



# TERMS & CONDITIONS

MIXvoip S.a. (Luxembourg)11/06/2018

## Article 1. DEFINITIONS

The following terms shall have the meaning hereby assigned to them by the Parties:

- Beneficiary: a legal subsidiary body of the Client, or that belongs to the same corporate group as the Client, which is monitored by common affiliated company and beneficiary of the service
- Order: offer signed according to present Terms and Conditions
- Client: natural person and/or legal person subscribed for Service
- Prices and associated conditions: list of prices for administrative and technical service
- Description of the Service: all documents, drawings, plans attached to an offer
- Contracting Documents: the Order, the Prices and associated conditions and the Description of the Service
- Equipment: devices enabling the use of the Service
- MIXvoip: provider of the Service according to Contracting Documents.
- Parties: collectively refer to MIXvoip and the Client
- User: person who uses the Service
- Service: defined benefit plans indicated in the Order.

## Article 2. THE SCOPE OF APPLICATION

1. These Terms and Conditions is an integral part of the Contracting Documents, which define the rights and obligations of the Parties concerning services of MIXvoip S.A., with the head office located at L-7333 Steinsel, 70 rue des Prés, with registered number B 0138372 at RCS of Luxembourg regarding the Service and the use of the said service by the Client.

2. The Service is the subject-matter of these Terms and Conditions, is defined and identified in the Order. The use of the Service requires the acceptance of the Contracting Documents relating to the said Service. MIXvoip is authorized to use contact information given by the Client at the time of registration (completed or non-completed registration) to contact the Client (by email, post or telephone ...).

## Article 3. ACCEPTANCE

1. The Client acknowledges having read and understood these Terms and Conditions before the confirmation of the Order.
2. It is expressly recognized by the Client that the use of the Service requires acceptance of these Terms and Conditions and the Contracting Documents.
3. It is expressly recognized that confirmation of the Order by one of the representatives of the Client is equal to expressed and inalienable acceptance of the all Contracting Documents.
4. Acceptance of these Terms and Conditions by the Client as well as confirmation of the Order relating to the Service chosen by the Client is irrevocable.
5. These Terms and Conditions cancel and replace any exchanges between the Parties prior to the confirmation of the Order relating to the Service chosen by the Client.

## Article 4. ENTRY INTO FORCE

1. The Contracting Documents enter into force in the moment of confirmation by the Client, the said confirmation constitutes irrevocable acceptance of the present Terms and Conditions.
2. The use of the Service is equal to acceptance of the Contracting Documents of the said Service.
3. Entry into force of the Service shall be possible only after the confirmation of the Order, the acceptance of the registration by MIXvoip, about which the Client will be informed by email, and according to the conditions precised in the Article 8 "IMPLEMENTATION AND USE OF SERVICE"

## Article 5. TERM

1. The Contracting Documents, except the modifications in regard of Prices and associated conditions, are valid during all the period of the use of Service.
2. If no other period of time was set by MIXvoip, the Service and the Contracting Documents are concluded for the period of 6 months, starting from the confirmation of the Order by the Client regarding of when the Service was implemented.
3. The termination of the Contracting Documents and the Service on the terms are laid down in the article "TERMINATION".

## Article 6. CONTRACTING DOCUMENTS

1. The Contracting relations between MIXvoip and the Client are regulated by the following Contracting Documents, presented in decreasing hierarchic order:

The Order

The description of the Service

Prices and associated conditions of the Service

2. If there is any contradiction between one or more paragraphs found in any one of the Contracting Documents above, the highest document shall prevail.

3. All modifications, if necessary, regarding the provisions of the Contracting Documents and all modifications relating to the choice of the Service mean acceptance of confirmed order of the Client by MIXvoip.

4. Should the contractual relations be terminated, it is the responsibility of the Customer to backup and edit the messages, statistics and registrations before the date of termination of the said relations.

## Article 7. SERVICE

1. The Service provided by MIXvoip shall be defined on the basis of the following documents:

The Offer and its acceptance by the Client in the form of the Order

The description of the Service

Prices and associated conditions of the Service

2. The Client expressly recognizes of having read all information regarding the Service and all its elements before the confirmation of the Order, for example, prior technical requirements requested for the functioning of the said Service.

3. On this occasion, the Client was able to acknowledge the Service and its elements in total and to check if the said Service is relevant to his or her needs, without incurring any liability of MIXvoip if the Client were to notice that the Service chosen under its own control, management, and responsibility in some way is inadequate for its needs.

4. The Client assumes its liability for the use of the Service, it being understood that MIXvoip shall not be held liable under criminal or civil law for the use of the Service in accordance with the regulations in force.

## Article 8. IMPLEMENTATION AND USE OF SERVICE

1. The Service is implemented according to the conditions of the article "ENTRY INTO FORCE" after the acceptance by MIXvoip.

2. The Client will be solely liable for the content of transmissions (messages, SMS, emails, calls...) performed by the mean of the Service.

3. MIXvoip shall not be held liable for the content of transmissions by the mean of its Service. The latter is used as a mean of information transfer.

4. The Client undertakes to use the Service honestly and reasonably. The Client agrees not to use the Service fraudulently.

5. The Client undertakes not to use the Service for conducting illegal, unlawful and fraudulent activity and/or committing offences that breach the regulations in force of the Grand Duchy of Luxembourg or in the state of use.

6. The Client undertakes not to violate intellectual property rights.

7. The Client uses the Service with reasonable and due care. The Client shall not generate call flow out of settled norm. MIXvoip reserves the right to address with a profile to the services and authorized bodies in case of fraudulent or illegal use of the Service, and limit it or suspend its use by the Client in cases where fraud is suspected.

Such suspicion is justified when numerous different numbers have been called from the same phone line at the same day or month or if one or several calls lasted for a very long time or very short.

8. It is prohibited to share by the Client the subscription contract attributed to only one user of PBX, call center, computer or any other mean of communication.

9. The Client shall refrain from generating assets for the Client or the third party others than for private or daily professional use of the Service by give calls to particular numbers. In this case, MIXvoip reserves the right to block the Client and to bill the calls, which exceed the settled limits, regardless of the type of plan chosen by the Client.

10. The distribution of advertising SMS or calls if not agreed with the addressee is prohibited. MIXvoip reserves the right to apply all possible legal remedies to prevent the distribution and reception of unsolicited advertising SMS or telephone calls.

11. Delivery, operation and return of the Equipment:

If the Service includes implementation of the Equipment by MIXvoip, shipment of the Equipment, implementation or installation will be performed at particular address indicated by the Client in the Order, subject to availability of ordered equipment. In case of renting, the Equipment can be used by the Client, but it is in the property of MIXvoip. Consequently, the Client undertakes not to deal with any displacement or sharing and is obliged to return the Equipment to MIXvoip according to the specific conditions of the article "TERMINATION" when the Contracting Documents and the Service were being ended. The Client uses the Equipment under the state of its guardian from delivery and until transmission to MIXvoip. In case of any failure of the Equipment, the Client contacts MIXvoip support service for return and replacement of the present Equipment. Unless stated otherwise in writing in the Order.

12. MIXvoip implements various remedies for the purpose of protection of the Clients from the risks of fraudulent usage of the Service. In this case, MIXvoip may limit or suspend the operation of the Service if suspicious, fraudulent or abusive use is detected.

Anti-fraud guarantee: any call conducted by a person who is not physically present on the site(s) of the Client may be entitled to reimbursement within 30 days. This guarantee applies to external attacks only, excluding all malicious actions performed from the site(s) of the Client, or by employees or authorized persons by

the Client having or having had the access to the connection credentials. The claim for reimbursement shall include date and time of the incriminated call(s)

13. MIXvoip shall not be held liable for any damage, technical support or equipment that was not implemented by MIXvoip itself.

14. MIXvoip can request the Client fulfill the documents that permit to justify his or her identity (identity documents or passport, extract from the Companies Registrar (RCS), copy of the bank card...). MIXvoip reserves the right to interrupt on permanent or temporary basis the access to the Service.

#### **Article 9. ACCESS TO SERVICE**

1. It is recognized by the Client that MIXvoip cannot guarantee constant access to the Service given its characteristics and the means of Electronic Communications/ Telecommunications that it requires, accessibility to said Service not being dependent in any way on the sole, particularly technical responsibility of MIXvoip. Particularly, the Client recognizes being informed about difficulties related to its connection to Internet, dependent on Internet connection and Internet provider of the Client or of MIXvoip.

MIXvoip shall not be held liable for the problems caused by low quality of cellular network or Wi-Fi when using the Service and, namely, PINDO application by the Client.

MIXvoip does not guarantee good operation of third SIP services.

2. The Client recognizes that he has been informed about the existence of emergency plans implemented by MIXvoip that permit to assure the best access to the Service and in any event of equipment disability placed under the responsibility of MIXvoip.

3. MIXvoip reserves the right, in limited and temporary manner, to suspend the access to the Service for technical service reasons. In this case, MIXvoip informs the Client about it by email, the duration of the suspension shall not exceed the duration of maintenance operations.

4. In case when Internet access is not provided by MIXvoip, the Client shall verify his Internet access provider (FAI) if the latter does not block VoIP calls. If the calls VoIP are not authorized by Internet access provider of the Client, MIXvoip shall not be held liable for failure of the Service or for additional charges of Internet access provider.

5. In the case of an Internet access provided by MIXvoip, and in accordance with E.U. rules 2015/2120 establishing measures related to access to an open Internet, MIXvoip guarantees the User the freedom to access to the desired contents, applications and services. MIXvoip shall not be liable for any unlawful use. It is the User's responsibility to ensure the legality of the content and the use that might be made of it. The providers of these services or contents are also considered as Users. MIXvoip guarantees respect for privacy and the protection of personal data, and reserves the right to slow the traffic, without discrimination of source, destination or content, for all objective reasons related to congestion, attacks, or legal requests (non-exhaustive list).

In the context of E.U. Regulation 2015/2120 Article 3 § 5, for Users or Customers who have subscribed to an Internet offer and a MIXpbx hosted telephone exchange, or SIP Trunk, MIXvoip will give priority to Quality of Service for voice traffic.

Information about download or upload rates represent a maximum. Speeds may vary due to numerous criterias besides those referred to in the two preceding paragraphs, such as, for example, the equipment of suppliers/customers Users of contents, services or applications, the number of simultaneous uses of a connection etc. In the event of significant, permanent or recurring deviations, the User is invited to contact support@mixvoip.com.

#### **Article 10: CUSTOMER INTERFACE AND STORAGE OF MESSAGES**

1. MIXvoip, during the relations between the Parties, provides a customer interface and extranet account for the Client that are accessible by login and password given by MIXvoip at the time of order.

2. The Client recognizes and is obliged to consult the invoices issued by MIXvoip on monthly basis.

3. The information and contacts indicated in the Client's account and retained by MIXvoip constitute serves as a proof between the Parties.

4. The Client recognizes that MIXvoip is not liable in any form for the deletion or failure to store any messages and/or other communication or data retained or transferred by the Service.

#### **Article 11. FINANCIAL CONDITIONS**

1. The invoices issued by MIXvoip between the first and the fifth day of each month are available in the account of the Client and are sent on a monthly basis by email from the day of acceptance of the Order of the Client by MIXvoip, except obligations on non repeated basis or annual, for which a special invoice may be issued at the set date, as well as direct debit mandate for the recurring contracts subject to the applicable conditions as described below.

2. The invoices, which are the subject of direct debit mandate, are debited automatically by MIXvoip on the account indicated in question.

3. The invoices, which are not the subject of direct debit mandate, are paid within the month from the date of their emission.

4. In case of late or nonpayment, total or partial, of the charges indicated in the invoices issues by MIXvoip, the Client shall be liable to MIXvoip for default interest equal to the legal rate without prejudice to the right of MIXvoip to limit, and/or to suspend availability and use of the Service until the moment of complete payment of all amounts, or to terminate the Contracting Documents according to the conditions prescribed in the article "TERMINATION". MIXvoip reserves the right to

suspend the account of the Client after recall procedure listed in the paragraphs 5 to 7 below.

5. In case of late and/or nonpayment, namely if the Client did not pay two invoices (invoice of current month and of month before current), MIXvoip automatically issues the first recall by email during current month after the fifteenth day. This recall will be billed to the Client in the amount of 1.00 Euro.

6. In case of late and/or nonpayment, namely if the Client did not pay three invoices (invoice of current month and of two months before current), MIXvoip automatically issues the second recall by email and SMS informing about urgency of this situation. This recall will be billed to the Client in the amount of 3.00 Euro.

7. Finally, MIXvoip automatically issues the third recall by email and SMS informing the Client that the Service will be suspended. This recall will be billed to the Client in the amount of 3.00 Euro.

8. Blocking of the account is a subject to additional suspension charges in the amount of 30.00 Euro.

9. MIXvoip reserves the right to block every unpaid account.

10. It is prohibited for the Client to modify and/or to delay the periods of payments, which are indicated in the invoice of MIXvoip.

11. MIXvoip reserves the right to modify the prices, its Terms and Conditions or to establish new charges related to the Service and its use. All modifications will be brought to the attention of the Client by information of the upload on www.mixvoip.com of the new version indicated on the monthly invoice of the Client, by postal mail or by e-mail according to the billing mode chosen thirty (30) days prior to installation. In the absence of acceptance of these new rates by the Client, the Client must inform MIXvoip within one month from the date of issue of the invoice by simple letter or by e-mail. In the absence of notification within 30 days, the amendments shall be deemed to have been accepted.

12. The Client bears all bank fees relating to the mean of payment and to all consequences in case of non credited bank account/ non sufficient funds/ refusal of transfer/ lack of bank account details on the bank account of the Client.

13. The Client must inform MIXvoip in the latest delay about the change of the number of the account, expiry date of the bank card, or the address to which invoices are issued; and, in general, all modifications relating to initial registration and sub registration for the Service.

14. All changes of the Service if requested by the Client mean brief creation and confirmation of the new order accepted by MIXvoip. Any additional Equipment connected to the Service and generating voice traffic will be billed (recurring charges and minutes) as per the Client's conditions.

15. In case of free trial use and absence of renunciation by the Client the Contracting Documents enter into force at the date of acceptance of the order by MIXvoip and the first invoice is issued the next day after completion of free trial period.

16. In case of refusal of the invoice by the Client, he must address its refusal to MIXvoip within 30 days from the date of the emission of the invoice. Beyond that period, the invoice is deemed to have been accepted by the Client.

17. In case of the rejection of payment by the bank of the Client, the charge in the amount of 10 Euro will be billed to the Client in the next invoice.

18. MIXvoip can claim against the Client, without prejudice to any compensation of the procedure, which exceeds the amount that may be granted by the tribunal according to the Article 240 of the New Code of Civil Procedure of Luxembourg, to pay compensation set at flat rate of 1.500,- EUR concerning all recovery costs not included in costs incurred through late payment.

#### **Article 12. ASSIGNMENT OF NUMBER**

1. The Client is informed that the number, which permits the use of the Service and which was assigned to him belongs to him and that the said number can be used after termination of contracting relations with MIXvoip by another operator without any repayment of any kind to MIXvoip.

The Client declares that he is informed that the use of several telephone numbers evokes the stopping of services initially associated with the line(s). In case of service stop, MIXvoip shall not be held liable.

2. All cancellation of portability by the Client will be billed starting from the moment when portability was accepted by the operator and when the Client received temporary date of portability. In case of annulations, required repayment will be equal to 100% of real portability fees, including the case of free trial portability on the basis of special offer.

3. If the Client wishes to perform portability return to original operator, MIXvoip must be notified about such return. All portability return shall not be the subject of MIXvoip liability and shall be performed directly by the receiving operator.

#### **Article 13. LIABILITY**

1. It is expressly agreed by the Parties that MIXvoip exercises contractual obligations in full according the provisions of the Contracting Documents, in the course of due diligence, and the uses and regulations of its profession, and trade practices.

2. In the case when the liability of one of the Parties is engaged, it is agreed between the Parties that only direct damages are the subject of repair works, indirect damages are not the subject of repair works, namely, loss of profit, turnover, financial fees, destruction of data, harm to brand image...

3. In addition, it is agreed between the Parties that the right for repair works is limited, all sectors taken together, equal to the amount of recurring sums paid by the Client during the last month, which precedes the fact that generates the possibility to engage the liability of MIXvoip.

4. It is expressly recognized between the Parties that in case of all sentences

pronounced by all court and/or authorized body relating to the use and content of the Service by the Client, the latter will be liable for any expenses incurred by his actions.

5. In case when the Client is not the Beneficiary of the Service, the Client is the sole liable for fulfillment of obligations indicated in the Contracting Documents, in respect of MIXvoip, particularly (but not solely) the obligations of payment.

**6. CAUTION: EMERGENCY NUMBERS - MIXvoip does not guarantee the correct operation of the Service relating to local systems of emergency numbers management (ambulance, police, fire department...) outside the territory of Luxembourg.** To use these functions, the Client must connect PBX or MIXvoip Service to PSTN classical lines and forward the calls using these connections. The Client undertakes to inform his Beneficiary(ies) about this clause.

7. MIXvoip supports Fax2mail and Mail2Fax application. MIXvoip provides with this application the transmission of a 10 A4 pages document maximum. In case of using a physical fax device connected by an analog adapter, MIXvoip uses protocol T.38 or codec G.711, at a speed of 9600 bps, for 5 pages maximum, and after testing and validation. It is up to the users to check the compatibility of their equipments and remote devices. MIXvoip can not be held responsible in case of partial or erroneous transmission.

8. **WARNING:** MIXvoip can not be held responsible for any power or Internet service outage which may cause malfunctions on telephony, anti-intruder alarms, fire alarms, and all their connected devices.

#### **Article 14. LICENSE**

1. MIXvoip grants and approves for the Client (and for the Beneficiary if the latter is not the Client) during all the duration of the Contracting Documents the right of personal use, non-exclusive and nontransferable Service under the conditions chosen by the Client at the moment of confirmation of the Order or offer.

2. All the programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and the Equipment that make up the Service are the sole property of MIXvoip.

3. It is prohibited for the Client to rent out, to dispose to sub-license or to grant the right for the Service to anyone on expensive or free, determinate or temporary basis. Yet, the Client is authorized to assign the use of the Service to one or numerous Beneficiary (ies), subject to terms and conditions herein prescribed. Particularly, the Client agrees, in case of re-invoicing to his Beneficiary (ies) for the use of the Service, not to invoice at a price higher than is paid by the Client according to the Contracting Documents.

4. Default music on hold. MIXvoip uses the soundtrack Wind Song created by SooS-LIX <https://www.jamendo.com/track/747913/sooslix-wind-song>. The artist has given rights and authorizations to Creative Commons, as per the convention CC BY-ND 3.0. The artist is credited on <https://www.mixvoip.com/impressum>. In case the Customer uses the default music on hold, it is the Customer's responsibility to credit the artist in accordance to the rules of the CC BY-ND 3.0 convention described on <https://creativecommons.org/licenses/by-nd/3.0/>. "Tunguska Electronic Music Society" is the independent creative group of free artists who compose free music for free people. The creative lab of the community is based on Mutual Respect, Love and Understanding. Every wishing person who shares the community's principles, ideas and aims can become a part of "Tunguska Electronic Music Society". The target of the community is the creation of the alternative musical, video and cinema cultural layer, where the main motivator of the creation is the creation itself. <http://tunguska.org/ru/>

#### **Article 15. TERMINATION**

##### **15A-TERMINATION AT ANY MOMENT**

1. The Contracting Documents concluded for the duration of 6 months can be terminated by one of the Parties at any moment, respecting the provided notice period of one full calendar month following the month during which termination is notified. The notice must be performed by the registered letter with an acknowledgment of receipt or email.

2. In case of termination, the Client agrees to return all Equipment belonging to MIXvoip within fifteen days, including the date of termination. If the Client does not return the Equipment within this period, MIXvoip reserves the right to withdraw the Equipment at the expense of the Client.

##### **15B-TERMINATION BY THE BREACH OF OBLIGATIONS BY THE PARTIES**

1. In case of breach of any of its contractual obligations by MIXvoip, the Client may, thirty (30) calendar days after having formally notified MIXvoip to perform its obligations in a registered letter with an acknowledgement of receipt that remained unanswered, legally terminate the Contractual Documents, without prejudice to any damages or interests. In addition, if within thirty (30) calendar days after the above mentioned period, the Client has not implemented the mutual agreement procedure and/or has not brought action in the competent court, it is deemed to have waived its claim and its action, notwithstanding the provisions of the "Non-waiver" article herein.

2. In the case of breach by the Client of any of its contractual obligations, MIXvoip may, thirty (30) calendar days after giving notice to the Client to perform its obligations by registered letter with an acknowledgement of receipt has remained unsuccessful, automatically terminate the Contracting Documents, without prejudice to any damages or interests.

3. In case of jeopardy to this clause caused by the Client, the latter shall pay MIXvoip for all services performed and/or used at the date of termination, whether received or not, notwithstanding the right of MIXvoip to seek compensation for damages. Also MIXvoip is authorized in such cases to:

Apply the charges for termination prescribed above;

Limit the use of the Service, after the first incident of payment and until complete payment;

Suspend the use of the Service, after the first incident of payment and until complete payment;

Seek damages and interest at the extent actually suffered.

No termination of the Service is possible by the Client without prior contact with MIXvoip for confirmation and planning of the Service termination.

#### **Article 16. INSURANCE**

For their respective activities, each of the Parties states that it is insured with a reputedly solvent insurance company.

#### **Article 17. FORCE MAJEURE**

1. The Parties agree that in the first instance, the case of force majeure shall suspend the execution of all reciprocal obligations.

2. If the state of force majeure lasts more than one (1) month, the Contracting Documents will be automatically terminated, without compensation of any kind for each of the Parties.

3. Explicitly, cases of force majeure are considered to be those usually retained as such by the Luxembourg courts.

4. In any event, in cases of force majeure, the Parties undertake to reduce the aforementioned impact of such force majeure on the operation and execution of the Contracting Documents and shall inform each other of any actions taken.

#### **Article 18. TRADE MARK**

1. The Client undertakes not to use, infringe or to refer to company names, trademark or logos of MIXvoip without prior, expressed and written authorization.

2. The Client authorizes MIXvoip to report its name as a trade reference for the duration of the Contracting Documents.

#### **Article 19. INDEPENDENCE OF PARTIES**

The Contracting Documents are agreed between independent Parties. None of their provisions may be interpreted as giving to either of the Parties the power or authority to act on behalf of the other Party or as constituting any form of association of partnership between the Parties.

#### **Article 20. SUBCONTRACTING**

Mixvoip reserves the right to subcontract all or part of its services necessary to provide the Service. In case of subcontracting, MIXvoip remains liable to the Client for failure of the subcontractor to comply with its obligations.

#### **Article 21. CONFIDENTIALITY**

1. The provisions of the Contracting Documents are confidential.

2. Each Party undertakes to ensure the same level of protection and confidentiality of documents, writing and data of the other Party as for its own documents, writing and data.

3. The provisions of this Article shall not apply to documents, writings and data in the public domain and/or reported by one of the Parties as non-confidential.

4. The Client recognizes to be informed of lack of security and confidentiality of Internet network through which the information will be transited. Consequently, confidential information transited by the Client by using the Service is at his own risk, and in no way MIXvoip be held liable for any such claimed violation.

#### **Article 22: TRANSFER**

The Contracting Documents may not be transferred in their entirety or partially by either party without the consent of the other.

#### **Article 23: INTERPRETATION**

The provisions of the Contracting Documents shall be interpreted in relation to each other and in the interest of Parties.

#### **Article 24. HEADINGS AND CLAUSES**

In the event of a difficulty of interpretation between the headings of clauses and/or of one of the headings and one of the clauses relating thereto, the Parties agree to declare the headings non-existent.

#### **Article 25. ENTIRE AGREEMENT**

1. The provisions of the Contracting Documents constitute the entirety of obligations of Parties.

2. No other obligation may be incorporated in the Contracting Documents in the absence of additional agreement between the authorized representatives of each Party.

#### **Article 26. VALIDITY**

1. The Parties expressly agree that in the event or following a final court decision that a legal or regulatory change to any of the provisions of the Contracting Documents is declared invalid or unenforceable, this shall not affect the other provisions of the Contracting Documents.

2. In this case, the Parties agree to meet to analyze the impact of this situation with regard to their respective obligations and the purpose of the Contracting Documents in order to pursue their relationships.

#### **Article 27. NO-WAIVER PROVISION**

The Parties expressly agree that the failure to claim a breach of contract does not mean renunciation of making such a claim in the future.

**Article 28. LANGUAGE**

The Parties expressly agree that the language governing the Contracting Documents is French, English and German.

**Article 29. APPLICABLE LAW**

The Contracting Documents, in its entirety, are governed by law of Luxembourg.

**Article 30. LEGAL OR REGULATORY DEVELOPMENT**

The Client is informed that the Service may be subject to modifications and development, including prices, in case of legal or regulatory developments within the duration of the Contracting Documents. These developments shall apply to the Service under the conditions set out for those developments.

**Article 31. DATA PROCESSING AND FREEDOMS**

1. It is the sole responsibility of the Client to comply with the Law of 2 August 2002 relating to protection of individuals with regard to processing personal data, when using the Service, MIXvoip shall not be held liable for any such claimed violation.
2. The Client's personal data are for registration and for the Service, for contacting it and for informing it of the offers and services of MIXvoip and its partners and in accordance with current regulations.
3. By accepting the Offer, the Client agrees to provide true and accurate information about itself. False information is contrary to these Terms and Conditions and may be the reason for suspension and/ or termination of the Service.
4. In accordance with the law relating to protection of individuals with regard to processing personal data, the collection and processing of information has been the subject of the statement to the CNIL.
5. MIXvoip is the sole holder of the Client's information. Only MIXvoip and its partners may send to the Client accurate and precise information on promotional basis. These partners are selected by MIXvoip and they are recognized for the quality of their products and services.

**Article 32. UNFORSEEN CIRCUMSTANCES**

In the event of modification during the term of the Contracting Documents of economic circumstances with respect to the circumstances existing at the time of activation of the Service, regardless of the intervention of the Parties and outwith cases of Force Majeure, the Parties agree that the Service may be temporarily suspended; the Parties agree to meet to take into account these new circumstances and to explore implications with respect to the Service and its continued use.

**Article 33. PLACE OF DOMICILE**

The Parties elect their place of domicile at their respective headquarters. In the event of change of registered office, each Party undertakes to notify the other by email.

**Article 34. EVIDENCE AND NOTIFICATION**

1. The notifications by MIXvoip shall be in the form of email or registered letter in paper based form.
2. The notifications by the Client shall be delivered by registered letter with acknowledgment of receipt in paper based form at the address of the registered office.
3. The Parties expressly agree that electronic and/or digital documents as well as the information and data hold by MIXvoip in respect of the Client and accessible at his account on the site [www.MIXvoip.com](http://www.MIXvoip.com) shall constitute evidence between them.

**Article 35. AMICABLE SETTLEMENT**

1. In the event of a difficulty of execution and/or interpretation of the Contracting Documents and prior to referral to the competent courts, the Parties agree to attempt to move towards each other, with each of them by designating lawyer, representing agent or employee.
2. The representatives of Parties shall meet on their initiative of the first Party to act and no later, in the absence of a better agreement, within fifteen (15) days of the meeting request.
3. In this case, these representatives shall establish an agenda for this meeting, and subsequent meetings if necessary, to put an end to their dispute.
4. In case of agreement, the Parties shall sign a confidential agreement protocol and/or amendment to the Contracting Documents.
5. In the absence of agreement between the Parties, each of them shall regain its complete freedom of action.

**Article 36. JURISDICTION**

In case of difficulty of implementation and/or interpretation of Contracting Documents and after failure of amicable settlement, express jurisdiction is attributed to the courts of Luxembourg, notwithstanding multiple defendants of the introduction of the third parties, including for emergency, conservatory, interim or complaint measures.

Customer

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_