

# **Services Contract between Internet Networks LLC (referred herein and after as myPBX) and the Person or Organization using myPBX Services (referred herein and after as Customer).**

## **DECLARATIONS**

- I- myPBX Declares that
  - a. this Contract was updated on October 24<sup>th</sup>, 2017
  - b. this is an Organization inscribed in the State of Georgia in the United States of America
  - c. the address to receive notifications referring to this Contract is 1100 White Street SW, Atlanta GA ZIP 30310
  - d. it has the knowledge and capacity to fulfill the obligations and responsibilities stated in this Contract
- II- The Customer Declares that:
  - a. it's interested in ordering myPBX services and products and that before ordering all the Terms and Conditions in this Contract were revised and understood accepting in full what's stated in this Contract
  - b. it's of adult age in his Country of residence and if an Organization is acquiring the Service or Product he has sufficient faculties to represent such organization
  - c. all the personal information provided to myPBX is correct, complete and real and it will be updated in case it changes
- III- myPBX and The Customer jointly declare that:
  - a. there isn't negligence, fault or willful misconduct that can invalidate this Contract
  - b. this contract substitutes all previous agreement, representations, guarantees or understandings referring myPBX services and products
  - c. both accept in full the following Definitions and Clauses:

## **DEFINITION**

The following definitions are stated to be used in this Contract:

- a) Service Activation  
Service is considered as active once myPBX sends by email the Login information to myPBX Customer Panel. Before sending the activation email, myPBX will perform all the required actions and tests to guarantee that the service is working properly.
- b) Telephony Carrier or Carrier  
Telecommunications company that allows performing phone calls through the telephone network
- c) PBX  
Business Phone System that allows two or more people to communicate with each other realizing internal calls without going through the Carrier. And that answers phone calls with a recording and allows the distribution and recording of calls between many more functions.

- d) **Data Center**  
Building designed to allocate a great amount of computer equipment, network equipment, cooling systems and electronic equipment that's powered by a redundant power circuit through uninterrupted power supply units and power generators to ensure a continuous operation 24 hours every day of the year. The building is connected through multiple 10GE or bigger connection to the Internet. This building contains strict security measures to prevent fires, flooding, prevent unauthorized physical access to the building and protect unauthorized access to the computer equipment, its network or any of the electronic equipment inside.
- e) **Website Content**  
Texts, images, pictures, graphics, videos and all other multimedia or written content that forms part of myPBX websites.
- f) **Credit Coupon**  
Electronic document that can be used inside myPBX Customer Portal to pay for invoices in whole or part of them.
- g) **Work Days**  
In terms of this Contract, the Work days are considered as the days in which myPBX staff hours of work which happen from Monday to Friday from 9 to 19hrs (Central Standard Time) except for the Holiday Days in the United States of America.
- h) **Availability**  
Measure of the amount of time that a system is ready and can be used. In this contract, it is expressed as a percentage. It's calculated by dividing the amount of time a service was available in a period of time divided by the total amount of hours that existed in that period of time
- i) **Link or hyperlink**  
Element part of an electronic document that makes reference to one or server Website Contents
- j) **Phone Equipment**  
Used to name the set of business phones used to perform calls in the myPBX Business Phone System, accessories of such phones and other hardware elements required to communicate The Customer with the myPBX platform.
- k) **Know How**  
Knowledge acquired by myPBX as the result of years of working and the accumulation of experience, hence they are considered as a precious intangible asset that cannot be shared with third parties
- l) **Control Panel**  
Password protected website located at <https://control.mypbx.io/> that can be used by the Customer to manage the myPBX service

- m) myPBX Platform  
Advanced PBX with tons of features in the Cloud formed by multiple computer systems, Internet networks and computing equipment that reside inside a Data Center
- n) Customer Portal  
Password protected website located at <https://panel.mypbx.io/> that can be used to manage customer Profile information, billing, tech support and invoices.
- o) N+1  
Name used to refer to infrastructure that has one additional backup equipment installed for each of its parts. The backup equipment it's used only when the main equipment fails
- p) Cloud  
Term originated from Cloud Computing Technology used to define Information Technologies Services that are provided through the Internet in a secure, agile and accessible manner.
- q) Redundancy  
Capacity of a system to continue operating normally when there's a failure in one of its components.
- r) Phone Service  
myPBX can provide phone calls service to The Customer if needed assigning a phone number, phone lines to operate phone calls in the myPBX Platform.
- s) Internet Server  
Computer Hardware inside a Data Center designed to work permanently with a redundant high-speed Internet connection and a redundant power source
- t) CRM  
Computer System used by myPBX to control orders, payments, invoicing and services
- u) Website  
Collection of Internet pages or documents related between each other that can be browsed on the Internet using the HTTP or HTTPS protocol. All websites referred in this Contract are the property of myPBX
- v) Tier IV Standard denomination in the Industry used to identify a Data Center topology design. A Tier IV Data Center has an availability of 99.995% due to its redundant systems and N+1 infrastructure.

## CLAUSES

## 1. Object

Set the specifications, conditions and terms of use, the guarantees, the scope and limits of the myPBX services used by The Customer.

## 2. Utilization of myPBX Services

myPBX websites provide information regarding myPBX Services and they are not binding for myPBX until they are ordered and paid. Links to websites that do not belong to myPBX do not commit myPBX to the Customer. Parts of myPBX websites may contain personal opinions from individuals that write them and they will not be binding to myPBX

## 3. Term of the Contract

Starting date of this Contract is the moment the Customer is notified by an email message that the ordered service is active. The minimum duration of the Contract is the amount of service time paid by the Customer. The contract term will be extended each time the Customer realizes a new payment for its service for the same amount of time the service was paid.

The Term of the contract may be affected by the reasons expressed in the Contract Termination Clause and the Service Cancellation Clause.

## 4. Terms and Conditions

Service functions and specifications are the ones published in myPBX Website at the moment of ordering. myPBX cannot modify the service functions and specifications if it decreases its capabilities. The Customer is solely responsible for ordering a service that fits its needs.

The Service Level that myPBX provides to the Customer is expressed in the Contract Annex myPBX SLA. Terms and Conditions for Phone Rentals are expressed in the Contract Annex Phone Rentals Conditions. Terms and Condition for IP Phone for Sale are expressed in the Contract Annex IP Phones for sale.

## 5. Payments and Invoicing

myPBX service pricing is published in the myPBX Website.

Current Georgia Sales Tax will be applied if the Customer resides within the State of Georgia in the United States.

### 5.1. Invoices for service usage

myPBX will send by email an invoice each time the myPBX services need to be renewed at least seven days before the payment is due.

The email contains the total amount, due date and instructions to make the payment. Invoices can be seen at the Customer Portal. The Customer is solely responsible for making payments on time and notify myPBX even if the invoice was not received by email for any reason.

### 5.2. Due Date

Due Date for payments will be the Date on where the service payment expires and needs to be renewed according to the Customer Contract Term.

5.3. Phone Service Payment If the Customer exceeds the minutes on his Phone Call Plan, he must pay the exceeding minutes to avoid service suspension. An invoice will be issued once the month is over if it applies.

#### 5.4. Phone Call Credit Limit

The Customer will make a refundable guarantee deposit for Phone Calls which act as a credit to call for the Customer. If the credit limit is reached, the Customer won't be able to realize outgoing calls until the next period or until he increases his credit limit.

#### 5.5. Refund Policy

During the first service month The Customer can request a reimbursement of 100% to myPBX if he's not satisfied with the Service. Please notice that the charges for phone calls and IP Phone purchasing cannot be refunded. Refunds will not go through if the service malfunction is caused by the customer Internet connection or misuse or abuse of the service.

#### 5.6. Payment Accreditation

Service will be considered as paid until the payment is registered in myPBX CRM

5.6.1. Payment of less than the total due Service won't be considered as paid until the full amount is covered. In the event of making a payment for less than the total amount, the customer must pay the difference to cover the full amount that's due.

5.6.2. Payments for a bigger amount than the total due If the customer pays more than he was supposed to as a standard procedure, myPBX will generate a credit coupon on the Customer Portal for the customer which can be used to pay for future invoices. myPBX can refund the full amount paid to the customer if needed.

5.7 Credit Card Payments Credit Card Payments are automatically accredited within our CRM. A customer may request to charge automatically its credit card for each service renewal. Automatic Credit Card charges can be managed from the Customer Portal at any time.

#### 5.8 Paypal Payments

Paypal payments are automatically accredited within our CRM. A commission of 6.5% will be charged to the customer with no exception. myPBX may require the customer to provide additional information to authorize Paypal payments when needed.

myPBX won't accept Paypal as a form of payment for IP Phones.

5.9 Refundable Phone Calls Plan Guarantee Deposit Customer must deposit when ordering a Phone Call Plan a Refundable Guarantee Deposit. This deposit will be refunded to the Customer when the service is canceled and its total due balance is zero. If the balance is not zero, myPBX may use the Guarantee Deposit to cover the Customer unpaid balance.

## 6. Customer Care

myPBX focuses on resolving all requests fast and efficiently. Requests are attended first received first served, the response time varies depending on the workload.

myPBX provides customer care by chat, email or phone in work days defined on this Contract. The Customer may request assistance 24 hours every day of the year opening a Support Ticket at the Customer Panel.

The service level and customer care provided to the customer varies depending on the type of service ordered and are expressed in the Contract Annex SLA (Service Level Agreement).

### 6.1. Reporting Issues

If there's a problem in the service or a question regarding the use of it, The Customer must contact myPBX by email or in the corresponding option inside the Customer Panel.

There are video tutorials and manuals at the myPBX Help Center. If there's a real failure in the service guaranteed by the SLA availability time, the period of failure will begin at the moment the Request was opened and so, myPBX can investigate the source of the problem to fix it.

### 6.2. Limitation of the Technical Support provided by myPBX

Customer Care and Technical Support provided by myPBX are limited exclusively to the functions included in the ordered service. The Customer is solely responsible for fixing issues with its computer network, its Internet Connections and the devices used to connect to the myPBX Platform.

The Customer must manage the myPBX service by his own using the Control Panel.

To provide a better service, myPBX may sell Phone Equipment to the Customer. If the Customer experiences any problem that requires using the Phone Equipment guarantee, he will contact the manufacturer directly and follow procedures.

## **7. Service Suspension**

The Customer on myPBX Platform service may be suspended in the following cases:

- 7.1. Unpaid invoices. When there's an unpaid invoice, the service may be suspended the next day after the invoice due date. Once the payment is registered at myPBX CRM, the service will be unsuspended.
- 7.2. If myPBX finds false or incorrect contact information on the Customer Profile. In those cases, myPBX may request additional documentation like Government Issued ID's and others to validate the provided information

For all cases, the time in where myPBX services are suspended will not be refunded or replaced in any case and the suspension period will be considered as a penalty for Contract breaching.

## **8. Contract Termination and Contract Cancellation**

The Contract will end automatically and without any perjury or further responsibility for myPBX or The Customer when the paid time period for myPBX expires and the renewal of services is not paid on time. Once the Contract is canceled, myPBX will cancel the services rendered.

When the service is canceled, all its included features will be deleted along with the stored information without the possibility of recovering them.

### **8.1. Customer Anticipated Contract Termination**

If the Customer invoices balance is zero, the Contract can be canceled before its term expires. In this case, The Customer must notify myPBX and the payment for the services will be kept by myPBX as a penalty for Contract breaching without any further responsibility for myPBX.

### **8.2. myPBX Anticipated Contract Termination**

myPBX may cancel the Contract before its term expires without any perjury or further responsibility when the Customer fails to comply to any of this Contract Clauses and in the following cases:

8.2.1. If The Customer is using the service for activities considered illegal in the United States of America or in the Customer Country of Residence. When this happens, myPBX will inform and cooperate with the correspondent authorities.

8.2.2. If The Customer does a back charge or withdraws a charge to a credit card payment.

8.2.3. If The customer performs activities that are abusive and affect myPBX services such as the following but not limited to those activities exclusively:

- 8.2.3.1. Perform willingly or unwillingly an activity that saturates myPBX network
- 8.2.3.2. Violate the Contract Conditions

In all the mentioned before cases, the payment for the services will be kept by myPBX as a penalty for Contract breaching without any further responsibility for myPBX. And myPBX can collect any remaining unpaid balance.

9. **Authorization to publish the Customer Brand, Doing Business as Name and Website** When The Customer orders any myPBX service, he gives his explicit consent and authorization so myPBX may publish in electronic media, videos or any other type of media his: logotype, brand, Doing Business as Name, Website Address and other distinctive brand elements such as the description of the Customer business.

10. **Intellectual and Industrial Property Rights** The Customer accepts that he's solely responsible for the calls placed and the use given to myPBX Platform. The Customer liberates myPBX, all of its shareholders, legal representatives, directives, employees and providers of any responsibility related to the actions performed using the myPBX platform. The Customer will take out in peace and safe myPBX of any problem generated by his use of the myPBX platform and will pay without any legal action all the correspondent expenses generated to myPBX as a consequence of his actions whether they are legal issues or not.

#### 11. Confidentiality

The written, spoken or graphics information provided by the Customer to myPBX will be considered as "Confidential Information" always when it complies with the following: (i) It's clearly marked as confidential and (ii) It's information is not of public domain and cannot be obtained by third parties.

Call recordings generated through the myPBX platform are also considered as "Confidential Information".

All "Confidential Information" is an exclusive property that belongs solely to The Customer and myPBX acknowledges that it's not representing the Customer in any way by the celebration of this Contract.

myPBX acknowledges that celebrating this Contract does not confer any right, license, intellectual property, industrial property over the "Confidential Information".

myPBX will reveal the "Confidential Information" only to its employees or persons involved in the rendering of services part of this Contract and to the means of the ordered service.

myPBX is obliged not to share, reproduce or duplicate the "Confidential Information" without the previous written consent of The Customer and it's obliged to spread this clause content to its employees and persons involved in rendering the services offered in this Contract. The Customer may request at any time the return of destruction of "Confidential Information" in the Contract duration period or after it expired.

For "Confidential Information" that are stored in digital media, the Customer may demand that it's deleted permanently without further access or way to restore it.

In the event of an authority demanding access to the "Confidential Information" myPBX will provide the requested "Confidential Information" and it will not be considered as a Contract breach.

myPBX is obliged to comply with this Clause terms for a period of one year after the Contract is Canceled or it ended.

#### 12. myPBX Liability Limitation

When the Customer has the right to request myPBX a damage compensation, the limit of myPBX liability will not exceed in any case the total amount paid by the Customer in the previous six months, except for the following cases:



- a) Claims for compensation of damages by third parties against the Customer that are subject to the liability established above
- b) Call recordings loss or calls history loss.
- c) myPBX is not responsible for the losses and damages incurred by the Customer in any case or third parties resulting from failures in the myPBX platform.
- d) Loss of profits, special losses, indirect damages and/or medium-term economic damage (including but not limited to: loss of savings, loss of profits or anticipated savings, loss of opportunities, corporate image damages, personal image damages or any other consequential damage)
- e) Acts of terrorism, vandalism, earthquake, natural disasters, malicious damages, strikes, civil commotion, vehicle impact, rain, flood, fire, accidents in general and catastrophes.
- f) Internet interruptions, Internet network saturation in networks that are outside of the Data Center where the myPBX Platform resides
- g) Password miss use or service miss use
- h) Issues with the myPBX platform originated by firewall blocking of the customer IP Address when a password for a Phone Equipment is typed incorrectly
- i) When it's not possible to restore a data backup due to the corruption of electronic documents stored in the backup. The Customer at all times is solely responsible for backing up the recordings stored in the myPBX platform.

### 13. Contract Modifications

myPBX may modify this Contract or its Annexes when needed and it will notify the Customer by email when this happens

### 14. Customer Liability to myPBX

The Customer is the solely responsible for the use given to myPBX services, hence the Customer:

- 14.1. Guarantees and agrees that he will not be able to subject legal claims to myPBX
- 14.2. Agrees and it's obliged to release myPBX in peace and safety, to indemnify, to repair damages caused to myPBX and its employees, shareholders and providers
- 14.3. Agrees and it's obliged to release, indemnify and avoid damages to the parties involved from all liability, claims and expenses, including attorney's fees and legal costs for claims from related third parties or any of the services that myPBX provides, including without limitation: Customer penalties, Customer infractions or any person that uses the myPBX services ordered, of any Intellectual Property Claim, or any third party right violation claim or the breach of any of this clauses, conditions and terms expressed in this Contract.

### 15. Jurisdiction

For the interpretation and fulfillment of the contractual relationship that myPBX has with the Customer, both parts will be subject to the Legislation and Courts of the city of Atlanta, State of Georgia in the United States of America, expressly waiving any other jurisdiction or legislation that by reason of their residency or any other circumstances may correspond to them.