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COMPANY NO.: 04296038
REGISTERED IN ENGLAND AND
WALES

Terms and Conditions for Value Added Numbers and IVR Services

1. Definitions

1.1 in this Agreement the following expressions shall have the following meanings:

- "Agreement"** This agreement, including the main body of the agreement, these terms and conditions and the other Schedules hereto;
- "Associated Company"** A company in which the Company or any subsidiary of the Company holds shares.
- "Callers"** Those persons who dial the Numbers to access the Information;
- "Co-Location Service"** The co-location service by which the Company conveys calls made by Callers to the Customer's system co-located at the Company's premises by means of direct circuits; Daotec Ltd. and/or their Associated Companies as the context requires;
- "Company"** Daotec Ltd. and/or their Associated Companies as the context requires;
- "Customer"** The party defined in the main body of the Agreement as the Customer, to which the Company provides the Service;
- "Customer Equipment"** In respect of Co-Location Services, such equipment as the Customer may, subject to the consent of the Company and compliance with its Company's reasonable instructions, install at the Company's premises;
- "Direct Connect Service"** A direct connect service by which the Company conveys calls made by Callers to the Customer's service by means of private circuits;
- "Identification Code(s)"** A string (numeric or alphanumeric) allocated by Network Providers to the Company and by the Company to the Customer, by means of which a Caller may identify and contract for the receipt of specific Information; for the avoidance of doubt, all the provisions of these Standard Terms and Conditions shall apply mutatis mutandis to Identification Codes;
- "Information"** Information or other content which is to be made available by the Information Provider to Callers using the Numbers;
- "Information Provider"** In respect of Information Provider Agreements, the Customer; in respect of In-house Information Agreements, the Company; and in all other agreements, a third party permitted by the Customer to use and market a Number for the purposes of providing Information;
- "In house Information Service"** The service by means of which the Company supplies the Information on behalf of the Customer;
- "Interconnect Agreement"** The agreement between the Company and Telecom & Network Providers;
- "Network Providers"** Operator(s) providing the PSTN connectivity between Callers and the Company's System;
- "Numbers"** Identification Codes and telephone numbers from within a range used by the Company and allocated to it by regulatory authorities, as may be designated by the Company for use in connection with this Agreement and specified in the Numbers Schedule;
- "Promotional Partner"** A company or individual promoting Numbers, Services and Information provided by the Company;
- "IVR Service"** means the Service as described in the Master Agreement, provided that a document produced by the Company and agreed and signed by the Customer, which details all aspects of the IVR Service to be provided has been agreed and signed, and may include one or both of (a) or (b):
 - (a) IVR Play/Record and Disconnect: design, configuration, commissioning, maintenance and management of the IVR Service, including Application design and scripting, Application test and load onto IVR platform, Mapping of IVR application to relevant NTS / PRS service(s), Provision of IVR port and line capacity sufficient to meet customer-agreed service levels, Provision of customer documentation, including scripting details and the Company's contact plan, Provision of service reports as required by the Customer, Billing for the IVR service at an agreed frequency
 - (b) IVR Call Transfer provides for calls dialled in to the IVR system to be routed to a distant terminating destination dependent on choices made by the Caller.
- "Service(s)"** The IVR Service, Direct Connect Service, Information Provider Service, Promotional Partner Service and/or Co-Location Service, as the case may be, provided under this Agreement, together with such other services as may be agreed in writing by the parties from time to time;
- "System"** The telecommunications systems operated by the Company, as it may be configured from time to time.

- 1.2 use of the singular includes the plural and vice versa;
- 1.3 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- 1.4 the Schedules and Recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules and Recitals;
- 1.5 where there is a conflict between the Schedules and the main body of this Agreement, the Schedules shall take precedence;
- 1.6 any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or Schedule of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears;
- 1.7 clause headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 1.8 any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 1.9 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legislation, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term;
- 1.10 any reference to a sum expressed in Pounds Sterling or Euro shall, in respect of any jurisdiction other than England, be deemed to include a reference to an equivalent sum in the currency of that jurisdiction at rates of exchange prevailing from time to time;
- 1.11 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Obligations of the Customer and Information Provider

- 2.1 Customer agrees and undertakes on its own behalf and shall procure that any third party Information Provider it shall contract with shall agree and undertake:
 - 2.1.1 to ensure that all intellectual property rights relating to any aspect of the Information are licensed correctly and do not infringe any intellectual property rights of any third party;
 - 2.1.2 to ensure that all information collated by either the Information Provider or the Customer in connection with the use of the Services is collected, compiled, processed and stored in accordance with relevant legislation and codes of practice and, in particular, that it complies with and is correctly registered under applicable data protection legislation and related legislation or statutory instruments;



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2.1.4 to supply upon request detailed traffic forecasts on a rolling six month basis; to suspend or reduce marketing activity if so requested by the Company; to comply with the codes of practice of all regulatory authorities where applicable; to observe the provisions contained in the Telecommunications Act 2003 and any other relevant legislation or statutory instruments and to comply at all times with any codes of practice, directions or requests made by the Secretary of State or any other person or body with competent jurisdiction or persons authorised on his behalf; to procure at its own expense all necessary licenses, permits, consents and authorisations required for the provision of the information ; to refrain from all and any acts or omissions which may injure or damage the reputation or property of the Company or cause the quality of the Services or the Information to be prejudiced or impaired; and to indemnify the Company against all liabilities, losses and costs incurred by the Company in connection with the Information, the Services or otherwise. In the event of any fines or penalties relating directly or indirectly to the Information and/or its marketing or provision or purported provision by the Customer or the Information Provider being imposed upon the Customer or the Information Provider or the Company by the "Phone-paid Services Authority or any other regulatory body" (PSA), the Customer shall pay or shall procure that the Information Provider shall pay such fine or penalty within 7 days; failing which the Company shall be entitled to deduct the amounts of the fines and/or penalties from any monies owed by the Company to the Customer, in the event that there are insufficient monies available to meet the said fines or penalties, the Company shall be entitled to seek recompense in full directly from the Customer.

2.1.5 Customer shall provide reasonable customer support for Callers.

2.1.5.1 If a Caller complains only about the quality of Customer's goods or services, Company shall use commercially reasonable efforts to direct such Callers to Customer's customer support in order to resolve such disputes and complaints. However, Company shall be entitled to issue a refund without the knowledge or consent of Customer in any case Company deems appropriate.

2.1.5.2 If, in a given month, an unreasonable amount of Customer complaints is made about the charges for or the quality of Customer's goods or services, Company reserves the right to charge an amount of GBP 30 (thirty Pound Sterling) per such incident of Caller complaint to Customer ("Extra-charge"). "Unreasonable amount of Customer complaints" shall mean that in any period of one week (168 hours) more than one percent (1 %) of the Callers having completed a successful call complain about the charges for or the quality of Customer's goods or services. Company shall, without delay, give notice to Customer on the fact that the conditions for Extra-charge are fulfilled and that Company is charging the Extra-charge for the rest of that month, and provide documentation on the fulfilment of the conditions for Extra-charge to Customer.

3. Ownership of Numbers, Content and Technology

3.1 The Numbers shall during the term of this Agreement, and at all times thereafter unless otherwise agreed in writing (subject to any porting rights of the Customer), remain the property of the Company at all times and neither the Customer nor the Information Provider shall have any title to or any right or interest in the Numbers.

3.2 The Company reserves the right with immediate effect and without payment of compensation to withdraw and re-allocate to itself or to a third party any Number allocated to the Customer which achieves less than 500 call minutes in a particular month, within 30 days of such shortfall becoming known to the Company.

3.3 The Customers rights to port the Numbers on termination shall be as set out in Clause 8.2.2 of these Terms and Conditions.

3.4 The Technology shall during the term of this Agreement, and at all times thereafter unless otherwise agreed in writing, remain the property of the Company and neither the Customer nor the Information Provider shall have any title to or any right or interest in the Technology.

3.5 If the Content is provided by the Company it shall during the term of this Agreement, and at all times thereafter unless otherwise agreed in writing, remain the property of the Company and neither the Customer nor the Information Provider shall have any title to or any right or interest in the Technology.

4 Provisions in respect of IVR Services

4.1 The Customer will ensure that in respect of the IVR Service, IVR Call Transfer calls diverted to a terminating number will be answered within 30 seconds of the call being diverted.

4.2 Where in respect of any calendar month 10% or more IVR Call Transfer calls are not answered within 30 seconds the Company shall be entitled to charge the Customer a fee of € 500 + VAT in respect of the revenue shortfall (in respect of which the Company is unable to invoice) for the calendar month caused by the delay in answering the calls. The parties agree that this fee represents a fair and reasonable pre-estimate of the average loss to the Company arising from such shortfall.

4.3 Where either (a) in respect of any month 25% or more IVR Call Transfer calls are not answered within 30 seconds of the call originating, or (b) there are three or more Calendar Months in any consecutive period of 12 months, the Company may terminate the IVR Call Transfer service by immediate notice to the Customer.

4.4 The calculation of whether a call was answered within 30 seconds shall (in the absence of manifest error) be conclusively determined by the Company's Equipment.

5. Payments to the Customer

5.1 All Payments shall be calculated by reference to data recorded, collated and/or compiled by the Company. In case of any discrepancies, the data provided by Network Providers shall prevail.

5.2 The Company reserves the right to delay or withhold in part or in full payments to the Customer if: -

5.2.1 A Network Provider delays or withholds payments due to the Company in respect of the Service or a Number;

5.2.2 A Network Provider seeks to recover payments made to the Company in respect of the Service or a Number;

5.2.3 by reason of the volume, origin or quality of the traffic generated in respect of a Number, or otherwise, the Company reasonably suspects that the Service or the Number may be being used for unauthorised or fraudulent purposes; and/or

5.2.4 the monthly payment due to the Customer or Information Provider is less than EURO 500.

5.3 No payments will be made for periods of ring tone within an IVR Call Transfer call.

5.4 The Company reserves the right to not pay the Customer for numbers which generate less than EURO 500 per month.

5.5 The Company will only consider billing queries from the Customer (including, but not limited to, those relating to fraud) if such queries are made in writing within twenty one days of the date of the relevant confirmation of revenue from the Company.

5.6 If any sum payable by the Customer is not received by the due date, the Company shall have the right to deduct such sum from payments due to the Customer.

5.7 Company reserves the right to charge as compensation for administrative or legal charges up to 20% (twenty percent) of the collected amounts, if payments have been withheld by Network Providers for suspicion of fraud and Company managed to collect these amounts.

5.8 All charges are exclusive of VAT and other applicable taxes, which shall be payable in addition if applicable. Costs for Wire transfers, Checks or other bank charges are deducted from the payment to the Customer.

5.9 The amounts, terms and rates contained in the payment schedule and/or the basis of charging may be varied by the Company from time to time upon thirty days notice. In the event that such change is unacceptable to the Customer the Customer retains the right to cancel the contract by thirty days written notice.

6. Interruption

6.1 The Company shall not be liable to the Customer or to the Information Provider for any suspension, deterioration or interruption of the Service howsoever caused.

6.2 The Company shall be entitled at any time to improve, modify, suspend, change, test, maintain or repair the System or any part thereof without incurring any liability or obligation to the Customer or the Information Provider. The Company will endeavour to give to the Customer as much notification of any interruption or material change to the System as is practicable in the circumstances and will use all reasonable endeavours to ensure disruption to Service is minimised.



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7. Suspension and Termination

- 7.1 The Company may suspend the Service with immediate effect:
- 7.1.1 to comply with an order, instruction or request from any authorised body, including without limitation any government or regulatory body of applicable authority;
- 7.1.2 in the event that the Customer or its Information Provider is in breach of PSA rules;
- 7.1.3 in the event that the Company reasonably suspects that the Service may be being used for unauthorised, defamatory, obscene and/or fraudulent purposes; or
- 7.1.4 in the event that the Customer fails to comply or delays in complying with the reasonable instructions of the Company to implement appropriate maintenance measures.
- 7.2 Without prejudice to any other rights that the Company may have, the Company shall be entitled to suspend the Service if the Customer and/or the Information Provider is in breach of any of its obligations (including but not limited to its payment obligations) and such breach if capable of remedy is not remedied within seven (7) days after the Company provides written notice of such breach to the Information Provider.
- 7.3 If during any week the Company encounters that more than 100 call minutes to any Number do not emanate from bona fide Callers wishing to access the Information or that such call minutes in fact emanate from computer-operated or other automatic dialling apparatus of any description, the Company reserves the right:
 - 7.3.1 to suspend the Service with immediate effect;
 - and
 - 7.3.2 unless the Customer is able within seven (7) days to demonstrate to the Company's satisfaction that such calls were made for a bona fide purpose connected with the business of providing or accessing the Information, to terminate this Agreement forthwith.
- 7.4 The Company shall be entitled to terminate this Agreement forthwith if:
 - 7.4.1 it resolves that the Information provided or to be provided by the Customer or its Information Provider is adversely affecting or is likely to adversely affect the Company's reputation or relationships with customers;
 - 7.4.2 the Interconnect Agreement terminates;
 - 7.4.3 the Customers or Information Provider's applicable operating license expires or is revoked; or
 - 7.4.4 the Company's applicable operating license expires or is revoked.
- 7.5 Without prejudice to the above, either party may terminate this Agreement forthwith upon written notice to the other party if: -
 - 7.5.1 the other party commits a material breach of any provision hereof and if capable of remedy fails to remedy such breach within thirty (30) days of receipt of written notice specifying the breach and the steps required to remedy it;
 - 7.5.2 insolvency proceedings are brought against the other party, or if any payment under a judgment of a Court is not paid on time, or an arrangement is made with a receiver or an administrator over any of the other party's assets or the other party goes into liquidation.

8. Effects of Termination

- 8.1 Termination of this Agreement shall not affect the rights and obligations of the parties accruing prior to the date of termination.
- 8.2 Upon termination of the Agreement for whatever reason:
 - 8.2.1 the Service shall be terminated;
 - 8.2.2 unless pursuant to the Telecommunications (Interconnection) (Number Portability) Regulations 2003 the Customer enters an agreement with a third party telecommunications provider and the Company to port the Numbers (or any of them):
 - 8.2.2.1 the Customer and the Information Provider shall cease to use and/or market the Numbers; and
 - 8.2.2.2 the Company shall be entitled to allocate the Numbers to itself or another third party;
 - 8.2.3 all properly due outstanding indebtedness of the Customer to the Company including any damages payable for breach of contract, shall become immediately due and payable;
 - 8.2.4 all payments due to Customer resulting from the use of a premium rate number which is usually subject to chargebacks shall be withheld at 100% (one hundred percent) until such date where Chargebacks has usually been settled by Network Operators.
 - 8.2.4 any payments due to the Customer, subject to a deduction of any money owed by the Customer, shall be paid within thirty (30) days of the date of termination, unless the Company exercises its right to pursue the Customer in accordance with clause 8.5 below;
 - and
 - 8.2.5 unless otherwise agreed, each party shall return to the other any confidential Information and any other material in its possession supplied by the other party.
- 8.3 in the event of termination of this Agreement and/or the Interconnect Agreement no Customer, Information Provider or third party shall have any right or entitlement to any revenue generated on the Numbers after the date of such termination.
- 8.4 In the event of termination of the Interconnect Agreement, the Company shall not be obliged to pay to the Customer any monies other than revenue accrued up to that date of termination and received by the Company calculated and payable in accordance with Payment Schedule, less amounts owed to the Company.
- 8.5 The Company reserves the right, notwithstanding the termination of the Agreement for whatever reason, to seek compensation from the Customer if the termination has caused the Company to suffer any loss or damage whether as a result of any breach by the Customer or otherwise or in respect to any prior obligations of the Customer pursuant to the Agreement.
- 8.6 The obligations of confidentiality set out in clause 10 shall continue notwithstanding the termination of this Agreement for any reason for a period of two (2) years from the date of any such termination.

9. Warranties and Liability

- 9.1 All warranties, conditions and non-fraudulent representations express or implied (by statute, common law or otherwise) including, but not limited to those relating to the performance, quality or fitness for purpose of the Service are hereby excluded.
- 9.2 To the maximum extent permitted by law, the Company hereby excludes liability to the Customer and/or its Information Provider for any special, indirect, incidental or consequential loss or damage (including without limitation loss of profit, revenue or goodwill) suffered by the Customer and/or its Information Provider howsoever caused.
- 9.3 The Company shall have no liability to the Customer or to the Information Provider in the event of a breakdown in the Services.
- 9.4 The Company shall have no liability to the Customer in respect of any fraud perpetrated by the Customer or its Information Provider, any Caller or any third party howsoever occurring and the Customer shall be liable for all usage of the Services whether authorised or unauthorised.
- 9.5 The Customer hereby indemnifies and holds the Company harmless for any loss or damage caused by the Customer or its Information Provider or any contractor engaged by the Customer in connection with implementing connection of the Customer's or its Information Provider's system to the System.
- 9.6 Without prejudice to the above provisions of this clause 9, the Customer hereby indemnifies and holds the Company harmless for any and all claims by any third party arising directly or indirectly out of the performance, mis-performance or non-performance of this Agreement.
- 9.7 Nothing in this Agreement shall be construed to exclude or limit either party's liability in respect of personal injury or death resulting from that party's negligence.

10. Confidentiality

All business, commercial and technical information disclosed by the Company to the Customer shall be regarded as being confidential unless expressly stated otherwise in writing and shall not be disclosed to any third party without the prior written consent of the Company, provided that information shall not be regarded as confidential if it is or becomes publicly known through no fault of the Customer or its agents or is required to be disclosed by a Court or another authority of competent jurisdiction or for the purposes of obtaining any listing or the maintenance of any listing at any stock exchange.



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11. Assignment and Subcontracting

- 11.1 The Company shall have the right to assign and/or transfer this Agreement and its rights and obligations hereunder to any third party.
- 11.2 The Customer shall not assign or transfer its rights or sub-contract or delegate the performance of any of its obligations under this Agreement without the prior written consent of the Company which consent shall not unreasonably be withheld.

12. Variations

The Company shall be entitled to amend the terms of this Agreement on one month's written notice to the Customer with the Customers consent. In the event that the Customer does not accept the amendments by countersigning the same, the Company may elect to terminate this Agreement by written notice, such termination to take effect forthwith.

13. Force Majeure

- 13.1 In this Agreement, „force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, acts or omissions of Network Providers or other telecommunications operators, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), war, riot, civil commotion, malicious damage, compliance with any law or governmental or regulatory order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.
- 13.2 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and shall subject to service of such notice have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 13.3 If either party is prevented from performance of its obligations for a continuous period in excess of one month, the other party may terminate this Agreement forthwith on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 13.4 The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure shall take all steps as are necessary without hereby being obliged to incur any expenditure or cost to bring the force majeure event to a dose or to find a solution by which the Agreement may be performed despite the continuance of the force majeure event.

14. Notices

- 14.1 Any notice or demand given or made under the provisions of this Agreement shall be in writing and may be delivered to the relevant party or sent by recorded or registered first class post or facsimile to the address specified in this Agreement, or such other address or number as may be agreed between the parties.
- 14.2 Any notices or demands hereunder shall be deemed to have been received if delivered by hand, upon such delivery, or if send by facsimile, when the transmission of the facsimile is complete, or if sent by post upon two business days after posting. Notices or demands sent by facsimile shall be confirmed by letter forthwith after the delivery of the facsimile.

15. Severability

If any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any event the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired and shall be valid and enforceable to the fullest extent permitted by law.

16. Partnership

Nothing in this Agreement shall constitute any partnership, agency or joint venture between the Company and the Customer.

17. Non Exclusive

The Customer shall not have an exclusive right to use the Service and the Company is entitled to make similar agreements directly or indirectly with other parties.

18. Waiver

No failure, delay or indulgence by either party in enforcing any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right, power or privilege preclude or restrict any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

19. Entire Agreement

- 19.1 The parties acknowledge that this Agreement constitutes the entire agreement of the parties and supersedes and cancels any statements, warranties or representations whether written or otherwise made by the Company or any officer, employee or agent of the Company prior to the date hereof.
- 19.2 Unless otherwise provided for in this Terms and Conditions for Value Added Numbers, all provisions the Master Agreement of DAOTEC as amended shall apply *mutatis mutandis* to this Terms and Conditions for Value Added Numbers

20. Rights of Third Parties

No term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

21. Governing Law and Disputes

This Agreement shall be governed, construed and shall take effect in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with this Agreement or the legal rights established by this Agreement.