

## FIBERCHAT SERVICE AGREEMENT

### 1. GENERAL

1.1. FIBER CHAT LIMITED, the company registered at Vyzantiou 5, Strovolos Lefkosia, Cyprus, 2064 (hereinafter referred to as the “Licensor”), hereby offers to use the services available at <https://fiberchat.us> (hereinafter referred to as the “Service”) to the company (as defined below, hereinafter also referred to as the “Licensee”) under the terms and conditions described herein. This Service agreement (hereinafter referred to as the “Agreement”) shall come into force and become legally binding for the Parties as set out in section 2 hereof.

1.2. This edition of the Agreement enters into force on December 1, 2020 and is effective until the following edition is adopted.

1.3. By using the Service, Licensee agree to the Terms of this Agreement. The Licensor encourages the Licensee to review the Agreement frequently to ensure that the Licensee understands the terms and conditions that apply when he uses the Service. If the Licensee does not agree to the revised Agreement, the Licensee may not use the Service.

1.4. In this Agreement, the following terms shall have the following meanings:

- “User” - any employee of the Licensor who has access to the Service.
- “Fee” - the prices paid by Licensee for access and use of the Service.

### 2. PROCEDURE OF GRANTING ACCESS TO THE SERVICE

2.1. The Agreement shall come into force and the Licensee shall be granted access to the Service upon the completion of the following:

- The Licensee shall send an email to [info@fiberchat.us](mailto:info@fiberchat.us) with information about the Licensee company (title, address, registration and billing details);
- After receiving an email the Licensor will grant an access for the Licensee to Service (Licensee will receive in email with login link);

- The Licensee should add to his account Users who will use Service functionality.

### 3. DESCRIPTION OF SERVICES

3.1. The Service give possibility for Users to have an access to the next functionality:

- online chat for website or mobile application,
- incoming and outgoing calls,
- connectors with messengers and email services,
- internal chat for employees,
- task tracking service,
- customer information database.

3.2. To use online chat the Licensee should add script received in Service to his website.

3.3. To use the calls service the Licensee should send a request to [info@fiberchat.us](mailto:info@fiberchat.us). The Licensor may request the Licensee to send additional information and address confirmation to set up calls service.

3.4. The Licensee acknowledges and agrees that:

- The Licensee is hereby granted a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: access and use the respective intellectual property solely in connection with the Licensee's use of the Service; and access and use any content, information and related materials that may be made available through the Service, in each case solely for the Licensee's commercial use. Any rights not expressly granted herein are reserved by the Licensor.
- There may exist certain technical limitations and restrictions on the Service, which can lead to the inaccessibility of the Service or delays in the transmission of communication at a particular time due to some reasons beyond the Licensor's control.
- The Licensee enters into this Agreement at its sole risk and that the Service and any information provided to the Licensee are provided "as is" and "as available".

### 4. SUBSCRIPTION TERMS AND PAYMENTS

4.1. Subscription terms and Fee

Subscription period is one month. Subscription Fee should be paid for all Users who used Service in the Subscription period.

#### 4.2. Additional Fees

Call service should be paid additionally in accordance with traffic data for the previous month.

#### 4.3. Payment process and terms

The Licensor sends Invoice at the fifth day of each month for the previous Subscription period. This Invoice includes subscription Fee and any other additional Fees in accordance with Service functionality which were used by the Licensee in the subscription period. All Fees which are mentioned in Invoice and will be paid by Licensee within thirty days of invoice.

#### 4.4. Subscription renewals and Subscription suspend

Subscription is renewed automatically. If the Licensee wants to suspend subscription he should send a request to [info@fiberchat.us](mailto:info@fiberchat.us) with such request and the Licensor will suspend subscription, access to Licensee's account will be also suspended.

### 5. LICENSEE'S REPRESENTATIONS AND WARRANTIES

5.1. The Licensee represents and warrants at all times that the Licensee continues to use the Service that:

- the Licensee has legal capacity under the laws of all applicable jurisdictions and agrees to this Agreement voluntarily, and that the Licensee has full power, authority and capacity to comply with this Agreement and the Licensee's obligations contained herein;
- the Licensee's compliance with this Agreement is lawful and the Licensee's obligations hereunder are legally binding and valid;

- the Licensee has carefully and thoroughly read and understood this Agreement;
- the Licensee is and has always been compliant with this Agreement;
- in entering into this Agreement the Licensee has not relied on any representation, warranty, statement, undertaking or conduct of any kind other than as expressly provided in this Agreement;
- all information provided by the Licensee is true, complete, valid and not misleading in any respect, and it acknowledges and agrees that the Company enters into this Agreement with him in reliance on the representations and warranties set out in this clause.

## 6. LICENSEE'S ONGOING OBLIGATIONS

### 6.1. The Licensee shall:

- regularly monitor and review any announcements connected with the Service;
- purchase and use the Service only for the purposes and in the manner expressly permitted by this Agreement;
- notify the Licensor immediately if any of the representations and warranties made under this Agreement becomes untrue, incomplete, invalid or misleading in any respect;
- (not engage in any activity that interferes with or disrupts the Service in any way;
- be fully responsible for keeping, the information required to access its account (including the password) store such information, ensuring its confidentiality, security, the absence of any distortion and proper control over storage;
- not remove any copyright, trademark or other proprietary notices from any portion of the Service;
- not reproduce, modify, use for compilation, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service except as expressly permitted by the Company;
- not modify, analyze, decompile, decode, restore the source code of the Service or any of its parts except as may be permitted by applicable law;
- not link to, mirror or frame any portion of the Service;

- not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Service or unduly burdening or hindering the operation and/or functionality of any aspect of the Service;
- not attempt to gain unauthorized access to or impair any aspect of the Service or its related systems or networks;
- not use or reference in any manner the Company's names, logos, product and service names, trademarks or Service marks;
- not otherwise infringe the Company's intellectual property rights concerning the Service, the software and any other content of the Site through which the User accesses the Service;
- observe all applicable laws and regulations (including tax laws and regulations) in such manner that will, to the best of its knowledge and belief, result in compliance by it and the Company in any jurisdiction in which it directly or indirectly uses the Service;
- provide promptly such evidence of its compliance with this Agreement as the Company may at any time reasonably require.

## 7. LIMITATIONS OF THE LICENSOR'S LIABILITY

7.1. To the fullest extent permitted by law, the Licensor expressly disclaims all liability for any loss whatsoever, and howsoever caused, incurred or suffered by you or anyone else, and including any loss arising from or in connection with:

- any inaccuracy, incompleteness or delay in any information provided to the Licensee;
- any malfunction, instability, or another breakdown of any software used by the Licensor for the provision of the Service;
- any disclosure, loss, theft, destruction or inaccessibility of the User's account, password or other data (including the User's or any other person's failure to keep these secure, safe and confidential);
- termination of this Agreement at any time and for any reason;
- ny failure of the Service to be used in any specific way or to meet any specific purpose or requirements;

- any war, riots, restraints imposed by any governmental or semi-governmental or regulatory authority, industrial or trade disputes, fires, explosions, epidemics, storms, typhoons, floods, lightning, earthquakes and other natural calamities.