

ARTICLE 1. DEFINITIONS

In these General Terms and Conditions, the following capitalised terms will be used:

Telecom 360: Telecom 360 B.V.

User: a (legal) entity making use of the services provided by or on behalf of Telecom 360.

Initiator: Initiator of a conference call and/or the (legal) entity Telecom 360 provided with one PIN code or several PIN codes and/or the (legal) entity by which or on behalf of which a PIN code is, or has been, distributed among Users.

PIN code: the numerical code Telecom 360 provided to the Initiator and/or the numerical code chosen by the Initiator, which code can be used to gain access to a conference call.

General Terms and Conditions: these General Terms and Conditions, as can be found at the website of Telecom 360 and filed with the Chamber of Commerce under number 52001598.

ARTICLE 2. APPLICABILITY

2.1. These General Terms and Conditions shall apply to all agreements with Telecom 360 and all services provided by, or on behalf of, Telecom 360. Telecom 360 offers its services, inter alia, under the labels SPEAQ, ConferenceCall, EventCall, VoiceMeeting and ConferenceCalling.

2.2. By making use of the services provided by Telecom 360, the User declares to agree with these General Terms and Conditions, unless expressly agreed otherwise in writing.

2.3. The applicability of any general (purchase) conditions of the User and the Initiator are expressly rejected.

ARTICLE 3. AUDIO QUALITY

3.1. The quality of the (audio) connection may be subject to external factors such as weather influences and limitations in the coverage (in particular when the User is in a tunnel or at a location with suboptimal coverage). The consequences hereof are at the expense and risk of the User.

3.2. The consequences of the use of alternative connection methods (Skype, VoIP) for the quality of the (audio) connection is at the expense and risk of the User.

ARTICLE 4. PIN CODE MANAGEMENT

4.1. Telecom 360 has the right to change and/or block the PIN code from time to time. Telecom 360 will inform the Initiator of this change and/or block within due time.

4.2. The Initiator shall ensure that no unauthorized use will be made of the PIN code. Unauthorized use will, in any case, be taken to mean: use by persons (for example former employees) without the consent of the Initiator. The consequences of unauthorized use are at the expense and risk of the Initiator.

ARTICLE 5. PRICES AND PAYMENT

5.1. Rates and prices are determined by Telecom 360 and may be changed at the discretion of Telecom 360 from time to time. The current rates can be found at the website of Telecom 360 and/or the relevant label.

5.2. Payment shall be made in one of the following ways:

- a) settlement in arrears via the telephone provider of the User/Users and the Initiator; or
- b) payment in advance by the Initiator; or
- c) payment afterwards by the Initiator.

In the event that payment is made in advance by the Initiator, the Initiator buys a credit from Telecom 360. Telecom 360 deducts the costs arising from the conference call/calls from this credit, using the PIN code of the Initiator.

In the event that payment is made afterwards by the Initiator, after the conference call/calls where the PIN code of the Initiator has been used, the Initiator will receive an invoice showing the costs arising from the conference call/calls.

5.3. Unless expressly agreed otherwise, invoices issued by Telecom 360 shall be paid within 14 days of the date of the invoice. If payment (in full) is not made within this period, the Party the invoice is addressed to shall be in default by operation of law.

5.4. When and as soon as

- a) the bankruptcy of the Initiator has been pronounced;
- b) the Initiator applies for a (provisional) moratorium;
- c) attachment is levied on (a part of) the assets of the Initiator; or
- d) the Initiator is placed under guardianship or otherwise loses control of his assets or parts thereof;

the Initiator shall be in default by operation of law. From that moment, Telecom 360 shall have the right to discontinue the services to the Initiator without the Initiator being entitled to a refund of the credit he may have bought.

5.5. An Initiator who is in default shall pay statutory commercial interest on the principal sum from the moment his default occurred.

5.6. An Initiator who is in default shall reimburse Telecom 360 for the total extrajudicial collection costs from the moment his default occurred. This reimbursement for extrajudicial collection costs shall be at least € 500.00.

5.7. The Initiator does not have the right to offset any claim on Telecom 360 against claims of Telecom 360 against the Initiator.

ARTICLE 6. FORCE MAJEURE

6.1. Telecom 360 makes every effort to maintain the continuity of its services. Telecom 360 is not liable for interruptions in the provision of services, for example as a result of computer and network failures, hacks, calamities or undercapacity.

6.2. The consequences of disruption/disruptions and/or disconnection/disconnections from telephone network/networks and any unsuitability of used (telephone) devices are at the expense and risk of the User.

ARTICLE 7. LIABILITY

7.1. Telecom 360 is not liable for the consequences of unauthorized and/or unwanted participation by third parties in a (confidential) conference call and/or for the consequences of abuse or break-in by Users, the Initiator or third parties of/in the online customer portal.

7.2. Liability of Telecom 360 is always limited to the amount paid out by its insurance company/insurance companies.

ARTICLE 8. CHOICE OF FORUM AND CHOICE OF LAW

8.1. Unless expressly agreed otherwise, all agreements to which Telecom 360 is a Party, shall be governed by Dutch law.

8.2. Unless expressly agreed otherwise, the The Hague District Court shall have exclusive jurisdiction to take cognizance of all legal claims or applications connected with or arising from agreements with Telecom 360.

8.3 This document is a translation of the Dutch General Terms and Conditions. In the event of legal contradictions between the various language versions, the Dutch General Terms and Conditions shall prevail.

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Date : May 14, 2018