If the Parties cannot reach such solution within 45 calendar days from initial communication of dispute, then the dispute shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of Arbitration shall be Geneva, Switzerland. The language that is used for litigation shall be English. However, in some circumstances, in accordance with mutual agreement between the Customer and the Service Provide the litigation may take place in the country of Customer's registration.

17. COMPLIANCE WITH LAW

This Agreement shall be construed and interpreted under the law of England and Wales. However, in case of disputes or litigation, local and national laws that are relevant to this Agreement shall be taken into consideration.

Both Parties shall comply with all applicable national, sub-national and international law and regulation in their performance of this agreement and shall comply with applicable data protection law in their performance of this Agreement when processing the personal data of identifiable individuals.

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