

# Acceptable Use Policy GoTel Voice Exchange

This policy sets out the terms of use between the Customer and GoTel Telecom Ag under which the Customer may access and use the website

“<http://goteltelecom.ch/>” considering the GOTEL VOICE EXCHANGE platform (the “Site”). This policy applies to all customers and users of, and visitors to, this Site.

The Customer’s use of the GOTEL VOICE EXCHANGE Site means that the Customer accepts, and agrees to abide by, all the terms in this policy.

## 1. Prohibited uses

The Customer may use this Site only for lawful purposes. The Customer may not use this Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards according to clause 3;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, logic bombs, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

The Customer also agrees:

- not to reproduce, duplicate, copy or re-sell any part of this Site in contravention of the provisions of this policy; and
- not to access without authority, interfere with, damage or disrupt:
- any part of this Site;
- any equipment or network on which this Site is stored;
- any software used in the provision of this Site; or
- any equipment or network or software owned or used by any third party.

## 2. GOTEL VOICE EXCHANGE platform

GoTel Telecom Ag may from time to time provide interactive services on this Site.

Where GoTel Telecom Ag does provide any interactive service, GoTel Telecom Ag will provide clear information to the Customer about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

GoTel Telecom Ag will do its best to assess any possible risks for users from third parties when they use any interactive service provided on this Site, and GoTel Telecom Ag will decide in each case whether it is appropriate to use moderation

of the relevant service (including what kind of moderation to use) in the light of those risks. However, GoTel Telecom Ag is under no obligation to oversee, monitor or moderate any interactive service GoTel Telecom Ag provides on this Site and GoTel Telecom Ag expressly excludes its liability for any loss or damage arising from the use of any interactive service by a user in contravention of the content standards according to clause 3, whether the service is moderated or not.

Minors and children are not permitted to use our Site, including, but not limited to, the GOTEL VOICE EXCHANGE platform.

## 3. Content Standards

These content standards apply to any and all material which the Customer contributes to this Site (“contributions”) and to any interactive services associated with this Site. The Customer must comply with the spirit of the following content standards as well as the letter of them. The content standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in Germany and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from GoTel Telecom Ag, if this is not the case; or

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- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

who access this Site through the Customer's internet connection are aware of this policy, and that they comply with it.

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## 4. Suspension and termination

GoTel Telecom Ag will determine, in its sole discretion, whether there has been a breach of this policy through the Customer's use of this Site. When a breach of this policy has occurred, GoTel Telecom Ag may take such action as GoTel Telecom Ag deems appropriate.

Failure to comply with this policy constitutes a material breach of the terms of use upon which the Customer is permitted to use this Site, and may result in GoTel Telecom Ag taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of the Customer's right to use this Site;
- immediate, temporary or permanent removal of any posting or material uploaded by the Customer to this Site;
- issue of a warning to the Customer;
- legal proceedings against the Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against the Customer; and/or
- disclosure of such information to law enforcement authorities as GoTel Telecom Ag reasonably feel is necessary.

GoTel Telecom Ag excludes liability for actions taken in response to breaches of this policy. The responses described in this policy are not limited, and GoTel Telecom Ag may take any other action GoTel Telecom Ag reasonably deems appropriate.

## 5. Accessing this Site

Access to this Site is permitted on a temporary basis, and GoTel Telecom Ag reserves the right to withdraw or amend the service GoTel Telecom Ag provides on this Site without notice (see below). GoTel Telecom Ag will not be liable if for any reason this Site is unavailable at any time or for any period.

From time to time, GoTel Telecom Ag may restrict access to some parts of this Site, or to the whole of this Site, to customers.

If the Customer chooses, or the Customer is provided with, a user identification code, password or any other piece of information as part of GoTel Telecom Ag security procedures, the Customer must treat such information as confidential, and the Customer must not disclose it to any third party. GoTel Telecom Ag has the right to disable any user identification code or password, whether chosen by the Customer or allocated by GoTel Telecom Ag, at any time, if in GoTel Telecom Ag's opinion the Customer has failed to comply with any of the provisions of this policy.

The Customer is responsible for making all arrangements necessary for the Customer to have access to this Site. The Customer is also responsible for ensuring that all persons

## 6. Intellectual property rights

GoTel Telecom Ag is the owner or the licensee of all intellectual property rights in this Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

The Customer may print off one copy, and may download extracts, of any page(s) from this Site for the Customer's personal reference and the Customer may draw the attention of others within the Customer's organization to material posted on this Site.

The Customer must not modify the paper or digital copies of any material the Customer has printed off or downloaded in any way, and the Customer must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

GoTel Telecom Ag's status (and that of any identified contributors) as the authors of material on this Site must always be acknowledged.

The Customer must not use any part of the material on this Site for commercial purposes without obtaining a license to do so from GoTel Telecom Ag or its licensors.

If the Customer prints off, copies or downloads any part of this Site in breach of this policy, the Customer's right to use this Site will cease immediately and the Customer must, at GoTel Telecom Ag's option, return or destroy any copies of the material the Customer has made.

## 7. Reliance on information posted

Commentary and other material posted on this Site are not intended to amount to advice on which reliance should be placed. GoTel Telecom Ag therefore disclaims all liability and responsibility arising from any reliance placed on such commentary and other material by any visitor to this Site, or by anyone who may be informed of any of its contents.

## 8. This Site changes regularly

GoTel Telecom Ag aims to update this Site regularly, and may change the content at any time. If the need arises, GoTel Telecom Ag may suspend access to this Site, or close it indefinitely. Any of the material on this Site may be out of date at any given time, and GoTel Telecom Ag is under no obligation to update such material.

## 9. GoTel Telecom Ag's liability

The material displayed on this Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, GoTel Telecom Ag, other members of its group of companies and third parties connected to GoTel Telecom Ag hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by the applicable law; and
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with this Site or in connection with the use, inability to use, or results of the use of this Site, any websites

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linked to it and any material posted on it including, but not limited to, any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, even if foreseeable.

computer or database connected to this Site. The Customer must not attack this Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, the Customer may commit a criminal offence. GoTel Telecom Ag will report any such breach to the relevant law enforcement authorities and GoTel Telecom Ag will co-operate with those authorities by disclosing the Customer's identity to them. In the event of such a breach, the Customer's right to use this Site will cease immediately.

GoTel Telecom Ag will not be liable for any loss or damage

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This does not affect GoTel Telecom Ag's liability for death, personal injury and damage caused by intentional or grossly negligent behavior, nor GoTel Telecom Ag's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## 10. Transactions concluded through this Site

Contracts for the supply of services formed through this Site or as a result of visits made by the Customer are governed by separate agreements.

## 11. Uploading material to this Site

Whenever the Customer makes use of a feature that allows the Customer to upload material to this Site, or to make contact with other users of this Site, the Customer must comply with the content standards according to clause 3 set out above. The Customer warrants that any such contribution does comply with those content standards, and the Customer indemnifies GoTel Telecom Ag for any breach of that warranty.

Any material the Customer uploads to this Site will be considered non-confidential and non-proprietary, except that any such material may at GoTel Telecom Ag's sole discretion be kept confidential and/or proprietary between Members. GoTel Telecom Ag has the right to use, copy, distribute and disclose to third parties any such material for any purpose. GoTel Telecom Ag also has the right to disclose the Customer's identity to any third party who is claiming that any material posted or uploaded by the Customer to this Site constitutes a violation of their intellectual property rights, or of their right to privacy.

GoTel Telecom Ag will not be responsible, or liable to any third party, for the content or accuracy of any material posted by the Customer or any other user of this Site.

GoTel Telecom Ag has the right to remove any commentary, material or posting the Customer makes on this Site if, in GoTel Telecom Ag's opinion, such commentary, material or posting does not comply with the content standards according to clause 3 set out above.

## 12. Viruses, hacking and other offences

The Customer must not misuse this Site by knowingly introducing viruses, Trojan horses, worms, logic bombs, time-bombs keystroke loggers, spyware, adware or other material which is malicious or technologically harmful. The Customer must not attempt to gain unauthorized access to this Site, the server on which this Site is stored or any server,

caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material due to the Customer's use of this Site or to the Customer's downloading of any material posted on it, or on any website linked to it.

## 13. Linking to this Site

The Customer may link to GOTEL VOICE EXCHANGE home page, provided the Customer do so in a way that is fair and legal and does not damage GoTel Telecom Ag's reputation or take advantage of it, but the Customer must not establish a link in such a way as to suggest any form of association, approval or endorsement on GoTel Telecom Ag's part where none exists.

The Customer must not establish a link from any website that is not owned by the Customer.

This Site must not be framed on any other Site, nor may the Customer create a link to any part of this Site other than the home page without GoTel Telecom Ag's prior written consent. GoTel Telecom Ag reserves the right to withdraw linking permission without notice. The website from which the Customer is linking must comply in all respects with the content standards according to clause 3 set out above.

If the Customer wishes to make any use of material on this Site other than that set out above, the Customer addresses this request to "GoTel Voice".

## 14. Links from this Site

Where this Site contains links to other sites and resources provided by third parties, these links are provided for the Customer's information only. GoTel Telecom Ag has no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from the Customer's use of them.

## 15. Jurisdiction and applicable law

This policy shall exclusively be construed in accordance with, and governed by, the laws of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as of any other laws of any other country shall expressly be excluded. The courts of Bonn, Germany, shall have exclusive jurisdiction over all disputes under or in connection with this policy.

## 16. The Customer's concerns

If the Customer has any concerns about material which appears on this Site, the Customer may contact "[GoTel SUPPORT@GOTELTELECOM.COM](mailto:SUPPORT@GOTELTELECOM.COM)".

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