

Terms and condition

This terms and condition is entered into as of the subscription date of purchase by customer (Purchasing customer) and between Effie International, LLC, a Effie International company, whose business address is 501 Silverside Road, Suite 105, Wilmington, DE 19809 USA ("**Effie International, LLC**") and **purchasing customer of Effie** ("**Party**"). Effie International, LLC and **Party** are referred to herein individually as a "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, Effie International, LLC and **Party** are in the business of providing telecommunications services ("Services"); and duly licensed by their local Government authorities to establish, maintain, Provide and resale telecommunication Services in their respective jurisdictions.

WHEREAS, Party desires to purchase telecommunications services from Effie International, LLC, all as more fully described below, and as per the term and conditions set forth in this Agreement. ("Agreement")

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Services**

- 1.1 Effie International LLC, either directly or through its affiliates or underlying carriers, shall provide international telecommunication carrier services ("Services") and facilities to each other to route telecommunication traffic to various destinations/originations worldwide as more explicitly described in Exhibit A and Exhibit B.
- 1.2 **Effie International, LLC**, agrees to furnish to **Party**, and **Party** agrees to purchase from Effie International, LLC, and the telecommunication services as set forth in Exhibit A attached hereto.

2. **Terms**

This Agreement shall thereafter continue, on the same terms and conditions for successive months unless either party notifies the other party in writing by giving five (5) days notice to the other party, or as otherwise provided hereinafter.

3. **Rates**

- 3.1 During the term of this Agreement, Effie International, LLC shall charge for the telecommunication services, and **Party** shall pay for such telecommunication services, the amount determined by using the rates set out in Exhibit A.
- 3.2 All rates change notices are to be communicated via electronic mail. Rate Change notifications will be sent via email to the Party between 9:00 AM to 6:00PM Indian Standard time. All rate changes communicated after 6:00PM ET USA would be considered as effective the following day. See Exhibit A, Sec. 7, for the respective email addresses for Rate change notifications.

4. **Charges and Payment Terms**

- 4.1 **Effie International, LLC** and **Party** hereby acknowledge that charges for the provision of telecommunication services will be on **prepay** the Payment for such services will be made before

- the use of such services. Payments shall be made by wire transfer or such other method as may be specified from time to time by billing party. The payment mode must be the same and as agreed before the commencement of traffic.
- 4.2 The mobile/cellular or city breakout destination codes and rates will be provided to Party with the initial rate schedule or an associated amendment. If the codes have not been identified by the Effie International, LLC in the initial rate schedule or an associated amendment, the rate associated with the country or city code nearest to the mobile/cellular or city breakout code, which has been presented, will be used.
- 4.3 Effie International, LLC will provide the Online CDR Interface details by electronic Mail before commencement of the Service. The Call History on Online CDR site will be available for One Month from the date of call. It will be the responsibility of the individual Parties to download the Cdrs , from the Online CDR site during the availability of it on the site. Effie International LLC will not take any responsibility of the CDR of the calls if the party claims after 30 days from the date and time of call.
- 4.4 If the party notices a dispute any of the charges shown on the online CDR Interface, it shall notify Effie International LLC of the disputed charges not later than fifteen (15) days from the date of Call. Said dispute shall set forth in writing all details concerning the disputed charges. After resolution of the disputed portion of the CDR, the adjustments, if any, shall be immediately credited to the party's account. If the Effie International, LLC, in good faith, cannot resolve the dispute within thirty (30) days from the date of the dispute notification, Party may serve upon Effie International, LLC written demand that the dispute or claim be submitted to arbitration. Said demand shall set forth the nature of the dispute or claim, an approximation of the amount in question and the nature of the remedy sought. The dispute or claim shall be submitted to International arbitration administered by the American Arbitration Association. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Both parties acknowledge that it is able to dispute the bills within the stated timeframe above and both will irrevocably waive the right to dispute charges not disputed within the time frame set forth above.
5. **Operational Matters**
- 5.1 The point of interconnection with the Customer for the provision of Telecommunication Services shall be at USA. ("The Interconnection Location"). Party shall be responsible for procurement, at its own expense, of the necessary facilities, equipment required to deliver and accept traffic into the Interconnection Location. Parties willing to interconnect using VOIP will deliver to each other the required technical information in separate Electronic mails. In case of VOIP interconnection each Party will be responsible for the Equipments and connections required at their end to facilitate the VOIP interconnection.
- 5.2 Effie International, LLC reserves the right to immediately cancel and /or temporarily suspend any or all of its respective services if the other engages in activities which, in reasonable opinion of the providing Party, may cause disruption or damage to its network facilities.
- 5.3 Effie International, LLC will exercise commercially reasonable efforts to meet or exceed the Answer Seizure Ratios ("ASR") (Sometimes referred to ss, call success rates or access seizure ratios) set forth in Exhibit C, attached hereto, for services terminating on each of the routes identified
- 5.4 In the event of performance problems, Party's technical contacts and escalation list is set forth on Exhibit E. In the event that Effie International, LLC is unable to or fails to meet any stated ASR or other obligation under this, then Reciprocal Party shall have the discretionary remedy to terminate this Agreement and /or to discontinue the delivery of traffic to Effie International, LLC.

6. **Warranty**

Effie International, LLC will use reasonable efforts under the circumstances to maintain overall network quality. The quality of Service provided hereunder shall be consistent with other common Party industry standards, government regulations and sound business practices.

Effie International, LLC MAKE NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

7. **Termination**

Notwithstanding Section 2 above, Effie International, LLC reserves the absolute right to terminate this Agreement at any time, with or without, cause and without any penalties, immediately, in writing, via facsimile, overnight courier or electronic mail.

This Agreement and the relationship of the Parties may be terminated by the non-defaulting Party in accordance with applicable provisions hereof and/or the occurrence of any of the following events which shall constitute a default:

- (A) Material breach of this Agreement after notice thereof and failure of the breaching Party to cure such breach: (i) within three (3) days of receipt of such notice where such breach involves a failure to make payments due and (ii) within five (5) days of receipt of such notice for all other breaches.
- (B) The adjudication of bankruptcy of Effie International, LLC under any Federal, state or municipal bankruptcy or insolvency act, or the appointment of a receiver or any act or action constituting a general assignment by a Party of its properties and interest for the benefit of its creditors.
- (C) The determination by any governmental entity having jurisdiction over the Service provided under this Agreement that the relationship of the Parties and/or Services provided hereunder are contrary to then existing laws.
- (D) In the event of any termination pursuant to this Section, the Parties shall pay to each other any rates for Services rendered through and including the date of termination as well as any amounts due pursuant to any monthly or reoccurring fees the Parties incurred as a result of interconnection of the switch facilities

8. **Taxes**

The Party acknowledge and understand that all charges stated in the attached Service Schedules are computed exclusive of any applicable use, excise, gross receipts, sales and privilege taxes, duties, fees, or other taxes or similar liabilities (other than general income or property taxes). Such additional charges shall be paid by the party receiving services in addition to all other charges provided herein.

9. **Liability: General Indemnity**

- 9.1 **Limited Liability:** IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF CLIENTS, LOSS OF GOODWILL,

LOCAL GOVERNMENTAL OBLIGATIONS OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER.

9.2 General Indemnity In the event parties other than Effie International, LLC and **Party** shall have use of the Services, then Effie International, LLC and **Party** agree to forever indemnify and hold each other harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defect in the Services.

10. **Force Majeure**

If either party's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergency, insurrection, riot, war, strike, lockout, or work stoppage or other labor difficulties, supplier failure, shortage, breach or delay, then such party shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Such party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. This provision shall not, however, relieve either party from making any payment when due.

11. **Notices**

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid first class mail, by facsimile or other means of electronic communication or by delivery as hereafter provided. Any such notice or other communication, if mailed by prepaid first-class mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise shall be deemed to have been received on the fourth business day after the post-marked date thereof; or if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the business day following the sending, provided that a hard copy is immediately sent by prepaid first class mail as aforesaid; or if delivered by hand, shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual at such address having apparent authority to accept deliveries on behalf of the addressee. Furthermore, upon request of either party, the other party shall provide a facsimile transmission receipt and/or email confirmation receipt, as proof of delivery, for all faxed and emailed rate amendment letters forwarded to the requesting party.

This section shall also govern notice of change of address. Notices and other communications shall be addressed as follows:

- a) Mailing address in case of Effie International, LLC:
Effie International, LLC
501 Silverside Road, Suite 105
Wilmington, DE 19809
USA
Phone - 1 302 295 3634
Fax - 1 302 295 3634



Email id – srimal@effiatele.com/ general@effiatele.com

b) Mailing address In case of **Party will be according to the online deployment form.**

c) Billing Address of Effie International, LLC:
Effie International, LLC
501 Silverside Road, Suite 105
Wilmington, DE 19809
USA
Phone - 1 302 295 3634
Fax - 1 302 295 3634
Email – billing@effiatele.com / noc@effiatele.com

d) Billing Address of **Party will be according to the online deployment form.**

e) **Wire Instruction** for Effie International, LLC,

Account Currency: United States Dollar

A/C Name: Effie International Inc.

A/C No# 240-07-460414-01

Bank: Hellenic Bank Ltd

Swift: HEBACY2N.

IBAN No: CY08 0050 0240 0002 4007 4604 1401

Bank Address: Hellenic Bank Public Company Limited
Limassol International Business Centre (240)
Corner of 131 Arch. Makarios III Ave & Ioanni Polemi,
3508 Limassol, Cyprus

12. **No-Waiver**

No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

13. **Partial Invalidity**

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

14. **Government Action**

Upon thirty (30) days prior notice, either party shall have the right, without liability to the other, to cancel an affected portion of the Services if any material rate or term contained herein and relevant to the affected Services is substantially changed or found to be unlawful or the relationship between the parties hereunder is found to be unlawful by order of the highest court of competent jurisdiction to which the matter is appealed, the Jurisdictional Communications Commission, or other local, state or federal government authority of competent jurisdiction.

15. **Exclusive Remedies**

Except as otherwise specifically provided for herein, the remedies set forth in this Agreement comprise the exclusive remedies available to either party at law or in equity.

16. **Use of Service**

Effie International, LLC will provide the Services specified hereunder upon condition that the Services shall not be used for any unlawful purpose. The provision of Service will not create a partnership or joint venture between the parties or result in a joint communications service offering to the third parties.

17. **Choice of Law**

17.1 Law This Agreement shall be construed under the laws of USA, without regard to choice of law principles.

17.2 Forum Any civil action or other legal proceeding arising out of or relating to this Agreement or any dealings between **Party**, on the one hand, and Effie International, LLC and/or Effie International, LLC's officers, directors, employees, or agents on the other hand, whether brought before or after any termination of this Agreement, shall be brought and heard only in a state or court of USA and the parties hereto expressly waive any rights under any law or rule to cause any such proceeding to be brought and heard in any other location. **Party** consents to jurisdiction in any state or court located in USA in any civil action or other legal proceeding arising out of or relating to this Agreement.

18. **Proprietary Information**

18.1 Confidential Information The Parties understand and agree that the Terms and conditions of this Agreement, all documents referenced (including invoices for Services provided hereunder) herein, communications between the Parties regarding this Agreement or the Services to be provided hereunder (including price quotes for any Services proposed to be provided or actually provided hereunder), as well as such information relevant to any other agreement between the parties (collectively "Confidential Information"), are confidential as between **Party** and Effie International, LLC.

18.2 Limited Disclosure A party shall not disclose Confidential Information unless subject to discovery or disclosure pursuant to legal process, or to any other party other than the directors, officers, and employees of a party or agents' of a party including their respective brokers, lenders, insurance carriers or prospective purchasers who have specifically agreed in writing to nondisclosure of the terms and conditions hereof. Any disclosure hereof required by legal process shall only be made after providing the non-disclosing party with notice thereof in order to permit the non-disclosing party to seek an appropriate protective order or exemption. Violation by a party or its agents of

foregoing provisions shall entitle the non-disclosing party, at its option, to obtain injunctive relief without a showing of irreparable harm or injury and without bond.

- 18.3 Press Release The parties further agree that any press release, advertisement or publication generated by a party regarding this Agreement, the Service provided hereunder or in which a party desires to mention the name of the other party or the other party's parent or affiliated company(ies), will be submitted to the non-publishing party for its written approval prior to publication.
- 18.4 Survival and Confidentiality The provisions of this Section 18 will be effective as of the date of this Agreement and remain in full force and effect for a period equal to the longer of: (i) five (5) years following the effective date of this Agreement; or (ii) five (5) years following the termination of all Services hereunder.

19. **Successors and Assignment**

This Agreement shall be binding upon the benefit of the parties hereto and their respective successors or assigns, provided, however, that either party shall not assign or transfer its rights or obligations under this Agreement without prior written consent of the other party which shall not unreasonably be withheld, and further provided that any assignment or transfer without such consent shall be void.

20. **General**

- 20.1 Survival of Terms The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the parties hereto shall so survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.
- 20.2 Headings Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- 20.3 Industry Terms Words having well-known technical or trade meanings shall be so construed, and all listings of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.
- 20.4 Rule of Construction No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement.

21. **Entire Agreement**

This Agreement, together with any and all executed Service Schedules, constitute the complete and exclusive statement of the understandings between the Parties and supersedes all proposals and prior agreements (oral or written) between the Parties relating to Service provided hereunder. No subsequent agreement between the Parties concerning the Service shall be effective or binding unless it is made in writing and subscribed to by authorized representatives of **Party** and Effie International, LLC. This Agreement do not require a written signature if the party purchases the service through Effie International LLC website www.ffiitele.com, the party agrees the terms and condition by clicking the check box before making any payment to Effie International LLC. So, Effie Considers this terms and conditions are electrically agreed by the party. It can be used for any legal actions and all the points are fully valid for any legal actions.

EXHIBIT A

This is Exhibit (A) to the Telecommunications Service Agreement between Effie International, LLC. "**Effie International, LLC**", and **purchasing customer as set forth in online billing form (Party)** dated immediately **when party makes the first payment to Effie International through website.**

In addition to the terms and conditions described in the Telecommunications Service Agreement, the following terms and conditions will apply to the Services provided pursuant to this Exhibit, Rate Schedule(s), Addendums and the Telecommunications Service Agreement.

1. The Term of the Services shall commence on the date above and shall continue for an initial term of month-to-month. Thereafter the term of the Services shall be automatically renewed for equivalent successive terms unless terminated by either Party as according to Section 7.
2. Monthly Recurring Charges for Services are, and for all amounts, due in US Dollars. Rates for international switched termination services are listed by Country in Rate Schedule(s) and by Addendum(s).
3. The mobile/cellular or city breakout destination codes and rates will be provided by Effie International, LLC and must be strictly observed by **Party**. This will be given with the initial rate schedule or an associated amendment. If the codes have not been identified in the initial rate schedule or an associated amendment, the rate associated with the country or city code nearest to the mobile/cellular or city breakout code, which has been presented, will be used.
4. Rates offered to **Party** are highly confidential and have been negotiated between **Effie International, LLC** and **Party**. Both agree to keep these rates from the public, competitors, and others who may gain benefit from such knowledge.
5. All rates for Services should be billed in US Dollars and should include applicable taxes and government fees or any additional service cost if any.
6. Party will make prior payment for the services
7. All Rate Change notifications are to be sent via electronic mail.

In the case of **Party**, it is mandatory that all rate change notifications from Effie International, LLC are sent to the following address (Party Email ID set forth in the online deployment form)

8. Minimum Usage Commitment: As agreed between party and Effie International LLC