



EXHIBIT 1 TERMS OF SALE

(Effective 16th September 2019)

1. Definition

- 1.1. Agreement: the agreement between Customer and WPINJ, or "parties" including these Terms of Sale and any applicable exhibits.
- 1.2. AUP: the Acceptable Use Policy published on the WPINJ website: www.WPINJ.com. WPINJ reserves the right to make changes to the AUP from time to time, effective upon posting of the revised AUP on the website or notice to Customer.
- 1.3. Authorizations: any and all concessions, certifications, registrations, licenses, authorizations, permits or similar approvals and/or documentation as may be required by any applicable NRA or other governmental body or agency having jurisdiction in any country over the provision of the Services.
- 1.4. Charges: any setup fees, usage based charges (such as toll free per minute charges) and recurring monthly fees (Monthly fees) due by Customer under the Agreement.
- 1.5. Channel: a transmission channel that has the bandwidth necessary to carry human voice.
- 1.6. Customer: a customer ordering a Service from WPINJ.
- 1.7. Effective Date: the Service Date of the first Service ordered by Customer.
- 1.8. IMSI: the International mobile Subscriber Identity or IMSI is used to identify the user of a cellular network and is a unique identification associated with all cellular networks.
- 1.9. Minimum Term: minimum term of the Agreement as from the Effective Date with a minimum of 12 months.
- 1.10. Minimum Commitment: an obligation as to a minimum monthly payment subscribed to by Customer expressed in Monthly fees and agreed upon by Parties with a minimum as will be set forth in Exhibit 3. Other Charges such as set up fees and Usage Based Charges will not be taken into account when computing the Minimum Commitment. Monthly fees are taking into account for the minimum commitment as from the month following the month of ordering.
- 1.11. Mobile Number: means a non-geographic number that is used in the framework of a Mobile Service to identify apparatus designed or adapted to be capable of being used while in motion.
- 1.12. Mobile Usage: characteristic of a telecommunication service pursuant to which an end-user moving over long distances is able to use the telecommunication service without any interruption.
- 1.13. NRA: a national regulatory authority in the country in which the numbers will be used or any other competent authority determining rules, regulations and guidelines applicable to the Service offered by WPINJ.
- 1.14. Number: a phone number used by Customer or Subscriber to receive a Service as specified in the Service Description.
- 1.15. Personal Data: data related to an individual including data transmissions (such as the originating and destination numbers, IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), and data containing personal and/or private information of Customer's officers, employees or authorized users of the Services.
- 1.16. Price List: the price list included in Exhibit 3: Pricing Conditions.
- 1.17. Service(s): a service provided by WPINJ to Customer as fully described in the Service Description.
- 1.18. Service Date: the date of activation of a Service by WPINJ.
- 1.19. Service Description: the description of the services as detailed in Exhibit 2 to the Agreement.
- 1.20. SIM: Subscriber Identity Module for a mobile phone.
- 1.21. Subscriber: Customer's client being an end user (a private person or company) using a service provided by Customer based on the Service provided by WPINJ.
- 1.22. Usage Based Charges: Charges determined in function of usage such as the per minute Charges due for using the WP800 Service.
- 1.23. Outbound Services: WPINJ, either directly or through its affiliates or underlying providers, shall provide the Services per the terms and conditions of this Agreement; provided, however, the use of such affiliate or providers will not relieve either Party



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from any duties or obligations set forth herein or that result from this Agreement. The Parties may, by mutual agreement, add and incorporate additional services by executing additional Annex (es) and incorporating them herein.

2. Object

- 2.1 The terms and conditions for sale and delivery of Services contained herein shall apply to all WPINJ's quotations and any orders submitted by Customer to WPINJ.
- 2.2 Customer may use different usernames to open different accounts. The terms and conditions applicable to one single username do not apply to other usernames. In case Customer wishes a new username to fall under the terms and conditions of an existing account, Customer shall notify WPINJ prior to ordering.
- 2.3 Acceptance by WPINJ of Customer's order is made under the express understanding and condition that only the terms and conditions contained herein or any amended or newer version thereof shall govern and establish any rights and obligations of the parties. Any terms or conditions set forth on any documents utilized by Customer and any communications (written or oral) between the parties that are inconsistent with, or are not included within the terms and conditions contained herein or any amended or newer version thereof shall be of no force or effect.
- 2.4 Unless the Agreement provides the contrary any changes to the Agreement must be specifically agreed to in writing by an authorized officer of WPINJ before becoming binding on WPINJ.

3. Services

- 3.1 WPINJ agrees to provide to Customer and Customer agrees to purchase from WPINJ, the Service(s) as set forth in the Service Description.
- 3.2 WPINJ shall provide the Service in accordance with the applicable regulatory framework and any order or determination of any competent NRA. To that
 - (i) service" in the meaning of the applicable FCC
 - (ii) regulations and orders, or if considered to be a "VoIP interconnected service", as furnished by Customer to Subscriber (either alone or in conjunction with other services), it is the Customer's responsibility to provide the Service fully in compliance with all FCC requirements applicable to "VoIP interconnected services", including but not limited to emergency services requirements

effect, it shall ensure that it obtains and maintains all Authorizations necessary to provide the Service.

- 3.3 WPINJ shall endeavor to ensure interoperability of Services in order to make the Numbers reachable from as many mobile and fixed networks as possible. However, as WPINJ relies on the interoperability of services from its local partner(s) in each country for end- to-end connectivity, WPINJ does not warrant and represent that the Numbers will be reachable from all mobile and fixed networks.

4. Obligations of Customer

- 4.1 Customer shall pay for the Service in accordance with the rates set forth in clause 5 of this Exhibit and the payment terms set forth in clause 6 of this Exhibit.
- 4.2 Customer shall comply with and shall require each Subscriber to comply with:

- (i) All relevant laws, regulations, regulatory conditions and usage restrictions provided for in the applicable regulatory framework, including decisions from NRAs and provisions in numbering plans. Customer acknowledges that the regulatory restrictions in the Service Description only contain generic information. It is the Customer's responsibility to abide by the specific usage restrictions and service conditions as may apply to the Service and to the use of Numbers in the country in which Customer intends to purchase and resell the Service. If at any time during the term of the Agreement, the Customer is informed or information comes to its attention that it is or may be in violation of any legal or regulatory provision, it shall immediately take all appropriate steps to remedy such violation and comply with such law in all respects.

- (ii) The provisions of the Service Description and the AUP as modified from time to time.

4.3 Without limiting clause 4.2

- (i) Customer agrees that the Service provided to Customer where US Numbers are being used does not qualify as a "VoIP interconnected service".

4.4 Customer shall ensure that it has obtained and maintains all Authorizations necessary to purchase the Service from WPINJ and resell it to its customers.

4.5 Customer shall not use the Service and shall require Subscribers not to use the Service for any unlawful purpose whatsoever, including but not limited to the transmission of information or the offering of any service which is contrary to any



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applicable law or regulation, abusive, harmful, threatening, defamatory, pornographic or which could be considered offensive in any other way, nor for outbound traffic to the PSTN (the Public Switched Telephone Network) by falsifying the sending address of the transmission using a WPINJ number in the caller id (spoofing). Making outgoing calls using a Number as CLI is strictly prohibited unless mutually agreed in writing by the parties. Moreover in the event that WPINJ receives a notice that SMS sent are deemed to be spam WPINJ will have the right to disconnect the relevant Mobile Number immediately and without prior notice.

4.6 Customer shall develop and maintain an end user's register containing at least the following information per end-user: name, ID number, place of residence or business (street, number, zip code, city, country) and any other relevant information (the "End User Information"). Within 24 hours from WPINJ's first request, Customer must make available to WPINJ

(i) the End User Information and

(ii) all relevant information concerning the services Customer is providing. To this end, Customer shall appoint a contact person that will be available 24h/7days to WPINJ. At the latest upon the Effective Date, the Customer shall make available the contact person's contact details (including mobile phone number and email address) to WPINJ.

4.7 Customer acknowledges that WPINJ transmits the CLI in compliance with the applicable international rules and standards from the point of entry to the point of exit of its network. By selecting a CLI format other than the default E.164 format, Customer explicitly agrees to be fully responsible for any consequences resulting from the altered presentation. Customer also agrees that WPINJ may at its sole discretion and without notice in advance modify the CLI format in the event that an NRA requires WPINJ to do so.

5. Charges

5.1 The Charges will be those set forth in the Price list.

5.2 WPINJ reserves the right to modify its Charges upon a 7 days prior written notice. Unless notified otherwise, adjusted Charges will only apply for

Services ordered as from the application date of the new pricing.

6. Payment Terms

6.1 Customer shall pay the Charges in accordance with this clause 6 and explicitly accepts that this clause 6 shall apply to all Charges and payments notwithstanding any other legal or administrative regulation.

6.2 Before or upon ordering any Service, Customer shall pay through either:

- (i) WPINJ's web interface using a credit card; or
- (ii) a wire transfer on the bank account numbers as mentioned in the Agreement or on the WPINJ website.

6.3 By ordering any Service with WPINJ, Customer explicitly allows WPINJ to directly debit its business account and Customer's credit card(s) that WPINJ has on file, to settle any invoices.

6.4. Charges shall accrue as from the relevant Service Date. The Setup fees will be invoiced by WPINJ upon receipt of an order from Customer. Prepaid credits will be invoiced by WPINJ upon receipt of an order for a usage based Service or feature from Customer. The Monthly fees will be invoiced by WPINJ monthly in advance except for the first Monthly fee which will be fully invoiced upon receipt of an order.

6.5. An invoice will automatically be generated in electronic format (pdf) and made available to Customer through the WPINJ web portal. Any invoice shall be due and payable immediately on date of the invoice.

6.6. If Customer has ordered a Service but fails to pay the Setup fee and the first Monthly fee, the order will not be executed. If Customer fails to provide sufficient funding on date of issuance of the invoice in respect of Monthly fees, WPINJ will send one or more reminders until full payment of the invoice due.

6.7. All Charges or other sums due by Customer and payable to WPINJ are stated exclusive of value added tax and any similar sales tax or duty which, if applicable, shall be invoiced and payable by Customer at the then prevailing rate.

6.8. Customer shall pay a late payment interest of 1% per month of undisputed amounts on any amount



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owed but not paid by the due date until payment is made in full as well as a 15% late payment indemnity calculated on the undisputed amount.

6.9 Any interest earned by WPINJ on credit balances in Customer's account will accrue to WPINJ.

6.10 WPINJ may automatically offset any undisputed amounts due to Customer against any amounts due by Customer. Such offset will in first instance be allocated to any interest and expenses due and in the second place to the oldest outstanding invoices.

7. Terms and Service Date

7.1. This Agreement shall commence on the Effective Date and shall continue until the end of the Minimum Term. At the end of the Minimum Term the Agreement will be automatically renewed for successive periods of 12 months except if one of the parties terminates the Agreement by notifying the other party at least 3 month before the expiration date of the Minimum Term or any other successive 12 month renewal period.

7.2 After 3 months from a Number's Service Date, Customer may terminate a Number upon a 30 days prior written notice. In case Customer cancels a Number within 3 months from the Service Date, WPINJ reserves the right to claim 3 months of Monthly fees in respect of the cancelled Number(s). Customer may terminate a Channel on or at any time after the expiry of 12 months as from the Service Date of the Channel in question upon a "30 days" prior written notice.

7.3. If Customer terminates the Agreement or all Services under the Agreement prior to the expiry of the Minimum Term or any successive 12 months renewal period due to Customer's breach, Customer shall pay to WPINJ:

- (i) With regard to the period from the date of termination to the expiry of the Minimum Term or any successive 12 month renewal period: 100% of the amount of the Minimum Commitment that would otherwise have been due and payable, and, if any, the Monthly fees in respect of the Channels for the excess amount over and above the Minimum Commitment;
- (ii) With regard to the period as from the expiry of the Minimum Term or any successive 12 month renewal period: 100 % of the Monthly fees in respect of the Channels for the remaining months from the respective Service Date until the expiry of 12 months.

7.4. Customer acknowledges that the payment of the early termination fee under clauses 7.2 and 7.3 represents a fair compensation for the costs incurred by WPINJ resulting from the early termination and does not constitute a penalty. Customer agrees that it will pay the invoice with regard to the early termination fee at the latest within 10 days from date of the invoice.

7.5. In the event that Customer terminates the Agreement or all Services under the Agreement upon the end of the Minimum Term or any successive 12 month renewal period, it agrees to pay to WPINJ 100% of the Monthly fees in respect of the Channels for the remaining months until expiry of 12 months from the Service Date.

8. Suspension

8.1. WPINJ may, at its sole discretion and without prejudice to any right which it might have to terminate the Agreement, elect to suspend forthwith the provision of a Service until further notice in the event that:

- (i) Customer's business account is depleted and Customer fails to provide sufficient funding at the latest by the 15th of the month following date of invoice until such time as the monetary default is cured, or such balance is at a level that cannot cover Customer's estimated traffic during the time required for Customer to replenish its business account. For the avoidance of doubt, WPINJ will send one or more reminders by e-mail when an invoice is past due.
- (ii) Undisputed amounts remain unpaid despite one or more reminders sent by WPINJ.
- (iii) It is entitled to terminate the Agreement pursuant to clause 9;
- (iv) It is obliged to comply with an order, instruction or request of an NRA, a court, government, agency, emergency service organization or other competent administrative or regulatory authority;
- (v) It needs to carry out emergency works to its network or Service equipment;
- (vi) It has reasonable grounds to believe that the Service is being used fraudulently or illegally;



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(vii) Customer or its Subscriber(s) use(s) the Service or numbers in violation of the conditions mentioned in the Service Description.

(viii) If the Customer wants to re-activate the suspended connection, Activation charges will apply.

8.2. In the event that WPINJ exercises its right to suspend the Service pursuant to clause 8.1 (v) it shall, whenever reasonably practicable, give prior notice of such suspension to Customer. WPINJ shall in such circumstances use all reasonable endeavors to resume the Service as soon as practicable.

8.3 WPINJ shall not be liable for any loss, damage or inconvenience suffered by Customer as a result of any suspension made pursuant to clause 8.1. Customer will in no event be entitled to any compensation should such suspension occur.

9. Termination

9.1. If Customer fails to pay an invoice before its due date, and the invoice has not been properly disputed in accordance with the Agreement and Customer fails to provide sufficient funding in accordance with clause 8.1 (i), WPINJ may terminate the Agreement and cease providing the Services, without further notice or liability to Customer. In such event WPINJ may deactivate all Numbers allocated to Customer and may make them available to other customers. Upon deactivation WPINJ cannot guarantee that one or more numbers can be re-allocated to Customer if it desires to reactivate the Service. In case of reactivation of Service, Customer will pay a new setup and activation fee. In the event WPINJ elects to suspend Service until the monetary default is cured, WPINJ reserves the right to exercise the option to terminate the Agreement at any time during the suspension period. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

9.2 In addition to any other rights at law or in equity, a party may immediately terminate in writing any Service and/or the Agreement if:

- (i) in relation to that Service, the other party has committed a material breach other than those set out in clause 8.1 for which it failed to remedy within 5 business days after having been notified of such breach;
- (ii) the other has a receiver or administrative receiver appointed over it or over any part of its undertaking

or assets or passes a resolution for winding up or a court of competent jurisdiction makes an order to that effect or if the other party enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law.

9.3 Upon the expiration or termination of the Agreement for any reason:

- (i) each party shall, at the other's election, either promptly return or destroy and certify to the destruction of all confidential information of the other party and all copies thereof, including any electronically stored copies,
- (ii) all amounts due for the provision of Services through the end of the month of termination, and applicable termination fees as described in clause 7.3 and 7.5 (shall immediately become payable by the Customer upon receipt of an invoice).

10. Indemnity and Liability

10.1 Each party agrees that it shall not be liable to the other for any claims or costs sustained by the other party, its interconnected carriers, peering partners, customers or end users due to:

- (i) any failure in or breakdown of equipment or transmission facilities associated with providing the Services and managed or operated by third parties;
- (ii) any loss of data, the quality, content and accuracy of information received through or as a result of the use of the Services; or
- (iii) Fraudulent use of passwords or other security codes, whether resulting from loss, theft or disclosure to another person, unless such failure, breakdown, loss or fraudulent use is resulting from the negligence or default of the first mentioned party.

10.2. Notwithstanding any other provision of the Agreement to the contrary, in no event shall either party be liable to the other party for consequential, special or indirect losses or damages sustained by them or any third parties with regard to the Services, irrespective of whether under contract, tort or otherwise (including, without limitation, loss of profits, loss of revenues, loss of customers or damage to reputation or goodwill).



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- 10.3. Either party shall not be liable to the other for any failure to comply with its obligations under the Agreement to the extent that such liability arises as a result of the failure by the other to fulfill its obligations under the Agreement or force majeure as set forth in clause 13. avoidance of doubt this exclusion should equally apply to any warranties or representations given by or on behalf of WPINJ prior to the date of the Agreement.
- 10.4. Subject to what is specifically provided in case of infringement or claim for infringement of intellectual property rights under clause 14 of this Exhibit, either party's liability against the other for any damages under the Agreement, except in case of willful misconduct or fraud, shall be limited to the credits due under an SLA where such SLA applies, and shall otherwise in no event exceed the higher of either (i) the total amount of Charges invoiced by WPINJ and paid by Customer in 6 months prior to the event that caused the liability, or (ii) \$10,000 for each event or series of related events. 11.3 In case Customer utilizes Channels in excess of the number of Channels ordered, WPINJ cannot guarantee and is not responsible for any quality degradation or outages.
- 10.5. Nothing in the Agreement shall serve to limit either party's liability in respect of (i) death or personal injury caused by or arising from its negligence, or (ii) any conduct qualified under the applicable law as being willful misconduct or fraud. 12. **Service Maintenance**
- 10.6 The parties expressly agree that no claim for losses or damages whatsoever in connection with the Agreement shall be made more than six(6) months after the date that the event giving rise to such claim is known or reasonably should have been known to the party making such claim. 12.1 Except in the case of emergencies, each party shall give no less than 2 business days prior notice of all scheduled Service maintenance or alteration that will affect the Services. Wherever reasonably possible each party shall endeavor to perform these activities in such a way as to minimize any interruption in the provision of the Service.
- 10.7 Customer agrees that WPINJ will not be held liable in case Services or a part of them are no longer provided following to (i) the bankruptcy or the winding up of WPINJ's upstream carrier(s) or (ii) a computer based attack on WPINJ's network and equipment. However in these cases WPINJ will do its best reasonable commercial efforts to restore the Services or the affected parts of them as soon as possible. 12.2 Any suspension or degradation of Service resulting from a scheduled maintenance shall not be included in any service level calculation set forth in the Agreement or any SLA.
11. **Warranties** 13. **Force Majeure**
- 11.1 The Services are provided in accordance with the standards of the industry. 13.1 Neither party shall be liable for any default or delay in the performance of its obligations, except for payment obligations for Services rendered up to the date of the force majeure event and for Services to sites unaffected by the force majeure event, under the Agreement if such default or delay is caused directly or indirectly by fire, explosion, vandalism, sabotage, natural disasters, fire, flood, earthquake, "acts of God", war, riots, civil disturbances, rebellions, revolutions, insurrections, acts of terrorism, governmental acts, court order, labor dispute, and failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment due to reasons beyond the parties' reasonable control, or any other reason regarded as force majeure ("Force Majeure").
- 11.2 Except as expressly set forth in the Agreement, all warranties, representations or agreements, with respect to the provision of the Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, are hereby expressly excluded to the maximum extent permitted by law. For the 13.2 Customer and WPINJ understand and agree that WPINJ will not be liable for any delays in the activation or provision of any Services caused by Force Majeure events as defined above. In such event, the party with the obligation to perform shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent reasonably possible.



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13.3 If owing to changed circumstances such as changes in monetary values or discriminatory Governmental action or regulations, the continued provision of the Services is causing undue hardship to WPINJ, WPINJ will have the right to require Customer, which will accept, to participate in a joint examination of the position with a view to determining whether revision or modification of the provisions of the Agreement is required and if so what revision or modification would be appropriate and equitable in the circumstances.

14. Intellectual Property Rights

14.1 Each party acknowledges that:

- (i) any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever, which are used in connection with the Service and/or Service equipment, shall remain the sole property of entitled owner of such rights or its subcontractors; and
- (ii) Neither party may use the name, trademark or logo of the other party in any sales, marketing, press release, advertisement or other publication, or make any public statement relating to such other party or its respective Affiliates, without the prior written consent of such other party, which shall not be unreasonably withheld.

14.2 Notwithstanding Section 10.4 or any other provision of the present Exhibit, WPINJ agrees to indemnify, defend, protect and hold Customer (and officers, employees and clients) harmless, subject to clause 14.3 of this Exhibit, from and against, and assumes liability for any and all actions, damages or claims of any type brought against Customer for infringement of any intellectual property rights related to any usage, sale or re-sale of the Services by Customer, except that (i) such infringement claim arises from the combination or use of any of the Services by the Customer with any other service, network, software, hardware, program or device neither provided by WPINJ nor specified in WPINJ's specifications of Exhibit 2 or otherwise explicitly authorized in writing by WPINJ, (ii) such infringement claim arises from Customer's noncompliance with WPINJ's instructions or specifications described in Exhibit 2. Customer shall give WPINJ prompt notice of such intellectual property infringement claim. Each party shall cooperate fully with the other in the defense of any such infringement claim. Customer shall not settle any such infringement claim without the prior written consent of WPINJ.

14.3. WPINJ's liability towards Customer for any damages under section 14.2, except in case of willful misconduct or fraud, shall in no event exceed:

- (i) The total amount of Charges invoiced by WPINJ and paid by Customer in 6 months prior to the event that caused the liability; or
- (ii) The total value of the WPINJ services provided to Customer until the date of the event that caused the liability.

14.4. WPINJ shall not contribute to any and all damages, settlement, costs, or expenses (including legal expenses and the expenses of other professionals), as incurred, arising out of or in connection with any infringement (or claim for infringement) of any third party's intellectual property rights related to Customer's own use of WPINJ's Services.

14.5. Customer agrees to indemnify, defend, protect and hold WPINJ harmless from and against, and assume liability for any and all claims, losses, damages, liabilities, settlement, costs, or expenses (including legal expenses and the expenses of other professionals), as incurred, arising out of or in connection with any infringement (or claim for infringement) of any third party's intellectual property rights related to any usage of the Services by WPINJ when such infringement claim arises from WPINJ's compliance with Customer's instructions or specifications.

15. Confidential Information

15.1 WPINJ and Customer shall each treat as confidential all information related to the business or security of the other party or the other party's clients, whether before or after the Effective Date, in connection with the Agreement, including without limitation all financial information, technical data, information relating to the pricing methods, processes, lists, statistics, programs and software, research, development or information which is stated to be confidential or from its nature and the context of disclosure should reasonably be understood by the recipient as confidential ("Confidential Information").

15.2 Confidential Information shall be deemed proprietary to the disclosing party and the receiving party shall not disclose it to a third party or use it except in furtherance of the Agreement, without the prior written consent of



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the disclosing party. Each party shall use the same means as it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information.

15.3 This obligation of confidentiality shall not apply to information which the receiving party can demonstrate is:

- (i) already rightfully known by the receiving party at the time it is obtained, free from any obligation to keep such information confidential;
- (ii) or becomes publicly known through no wrongful act of the receiving party;
- (iii) rightfully received from a third-party without restriction and without breach of the Agreement;
- (iv) Approved for disclosure by the party owning it;
- (v) Required to be disclosed to a court, NRA or other competent public authority.

16. Data and Privacy

16.1. Either party will, by virtue of provision of the Service, come into possession of Personal Data related to its Customer and/or Subscriber.

16.2. Customer shall inform the owner of the personal data about his right to access, and his right to request to modify, amend or delete his Personal Data. Customer warrants that it has obtained and will obtain all legally required consents and permissions from the owner of the personal data for the use, processing and transfer of Personal Data in accordance with clause 16.3.

16.3. Customer acknowledges and agrees that WPINJ may use and/or process Personal Data:

- (i) in connection with the provision of Services and features such as number portability and directory services (if available);
- (ii) for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and prevention, sales, revenue and customer analysis and reporting, and

- (iii) to communicate to the Customer by voice, letter, fax or email regarding other WPINJ products and services.

16.4. Any owner of the personal data may, by sending written notice to WPINJ, withdraw consent for such use, processing or transfer of Personal Data as set out above, unless it is required to (i) provision, manage, account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order.

17. Assignment

No party may assign the Agreement or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent will not be unreasonably withheld.

18. Relationship

Except as expressly set forth in the Agreement, nothing in the Agreement shall be construed to constitute or appoint either WPINJ or Customer as the agent, partner, joint venture, or representative of the other party for any purpose whatsoever.

19. Notices

All notices, requests or other communications hereunder shall be in writing, addressed to the Parties at the contact details available on the web portal wpinj.com and the information submitted at the time of signup including subsequent changes, if any, by the Customer. Notices mailed by registered or certified mail shall be deemed to have been received by the addressee on the 5th business day following the mailing or sending thereof. Notices sent by facsimile and email shall be deemed to have been received when the delivery confirmation is received.

20. Severability

If any part/provision of the Agreement is or becomes illegal, invalid or unenforceable, that part/provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts/provision of the Agreement. No waiver by either party to



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any provisions of the Agreement shall be binding unless made in writing.

21. Governing Law and Jurisdiction

21.1. This Agreement shall be governed by the internal substantive laws of the State of New Jersey, USA without reference to its principles of conflict of laws.

21.2. The Parties irrevocably consent and submit to personal jurisdiction in the commercial courts of New Jersey for all matters arising under the Agreement.

22. Entire Agreement

22.1 This Agreement, including the relevant Service orders, Exhibits, annexes and amendments hereto represents the entire agreement between the parties and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral).

22.2 In no event shall Customer's terms and/or conditions included on any form apply to the relationship between WPINJ and Customer under the Agreement.

22.3. In the event of any conflict, inconsistency or ambiguity between the terms of the Agreement, any Service order(s) and/or Exhibit, the interpretation shall be resolved by giving precedence to such documents in the

- (i) the other Exhibit(s) to the Agreement following order of priority:
- (ii) Exhibit 1: WPINJ Terms of Sale respect to the subject matter hereof.
- (iii) The Price List on the WPINJ website.

22.4 The present Exhibit 1 automatically replaces and supersedes any and all Exhibit 1 to the Agreement previously approved by Customer or any and all other documents concerning WPINJ terms and conditions.

22.5. WPINJ reserves the right to submit new versions of the present Exhibit 1 for acceptance by Customer every time Customer makes orders online. For the sake of clarity WPINJ will always indicate the date of the latest modification of the Exhibit 1 below the title.