TERMS AND CONDITIONS

CHAPTER 1
GENERAL PART

1.1 APPLICABILITY OF THESE TERMS AND CONDITIONS

1.1.1 These Terms and Conditions ("Terms") are the only terms and conditions that govern the sale of the goods ("Goods"), products ("Products") and services ("Services") by

Mixvoip SA, 70 rue des Prés L-7333 Steinsel – Luxembourg
Voipgate SA (Voxbi SA), 70 rue des Prés L-7333 Steinsel – Luxembourg
Mixvoip Srl, rue Edouard Belin, 5 B-1435 Mont Saint Guibert – Belgium
Mixvoip GmbH, Max-Planck-Strasse 22 D-54296 Trier – Germany
Mixvoip SAS, 4 rue Marconi F-57000 Metz – France
hereinafter "Mixvoip"

to the purchaser ("Client") under this Agreement (defined below), collectively "the Parties". The Client expressly acknowledges that its own terms and conditions will not apply to the Parties' Agreement unless agreed otherwise in writing by Mixvoip.

1.1.2 These Terms and Conditions shall apply to all agreements between Mixvoip and the Client. If a written contract is in prior existence governing the sale of the Goods, Service and/or Product, the terms and conditions of that contract will not prevail if inconsistent with the present document. These Terms and Conditions replace all previous Terms and Conditions.

1.1.3 The legal entity of Mixvoip contracting with the Client is defined on the initial Quote (contracting offer). Any further legal document binding the Parties will only be issued by or addressed to the same legal entity of Mixvoip, and such Legal entity shall remain the sole contracting party therefore excluding the other branches or subsidiaries of Mixvoip, for any matter related to the present document and for any Legal document.

1.1.4 Identification and KYC (Know Your Client) obligations. In accordance with current regulatory requirements, including KYC obligations, Mixvoip is required to identify and verify the identity of its prospects and Clients. As such, the Client undertakes to provide Mixvoip, upon conclusion of the Contract and throughout the contractual relationship, with all the information required to enable its identification and that of its authorized representatives, in accordance with the identification rules in use in the Client's country. These rules may include, depending on the national legal framework: verification of a national identity card or passport, an extract from the trade register. The Client also undertakes to keep this information up to date and guarantees its accuracy and sincerity throughout the duration of the Contract. For illustrative and non-exhaustive purposes, it provides the director's identity card, documents relating to the beneficial owners as well as the company's statutes or recent entrie in the trade and companies register, without prejudice to other documents that may be required depending on the profile and legal nature of the Client. These documents must at all times reflect the reality of the interlocutors and the structure of the company. The Client acknowledges that any modification, whether a change of manager, beneficial owners or identification data, must be brought to the attention of Mixvoip without delay. This identification and KYC obligation is essential and conditions the provision, continuity and maintenance of services by Mixvoip. In the event of failure, Mixvoip reserves the right to suspend or limit access to the services until the situation is completely regularized, without Mixvoip being held responsible for the direct or indirect consequences.

1.2 WHOLE AGREEMENT AND ACCEPTANCE

1.2.1 The "Quote", Service Level Agreement ("SLA"), "Delivery", and Invoice, together with these Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior agreements, whether oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. The Client understands that all deliverables, setups, services, and products not described in the Quote will not be performed, deployed, or implemented by Mixvoip.

1.2.2 Fulfillment of a Client order (Quote) does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms. The use of the Service is equal to acceptance of these Terms and Conditions.

1.2.3 Obvious Error in the Quote. In the event that a Quote issued by Mixvoip contains an obvious error that substantially affects an element of the offer, said Quote will be deemed invalid and without contractual effect. A manifest error is any flagrant anomaly that a reasonable contracting party could not ignore. By way of non-limiting examples, this may include a price that is clearly derisory or economically inconsistent, an absurd quantity, a technical specification that is inapplicable or incompatible with the products offered, or the omission of a contractually essential element, such as a mandatory subscription. In such situations, Mixvoip reserves the right to correct the error and send the Client a corrected Quote. No commitment or obligation to deliver, provide services or perform may be invoked by the Client on the basis of a Quote affected by such an obvious error.

1.3 DURATION

1.3.1 This Agreement shall enter into force on the date of signature of the Quote and shall remain applicable until terminated by either Party in accordance with the provisions of Articles 1.12 et seq. At the end of the commitment period, and unless expressly provided otherwise, the Agreement shall be tacitly renewed for the minimum period indicated in the Offer, in accordance with the provisions of Articles 1.12 et seq. If the Client does not wish the Agreement to be tacitly renewed, it must then inform Mixvoip two months before the theoretical end of the Agreement, in accordance with the provisions of Articles 1.12 et seq.

1.4 ESTIMATED DELIVERY TIME OR PERFORMANCE

1.4.1 All applicable deadlines and estimated delivery dates have been determined by the Parties in good faith and are to be respected by both Parties as far as reasonably possible.

1.4.2 Mixvoip shall not be liable for any additional costs or expenses incurred by Mixvoip or the Client in case of a non-respect of any such deadlines.

1.5 CLIENT'S OBLIGATIONS

1.5.1 Client shall cooperate with Mixvoip in all matters relating to delivery of Products and or Services and provide in such cases access to Client's premises, and any other facilities as may reasonably be requested by Mixvoip, for the purpose of delivering, implementing, performing and maintaining the Products or Services. The Client must ensure that the working conditions provided for Mixvoip Technicians comply with all health and safety requirements. This includes, but is not limited to, providing a safe, clean, and hazard-free work environment, free from all sorts of dangers, access to necessary facilities, and adherence to workplace safety regulations. Mixvoip reserves the right to refuse or delay work if the conditions are deemed unsafe, unclean, or non-compliant with legal standards. Upon request, the client shall respond promptly to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Mixvoip to perform or implement Services in accordance with the requirements of this Agreement and or as detailed in the Quote. Client shall provide any material or information, as Mixvoip may deem necessary, in order to implement and carry out the Services in a timely manner and shall ensure that such material or information is complete and accurate

1.5.2 If Mixvoip performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its agents, subcontractors, consultants, or employees, Mixvoip will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client that arise directly or indirectly from such prevention or delay.
The costs of such prevention or delay attributable to the Client will be charged at Mixvoip's current rates applicable, and any limitations for the performance of any of Mixvoip's obligations under this Agreement will be automatically extended by a period equal to the period of such delay.

1.5.3 Notification of Security Incidents. In the event of a security incident at Mixvoip that Mixvoip is required to report under applicable regulations and standards, including but not limited to DORA (Digital Operational Resilience Act), GDPR (General Data Protection Regulation), NIS2 (Network and Information Systems Directive), TSA (UK Telecoms Security Act), ISO 27001 (Information Security Management), Mixvoip will promptly notify the Client's designated contact for Compliance & Security. This notification will include essential details regarding the nature of the incident, its potential impact, and the measures being taken to address it. The Client is responsible for maintaining and updating the contact list for compliance and security incidents, which must be accessible via my.mixvoip.com. The Client should ensure that the designated contact is knowledgeable and able to respond effectively to such notifications.

1.5.4 The Client is strictly prohibited from any fraudulent, abusive, unlawful, misuse, or unauthorized use of the Services provided by Mixvoip. In this respect, the Client is specifically prohibited from reselling, redistributing, pooling, sharing, making available, or marketing, whether free of charge or for a fee, all or part of the Services, except with the prior written consent of Mixvoip; from using the Services for the purpose of reselling minutes, transiting communications, artificially generating traffic, making mass calls, prospecting, or automated solicitation, or more generally for any unauthorized automated use; from using the Services for unlawful activities, including sending unsolicited communications, spam, or fraudulent content, as well as spreading malware, viruses, network attacks, or intrusion attempts; from circumventing pricing rules, terms of use, or technical and security measures, including by diverting or spoofing numbering, identity, IP address, or network resources; to manipulate, modify, alter, or attempt to alter, without authorization, the equipment, configurations, software, infrastructure, or systems made available; or to use the Services in a manner that could disrupt, degrade, block, or compromise the quality, availability, or security of Mixvoip's or third-party infrastructure or Services. The Client must immediately notify Mixvoip of any theft, loss, or fraudulent use of Service-related equipment in their possession. The Client is responsible for ensuring the security of their infrastructure, restricting access to authorized users, and preventing any fraudulent or abusive use of the service. In the event of a violation of this article, Mixvoip reserves the right to immediately suspend or terminate all or part of the affected Services, without prejudice to any damages to which it may be entitled.

1.6 EMPLOYEES, AGENTS AND CONTRACT WORKERS

1.6.1 Mixvoip, its employees, agents, and contract workers shall provide advice to the Client solely within the obligations defined by this Agreement. Mixvoip shall not be liable for any consequences resulting from advice provided outside the scope of thereafter Agreement, including, but not limited to, technical, legal, or financial matters such as leasing, loans, or investment guidance.

1.7 SUB-CONTRACTING

1.7.1 Mixvoip may sub-contract any of its obligations under this Agreement

1.8 PRICES AND PAYMENT

1.8.1 The charges for the Goods or Services are as set out in the Quote. The recurring charges are invoiced upfront (meaning: at the beginning of the period covered by the invoice).

1.8.2 Expenses incurred by Mixvoip, its employees, agents or contract workers in providing the Goods, Services or Products including but not limited to travel expenses, hardware or software configuration either on-site or remote, shall be payable by the Client in addition to the prices specified in the Quote and are to be invoiced to the Client. In the event of cancellation by the Client of a scheduled appointment with a Mixvoip technician or engineer, Mixvoip reserves the right to invoice the Client for the round-trip travel time as well as one hour of service at the applicable hourly rate.

Hourly rate	Monday to Friday day: 07:00 – 20:00 night: 20:00 – 07:00	Saturday day: 07:00 – 20:00 night: 20:00 – 07:00	Sunday & public holidays day: 07:00 – 20:00 night: 20:00 – 07:00
A mission of a Technician	108.00 € day 162.00 € night	162.00 € day 216.00 € night	216.00 € day 270.00 € night
A mission of an Engineer	129.00 € day 193.50 € night	193.50 € day 258.00 € night	258.00 € day 322.50 € night
Travel	54.30 € day 81.45 € night	81.45 € day 108.60 € night	108.60 € day 135.75 € night

1.8.3 For its Services, Mixvoip will invoice the Client monthly, unless otherwise scheduled and agreed upon in the Quote. Invoices are made available to the Client via the User Interface and are sent electronically. The client is aware that it is his/her responsibility to provide Mixvoip with a valid email address for the purpose of receiving said invoices.

1.8.4 All prices are in Euros and exclusive of VAT and or other taxes. All bank charges and fees that may arise out of or are in any way related to any payment made by the Client shall be borne by the Client.

1.8.5 The Client is aware that prices are subject to change, but that these changes must not occur within the minimum time period described in Article 1.12. By way of exception, and only in the cases listed below, Mixvoip reserves the right to adjust the prices of Services, Products or Goods: in the event of a price increase imposed on Mixvoip by Mixvoip's suppliers for resold services or products; when said services or products are purchased in foreign currencies and the fluctuation in exchange rates has a significant impact; or in the event of a substantial change in the applicable regulatory framework resulting in an increase in supply costs. Any price change in these specific cases will be explicitly mentioned on the Client's monthly recurring invoice or the first available invoice. In the absence of written objection within 60 days of the issue of the relevant invoice, the new rates will be deemed accepted. If the Client refuses such a modification within 60 days of the date of this communication, the Contract will be terminated in accordance with the provisions set out in article 1.12.Client is aware that prices are subject to modification, however such modifications shall not occur within the minimum period as described in Art. 1.12

1.8.6 All invoices are due within 15 calendar days of the invoice date unless otherwise agreed in writing. Payment is to occur without any set-off, settlement or postponement of any nature whatsoever.

1.8.7 Payment of invoices by SEPA Direct Debit is available to all Clients with recurring invoices equal to or exceeding €50.00 (excluding VAT) per month. SEPA Direct Debit is mandatory for all Clients whose recurring invoices are less than €50.00 (excluding VAT) per month. Both monthly recurring invoices and one-off orders will be debited via SEPA. In the event of a SEPA payment being rejected by the Client's bank, Mixvoip will charge the Client a fee of €10.00.

1.8.8 If the Client wishes to dispute an amount invoiced, he or she must send a reasonably detailed written notice with acknowledgment of receipt by email to billing@mixvoip.com, no later than 30 days after the issuance of the disputed invoice. This claim procedure does not relieve the Client of his obligation to pay the undisputed portion of the invoice.

1.8.9 Should the Client fail to make payment within 20 calendar days after the due date specified on the invoice, Mixvoip reserves the right to apply a late payment interest monthly equal to 1,04 % increasing for each subsequent month of the outstanding invoice. Mixvoip may apply a fee equal to 15.00 € for each eventual reminder that may be issued. Mixvoip has the right to suspend or block the services for the same reason. Reactivation will occur only at full settlement of all pending amounts. Reactivation will be charged 41.20 €.

1.8.10 Mixvoip reserves the right to terminate the Agreement without prior notice and at any moment if the Client fails to pay any sum due under this Agreement and such sum remains unpaid for 15 days after written notice from Mixvoip has been provided to the Client by email.

1.9 CONFIDENTIALITY

Each party undertakes steps to keep and treat as confidential and not disclose to any third party any information relating to the business or trade secrets of the other nor make use of such information for any purpose whatsoever, except for the purposes of this Agreement. Neither party is entitled to make the existence of the Agreement public except with the prior written approval of the other party.

1.10 INTELLECTUAL PROPERTY

Each Party acknowledges that nothing in this Agreement may be interpreted as amounting to the assignment of an intellectual property right or license relating to or arising from the disclosure of information. Specifically, the Parties agree that no license shall be granted pursuant to this Agreement, either directly or indirectly, under the terms of a patent, a trade secret, a commercial trademark, or copyright. Any information disclosed by a party shall be the property of the party that discloses it.

1.11 FORCE MAJEURE

The Parties shall not be liable for any delay or failure to meet obligations under this Agreement (other than obligations to make payments) due to an event that is irresistible, unpredictable and external to the Parties. However, the Parties shall use reasonable endeavors to limit any detrimental effects and shall resume performance of their obligations as soon as reasonably practicable.

1.12 TERMINATION OF THE AGREEMENT AND SERVICE CEASE

1.12.1 Termination at any moment: after a minimum period of 24 months (hereinafter Term), and unless agreed otherwise in writing in the Quote, each Party has the right to request the termination of the Agreement and cease one or all Services. In all cases, termination is the result of a request from the Client or Mixvoip, and is never an automatic consequence. It is the responsibility of the Party terminating one or more Services to inform the other Party. In the absence of information from the Client, the Service will continue to be billed by Mixvoip to the Client, even if the Client's commitment to another provider renders the Service inoperable.

1.12.2 The termination of a single Service (cancellation of a Service) must be requested in writing by email to billing@mixvoip.com with acknowledgment of receipt issued by Mixvoip and confirming the termination of the service. A service termination request not confirmed by Mixvoip is invalid. The Client understands and accepts that Mixvoip's confirmation of the request to terminate a single Service may be subject to a review period of 5 business days.

1.12.3 Termination of the Contract (cancellation of all Services) must be requested in writing by email to billing@mixvoip.com, with acknowledgment of receipt issued by Mixvoip and confirming the termination of the Contract. A request to terminate the Contract not confirmed by Mixvoip is invalid. The Client understands and accepts that confirmation by Mixvoip of the request to terminate a single service may be subject to a study period of 5 working days.

1.12.4 In both cases the Notice Period is one full calendar month following the month during which the Termination has been requested. Notification of Termination and or Service Cease can be provided no sooner than 6 calendar months prior to the requested date of such Termination

1.12.5 The Client is informed and accepts that some services may have a minimum duration exceeding 24 months. In such cases a derogation to Art 1.12.1 is accepted, and Service Cease will be aligned to the minimum duration of said Service as stated in the Quote, without prejudice to the Notice Period for the remaining of the Services.

1.12.6 The client is aware that if Termination and or Service Cease occurs before the Term according to the provisions set in Art.1.12.1, Mixvoip is entitled to demand the full payment of the Service for the entire remaining period.

1.12.7 In the event of termination of the Contract, the Client undertakes to return, at its sole expense, any equipment rented from Mixvoip within fifteen (15) calendar days from the effective date of termination. All rented equipment remains the exclusive property of Mixvoip. It may not under any circumstances be sold, sublet, assigned, transformed, pledged, loaned or used for purposes other than those provided for in the Contract. The Client shall ensure its safekeeping and use with due care, including in the case of equipment delivered but not yet activated or temporarily disconnected. The Client is responsible for any damage, deterioration, loss, theft and/or destruction of the rented equipment, unless such damage results exclusively from gross negligence or fraud committed by Mixvoip. In the event of loss or theft, the Client must immediately inform Mixvoip and provide, where applicable, a copy of the declaration made to the competent authorities. The Client undertakes to insure the equipment against the risk of deterioration for the entire duration of the Contract. All reasonable costs related to the aforementioned events (including diagnostic, repair, replacement or travel costs) will be borne by the Client. In any event, the Client must reimburse Mixvoip for the residual value of the rented equipment, calculated on the date of the incident. The residual value of the rented equipment is calculated using straight-line depreciation over a period of 60 months from the date the equipment was made available (indicated on the delivery note or initial invoice). The calculation formula is as follows: Residual value = Original value – [(Original value / 60) × Number of months elapsed]. The original value corresponds to the initial purchase price of the equipment or the contractual value defined in the Quote. In any event, the residual value cannot be less than 10% of the original value.

1.12.8 Termination for Non-Compliance: If the Client identifies a significant deficit in the Mixvoip's compliance with ISO 27001, or non-compliance with applicable regulations such as DORA, TSA or NIS2, and such deficit or non-compliance remains unresolved after Mixvoip has been notified and given a reasonable period of time to remedy the issue, the Client shall have the right to terminate the Agreement with immediate effect. The period of time deemed "reasonable" shall be determined by the nature of the deficit or non-compliance, the associated risks, and any other relevant factors. Termination under this clause shall not limit any other rights or remedies the Client may have under this Agreement or applicable law.

1.12.9 Retention of title. Mixvoip retains full ownership of the delivered tangible goods until full and effective collection of all sums owed by the Client under the Contract, in principal and accessories. Consequently, the transfer of ownership of said goods is expressly subject to full payment of the price. Until full payment, the Client undertakes not to transfer, resell, transform, pledge or generally dispose of the delivered goods in any way whatsoever, under penalty of prosecution. In the event of seizure by third parties of said goods, the Client undertakes to immediately inform Mixvoip. In the event of non-payment, even partial, by the agreed due date, Mixvoip may, without prior formality or formal notice, demand the immediate return of the delivered goods, at the Client's expense, risk and peril. This repossession will not constitute termination of the Contract, unless expressly decided by Mixvoip in writing. Notwithstanding this retention of title clause, the transfer of risks relating to the goods occurs upon their delivery to the Client or to any third party designated by the Client.

1.13 LIABILITY

1.13.1 General Principle: Mixvoip is bound by an obligation of means in the performance of the Contract. It undertakes to implement all reasonable efforts and professional means in accordance with best practices in order to provide the Services in accordance with the contractual provisions. No obligation of result may be inferred from the Contract, unless expressly stipulated otherwise. No liability shall be incurred when the suspension or limitation of the Service results from the legitimate application of the Contract, a regulatory obligation, or a security imperative.

1.13.2 Mixvoip shall in no event be liable, whether in contract, tort, or otherwise, for any loss of profit or any consequential, indirect, incidental, special, punitive, or exemplary damages arising out of or in connection with the provision of any Product or Service under this Agreement, even if it has been advised by the other party of the possibility of such loss or potential damage. Mixvoip's total cumulative liability, regardless of the cause of action or legal basis invoked (contract, tort, or otherwise), is strictly limited to the total amount actually paid by the Client for the relevant Service during the twelve (12) months preceding the event giving rise to liability. This limit applies per event or series of events arising from the same cause and constitutes an overall and cumulative limit. The Parties acknowledge that the limitations and exclusions of liability set forth in this article constitute a balanced and reasonable allocation of risk under the Agreement, taking into account, in particular, the nature of the Services provided and the agreed financial terms. These limitations apply to all Services provided by Mixvoip under this Agreement, unless expressly stipulated otherwise in a specific contractual document signed by the Parties. None of the limitations or exclusions set forth in this article shall apply in cases of fraud or gross negligence as defined by applicable law.

1.13.3 The Client undertakes to take all reasonable measures to prevent and limit the extent of any damage it may suffer in connection with the performance of the Contract. Failing this, any liability of Mixvoip may be reduced in proportion to the damage that could have been avoided. Mixvoip shall in no event be liable, whether contractually, tortiously, or otherwise, for any loss or damage resulting from the Client's misconduct.

1.13.4 The Client acknowledges that Mixvoip is not responsible for the deletion, loss, or storage failure of any data, including but not limited to emails, backups, messages, or other communications transmitted or stored through the Service. The Client agrees to indemnify, defend, and hold harmless Mixvoip, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including legal fees, arising out of or in any way connected with the Client's use of the Service.

1.13.5 Fair Usage Policy. Mixvoip applies a Fair Usage Policy to all the Services it provides, including, in particular, telephone services (fixed and mobile), connectivity, cloud hosting, IT support, and any other subscription-based service. The Client agrees to use the Services in accordance with their intended purpose. This policy applies regardless of the subscription plan, including those with so-called "unlimited" data allowances. In the event of non-compliance with this policy, Mixvoip reserves the right to issue a warning to the Client, to apply technical or commercial restrictions to the Service in question, to offer a more suitable pricing plan based on the observed usage, or, in the event of persistent or manifest abuse, to suspend or terminate the Service in question in accordance with the provisions of Article 1.12.

1.14 THIRD PARTY NON LIABILITY

1.14.1 The Client shall indemnify Mixvoip for third-party claims arising from the Client's breach or negligent use of the Services. However, the Client is not required to indemnify Mixvoip for claims arising from defects in the Services, Mixvoip's breach of this Agreement or applicable law, or Mixvoip's failure to maintain adequate security measures. Mixvoip remains fully liable for claims arising from its own performance failures, subject to the limitation of liability provisions in Article 1.14.2.

1.14.2 The Client is aware of and agrees that additional limitations may apply to Third-Party Services or Software Licenses. Mixvoip cannot be held liable for these Third-Party Services, Licenses, Software, Support, or in any other form (except for Hardware) and cannot guarantee that its Price policy, as defined in Art. 1.8.4, will be applicable for Third-Party software. In providing services or licenses for Third-Party products, the Client accepts that Mixvoip is not liable for any changes made by the respective providers, including cessation, modification, or price increase that may or may not reflect on an increased cost applied to said products or services. Consequently, Mixvoip is not liable for any interruption or discontinuation of said products or services.

1.15 INSURANCE

Each party shall maintain sufficient commercial insurance from a reputable insurance company.

1.16 NON-SOLICITATION

1.16.1 The Client undertakes to refrain from directly or indirectly soliciting or offering employment to any Mixvoip employee associated or not with the provision of the Products or Services or otherwise involved with this Agreement for the whole duration of this Agreement and for an extended period of two years following the termination thereof.

1.16.2 In the event of a breach of this clause, the Client shall pay Mixvoip an amount equivalent to one year's gross salary of the person requested. This amount shall be immediately due.

1.17 PROTECTION OF PERSONAL DATA (GDPR)

1.17.1 Mixvoip protects personal data in compliance with the European Union applicable legal and regulatory requirements.

1.17.2 Each party authorizes the other, along with its representatives, agents, or sub-contractors, to process said data for the purpose of providing or invoicing the services.

1.17.3 The Client acknowledges that all calls directed to or originated from Mixvoip are processed using Artificial Intelligence (AI) to generate summaries. These summaries are securely stored in Mixvoip systems to enhance and simplify Client follow-up and improve service quality. Mixvoip does not record phone calls, and the AI-generated summaries are informational in nature and cannot be used as evidence or relied upon in any legal or contractual disputes. It is the responsibility of the Client to inform all users of the service about AI summaries.

1.18 GENERAL PROVISIONS

1.18.1 ASSIGNMENT The Client may not assign or otherwise transfer this Agreement or any part of it without the prior written consent of Mixvoip.

1.18.2 INVALIDITY In the event that any Article or its part, paragraph, clause forming part of this Agreement is held to be invalid or unenforceable, then such Article or its part shall be severed, the remaining terms to remain in full force and effect.

1.18.3 MODIFICATION Modification to one Article or its part, to a paragraph or clause forming part of this Agreement shall be subject to Mixvoip approval before it is deemed enforceable. Ultimate approval will require written acceptance of the requested modification by Mr Loïc Didelot. Lacking thereof will result in non-applicability and invalidity of said modification.

1.18.4 ADVERTISING Prior written agreement by both Parties is required for any public announcement regarding the Products or Services covered by this Agreement.

1.18.5 RELATIONSHIP OF THE PARTIES The Parties' relationship pursuant to this Agreement is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties. Neither party is a legal representative of the other party.

1.18.6 NO THIRD-PARTY BENEFICIARIES This Agreement is intended solely for the benefit of the Parties hereto and does not confer any rights or remedies upon any person other than the Parties.

1.18.7 LANGUAGE DISCREPANCY In the event of a discrepancy or inconsistency between the English language version and any other language version of these Terms & Conditions, the English version shall prevail, govern and control.

1.18.8 ASSIGNMENT OF THE CONTRACT Mixvoip reserves the right to assign, transfer, or contribute in any form whatsoever all or part of the rights and obligations arising from this Agreement to any third party of its choice, without requiring the prior consent of the Client and without the latter being able to invoke any right to early termination or claim any compensation as a result. The Client expressly acknowledges that it may not object to such an assignment, which will be fully enforceable upon notification or, where applicable, on the date agreed between Mixvoip and the third-party assignee. The assignment of the Agreement does not in any way alter the Client's rights and obligations, and the Client remains required to fulfill all of its commitments to the assignee as it would have done to Mixvoip.

1.18.9 COMMUNICATIONS RELATING TO SERVICES AND OPERATIONAL INFORMATION All new Clients will automatically receive these communications to the email addresses specified when signing the Offer. The purpose of this channel is to transmit essential information related to the use of the subscribed services, their development, as well as the legal and technical obligations relating thereto, in order to guarantee the Client a sufficient level of information to enable the proper execution of the Contract. By signing this Contract, the signatory as well as any person designated by the Client as a contact for implementation, project monitoring or onboarding will also receive these communications at their professional email address. The Client or the recipients may, at any time, unsubscribe by clicking on the link provided for this purpose in each message. This withdrawal has no impact on the validity of the Contract or the continuity of the Services.

1.19 JURISDICTION

In case of difficulty of implementation and/or interpretation of the Agreement and after failure of amicable settlement, express jurisdiction is attributed to the courts as follows:

Mixvoip SA, 70 rue des Prés L-7333 Steinsel – Luxembourg
Court of Luxembourg City – Luxembourg
Mixvoip Srl, Avenue de Finlande 5 B-1420 Braine l'Alleud – Belgium
Court of Brussels – Belgium
Mixvoip GmbH, Max-Planck-Strasse 22 D-54296 Trier – Germany
Court of Trier – Germany
Mixvoip SAS, 4 rue Marconi F-57000 Metz – France
Court of Metz – France

notwithstanding multiple defendants of the introduction of the third Parties, including for emergency, conservatory, interim or complaint measures. .

CHAPTER 2
PROJECT, DELIVERY AND SUPPORT SERVICES

2.1 PROJECT DELIVERY AND IMPLEMENTATION

2.1.1 Installation, delivery and implementation of a Product or Service is subject to mandatory acceptance of these Terms and Conditions. The acceptance of a Client Purchase Order (PO) shall not constitute a derogation to the present Terms and does not serve to modify or amend these Terms, according to the provisions set in Art. 1.2.2.

2.1.2 Mixvoip will use reasonable endeavors to carry out the project and to produce and deliver the Goods and its Products or Services according to the specifications stated in the Quote. Within the frame of Art 1.5 of the present Terms, Mixvoip will contact the Client in order to implement and deploy its Products or Services. The Client is aware and accepts that some services might not be available is his/her geographical area. The Client understands and agrees to hold Mixvoip harmless from any claim regarding such regional limitations in Products or Services due to his/her location

2.1.3 The Client understands and agrees that implementation time may vary and indemnifies Mixvoip from any liability. Mixvoip commits to inform the Client by communicating in a timely manner about any change in the planning that may arise.

2.1.4 Upon delivery to the Client Mixvoip will bill for the hardware and, where applicable, the hardware license. In case of a phased execution of the project, Mixvoip reserves the right to invoice partially or in full for the works executed.

2.1.5 If a funding option is chosen, the client agrees and accepts to provide Mixvoip with its financial statement and or any necessary document as reasonably requested by Mixvoip, in order to assess project viability, financial health, credit risk, compliance and identity verification (so-called KYC). Mixvoip reserves the right to refuse the funding option for any reason whatsoever. In the event of a funding option refusal, the project shall stop without prejudice to the provisions set in Art. 2.1.4

2.1.6 Mixvoip may request a prepayment prior to the delivery. In such case Mixvoip will provide the Client with a proforma invoice for the prepayment.

2.2 DELIVERY NOTE AND ACCEPTANCE

2.2.1 Mixvoip reserves the right to request to the Client written acceptance through a Delivery note as proof of a delivery and or proof of installation or configuration of a Product or Service. The Client shall either accept a Product or Service or notify Mixvoip of any reproducible error or defect in a Product or Service (hereinafter "Defect").

2.2.2 If the Client fails to accept a Product or Service or fails to notify Mixvoip of any Defect within 10 days of the delivery of a Product or Service, that Product or Service will be deemed to have been accepted.

2.3 SUPPORT SERVICES AND ASSISTANCE

2.3.1 Mixvoip shall perform the Support Services as set out in the Agreement with reasonable skill and care. The Support Services can be executed remotely and or in person at the Client's premises (so-called On-site intervention). Geographical Limitations may apply with regards to On-site Interventions (Article 2.5.7)

2.3.2 Billing limitation for interventions outside of the quote. In the case of a repair intervention carried out outside of the quote, whether on-site at the Client's premises or remotely, the Mixvoip Technician or Engineer will limit his intervention as soon as the total cumulative amount, including time spent and necessary supplies, reaches 550.00 € excluding taxes. Beyond this threshold, the continuation of the intervention is subject to the establishment of an additional quote, subject to the express approval of the Client.

2.4 SUPPORT SERVICE REQUEST

2.4.1 Support Service requests can be submitted by the Client in writing via mixvoip.com/support. Performance of said Support Service requests is subject to billing on a time and material basis, in accordance with Art. 1.8.2. Exceptions apply for Warranty cases as set forth in Art.2.6 and Art.2.7.

2.4.2 Should the Client chooses to conduct an external audit, security check or penetration test to verify Mixvoip's compliance with the GDPR, ISO 27001, or to assess whether Mixvoip meets the requirements to be an acceptable supplier for a Digital Operational Resilience Act (DORA) certified entity, and/or the Network and Information Security Directive (NIS2), or Mixvoip's compliance with the Telecom Security Act (TSA) or any other applicable regulation, framework or standard, the Client may do so, provided that the Client gives reasonable notice to Mixvoip, and the audit or test is conducted in a manner that does not disrupt Mixvoip's normal operations. If Mixvoip's assistance, advice, involvement of its employees or the com-

pletion of internal assessment forms and documents is required during such an audit, security check or penetration test, Mixvoip reserves the right to charge the Client a rate of 250.00 € per hour for the time and effort of its employees.

2.5 TECHNICAL ISSUES - SUPPORT ACCESS

2.5.1 In the event that the Client notifies Mixvoip of any issue and if the issue can be reproduced by Mixvoip, Mixvoip shall remedy such issue in accordance with the provisions set forth in Art. 2.6.

2.5.2 Access to Support Services is governed by the type of SLA (Service Level Agreement) subscribed to by the Client. The type of Service Level Agreement (SLA) refers to the services subscribed to as indicated in the Quotation. For example, the Client may have subscribed to a Business Service Level Agreement (SLA) for the provision of Internet, and no SLA for Telephony. In this case, the Basic Service Level Agreement will apply to Telephony services. The SLA is only considered active if all invoices are paid, in full and on time.

2.5.3 According to business best practices, Mixvoip shall use best efforts to remedy the issue within reasonable time periods, but it will not be responsible for additional costs or expenses incurred by the Client as a result of the failure to remedy the issue within these time periods.

2.5.4 Support hours: Support hours refer to the designated period during which the Client may submit a report on an issue. Support hours may vary according to the type of SLA subscribed (see Table 2.5.10).

2.5.5 Time calculation: Time is calculated in Hours. Maximum Response Time, Time To Intervene and Time To Recover all define the time allocated by Mixvoip to perform the necessary actions for remediation. In case an information or an action from the Client is deemed necessary and is requested by Mixvoip, any delay that may arise from or is related to such action and the resulting waiting time must not be accounted for.

2.5.6 Fault processing: The actions and resources allocated by Mixvoip's Support Services that aim to detect, diagnose, rectify and or overhaul a fault or issue reported by the Client. Fault processing hours vary according to the type of SLA subscribed for a specific product. The Client is informed and agrees that he or she may be requested to unplug or plug devices and cables, perform a ping test, or open a browser and access various Internet interfaces

2.5.7 On-site interventions are exclusively guaranteed within specified geographical areas, as defined below

For Luxembourg: Entire Territory

For Belgium: Entire Territory

For Germany (Rheinland-Pfalz) limited to: Trier, and Landkreis Trier-Saarburg. Bitburg, Prüm, and Eifelkreis Bitburg-Prüm. Morbach, Wittlich and Landkreis Bernkastel-Wittlich. Cochem, Kaisersesch and Landkreis Cochem-Zell. Koblenz, Weißenthurm,Vallendar and Landkreis Mayen-Koblenz. Daun, Gerolstein and Landkreis Vulkaneifel. Saarland: Entire Territory.

For France (Région Grand-Est) limited to: Longwy and Arrondissement of Val-de-Briey. Thionville and Arrondissement of Thionville. Metz and Arrondissement of Metz. Northern part of the Arrondissement of Nancy limited to Nancy. Saint-Avold and Arrondissement Forbach-Boulay-Moselle. Département Nord limited to: Lille and Arrondissement of Lille. Valenciennes and Arrondissement of Valenciennes

2.5.8 Clients located outside these designated regions/countries may receive only remote support, and the Time to Intervene (TTI) and Time to Recover (TTR) cannot be guaranteed in such cases.

2.5.9 Mixvoip reserves the right to pass on to the Client the costs it incurs to resolve problems not attributable to Mixvoip, its actions or its suppliers. This includes problems originating within the Client's scope or dependent on a third party. These costs, including the intervention of a Mixvoip Technician, will be invoiced to the Cclient at Mixvoip's standard hourly rate as provided for in Article 1.8.2.

2.5.10 The following is a table whose purpose is to facilitate the comprehension of the different Service processing times (Support hours, Fault processing, Maximum Response Time, Maximum TTI, Maximum TTR) according to the different type of Service Level Agreement (SLA).

Incident report priority	Consequences	Details
P4	No impact on the Service or planned intervention	No impact on Client's daily operations. Action on best effort, or based on agreed planned intervention with the Client
P3	Minor impact. No significant consequence on the Service or on daily operations	Important features or functionality are unavailable, but a workaround is possible. Less significant features are unavailable with no reasonable workaround, or an issue occurred but the consequence on Client's daily operation is limited
P2	Major impact. Serious degradation of the Service. Daily operations still possible but seriously affected	The Services is still active but does not perform according to the specifications and one of the following conditions is met: Important features are unavailable with no acceptable workaround. Performance or availability of the Service is affected. Serious impact on Client's productivity.
P1	Critical impact. Complete failure of the Service	Usage of the Service is stopped or severly impacted. No acceptable workaround available. Client's daily operation are stopped..

SLA on incident reports P1 and P2	Basic	Standard	Office	Retail	Business	Advanced
Uptime guarantee	none	99.80%	99.80%	99.85%	99.90%	99.95%
Support hours	Monday to Friday 09:00-16:00	Monday to Friday 08:00-17:00	Monday to Friday 08:00-18:00	Monday to Friday 08:00-18:00	Monday to Friday 07:30-18:00	Monday to Friday 07:30-18:00
Fault processing	Monday to Friday 09:00-16:00	Monday to Friday 09:00-17:00	Monday to Friday 08:00-18:00	Monday to Sunday 08:00-18:00	Monday to Sunday 07:00-19:00	Monday to Sunday 00:00-24:00
MTR	best effort	12 hours	4 hours	4 hours	3 hours	2 hours
TTI	best effort	24 hours	8 hours	8 hours	6 hours	5 hours
TTR	best effort	24 hours	10 hours	10 hours	8 hours	7 hours
communication channels						
E-mail	yes	yes	yes	yes	yes	yes
Phone	no	yes	yes	yes	yes	yes
Phone queue priority	n/a	standard	priority	priority	priority +	priority ++
Web chat	no	no	yes	yes	yes	yes
Matrix chat	no	no	no	no	yes	yes
credits						
Credit per hour of downtime	not eligible	20% of the monthly Service price	20% of the monthly Service price	25% of the monthly Service price	30% of the monthly Service price	40% of the monthly Service price
Max. credit possible	not eligible	50% of the monthly service price	50% of the monthly service price	75% of the monthly service price	100% of the monthly service price	200% of the monthly service price

Maximum Time to Intervene (TTI): This refers to the maximum time allowed from when an issue is submitted to when intervention begins to address the fault. This time is also counted within the fault processing hours.

Maximum Time to Recover (TTR): This is the total time taken from the start of the submission to the resolution of the issue. Similar to the other metrics, this time is strictly calculated within the fault processing hours.

Incident levels: Categorization of incidents based on their severity, impact on operations, and urgency of response. This prioritization ensures that resources are allocated effectively, with the most critical issues receiving prompt attention, while less severe incidents are addressed appropriately according to their level of importance. Client is informed that only incidents categorized as Priority 1 (P1) and Priority 2 (P2) will initiate the SLA clock. These priority levels are deemed to have a significant or high impact on service operations and are therefore eligible for formal SLA time tracking.

Uptime vs. Downtime: Uptime and Downtime are metrics used to measure the operational status of a Service. Uptime refers to the period during which the system is fully functional and available for use, indicating reliability and consistent performance. Downtime is the period when the System is unavailable or not operating correctly.

Disrupted Service: Disrupted Service refers to any instance where a Service provided by Mixvoip is temporarily unavailable, degraded, or operating below its normal level of functionality. This definition applies solely to the specific Service experiencing the issue (e.g., Internet connectivity) and does not extend to other Services that may rely on the affected Service to function optimally. The status of other Mixvoip Services, which remain accessible through alternative methods or are not directly impacted, therefore will not be considered Disrupted Service.

Compensation credits: Downtime credits are calculated as a percentage of the monthly Service fee for the disrupted Service, proportional to the number of hours the disrupted Service is unavailable. For example, if the downtime credits rate is 20% per hour of outage and the monthly service fee is 100.00 € then for 2 hours of downtime, means a credit of 20% of 100.00 € for each hour. This calculation results in a 40.00 € credit for the two-hour outage.

Maximum level of credit possible: The maximum total credits the Client can receive each month are capped at a percentage of the monthly Service fees and only for the specific disrupted Service

2.5.11 CLAIM CREDIT FOR SERVICE LEVEL AGREEMENT (SLA): Definition and procedure. A Claim Credit is a form of compensation available to the Client when Mixvoip fails to meet the agreed-upon service levels. Specifically, if the Recover time (TTR) of an issue exceeds the time frame specified in the SLA Table above, the Client is entitled to claim credits as compensation for the delay. To be eligible for a Claim Credit, the Client must submit a request via mixvoip.com/sla/claim detailing the instance where Mixvoip did not meet the SLA conditions. The request must include the specifics of the service failure, such as the nature of the issue, the time it was reported, and the time it was resolved. The time counter starts when the report is submitted (Art. 2.5.2) and is calculated according to the provisions set in Art. 2.5.5.

2.5.12 The total amount of Credits available is calculated for each separate claim. Credits correspond to the exceeding delay beyond the Time to Recover defined by the SLA for a specific Service.

2.6 NOTIFICATION & REMEDIATION OF DEFECTS IN PRODUCT OR SERVICES

2.6.1 Client is responsible for all aspects regarding technical feasibility and the applicability of the Product or Service to its needs.

2.6.2 Mixvoip warrants that for a period of 1 (one) month following the date of acceptance of the Product or Service supplied to Client, such Product or Service will perform substantially in accordance with provisions set out in the Quote.

2.6.3 Client shall notify via www.mixvoip.com/support any Defect in Products or Services as soon as reasonably possible, in writing and in sufficient detail for Mixvoip to be able to categorize and classify the priority of the Defect for remediation. If the Defect can be reproduced by Mixvoip, Mixvoip shall take actions for remediation.

2.6.4 Upon receipt of written notice of a Defect, Mixvoip shall take actions for remediation of that Defect depending upon the priority of the Defect. The urgency of a Defect and the time within which Mixvoip shall remedy are governed by the SLA subscribed for that specific product or Service (see Table in Art. 2.5.10)

2.6.5 The Client understands and accepts that the procedure set in Art. 2.6.4 shall not apply if the Product or Service has been altered without the written permission

of Mixvoip or is used otherwise than in accordance with its purpose. Similarly, Art. **2.5.7**, Art. 2.5.8, Art. 2.5.9, as well as Art. 2.5.12 will be held invalid or unenforceable in such case.

2.6.6 Mixvoip reserves the right to pass on to the Client the costs it incurs relative to Product or Service Defects that are not attributable to Mixvoip's actions or depending from a third party, at Mixvoip's rates applicable at the time.

2.7 LIMITED HARDWARE WARRANTY

2.7.1 Mixvoip guarantees the hardware provided under this Agreement against defects in materials and workmanship under normal usage conditions for a period of 24 months from the date of delivery unless otherwise stated in writing. This limited warranty does not cover damage caused by, but not limited to: improper handling or inadequate storage; falls or impacts; fire or water exposure; lightning strikes or power surges; the use of unauthorized power supplies; operation in environments unsuitable for electronic devices; or exposure to excessive dust or pollution..

This limited warranty is void if the hardware has been subjected to misuse, abuse, accident, neglect, or modification by any party other than Mixvoip.

2.7.2 Exceptions to the warranty period are applicable to items identifiable as Mobile devices (including but not limited to Smartphones, DECT phones, wireless devices), for which the warranty period is 12 months from the date of invoice. Any battery and or other power source device is excluded from Art. 2.7.1. Nonetheless such devices are covered by a 2 months limited warranty.

2.7.3 The warranty period shall not be extended as a result of any warranty service provided: replace or repair time shall not be considered reason for an extension of the warranty period. In case of a hardware replacement under warranty period, warranty coverage shall not be extended nor shall a renewed warranty period apply to the replacement unit, thus the remaining warranty period shall stay as per the original purchase date (as stated on the invoice).

2.7.4 The provisions of Article 2.7.1 apply exclusively to equipment sold in new condition. A limited warranty period may apply to used and/or reconditioned equipment marketed by Mixvoip, referred to as "B-stock devices". Equipment subject to rental is expressly excluded from the scope of Article 2.7.1. The rented equipment remains the exclusive property of Mixvoip at all times. It may not, at any time, become the property of the Client. In the event of failure or malfunction, Mixvoip reserves the right to replace the rented equipment with a more recent or equivalent model, which may have a higher market value or technical specifications. Such a replacement may take place at the initiative of Mixvoip without obligation to provide a device identical to the initial model. Installation, configuration or commissioning of the replacement equipment are not included in the rental costs and will be invoiced separately. The rented equipment is covered by a commercial warranty and benefits from the support conditions defined in the service level agreement(s) (SLA) subscribed to by the Client.

2.7.5 Warranty claim Recover: in case a claim for defective hardware is submitted, in accordance with the provisions set in Art. 2.6 Mixvoip will proceed, at its own discretion, to repair or replace the defective unit. In case of a replacement, Mixvoip reserves the right to replace any faulty hardware during the warranty period with a new or used product that is of equal or superior quality.

2.7.6 Only the defective unit is deemed to be covered by the hardware warranty, therefore any cost that may arise out of or is in any way related to a warranty claim is excluded from warranty and is to be born by the Client (i.e.: travel costs, logistics and shipping fees, workmanship, installation, setup or other hardware configuration).

Mixvoip shall bear all expenses associated with hardware repair and or shall provide a suitable replacement, at its sole cost. The return procedure is detailed in below Art.2.7.8

2.7.7 Other limitations to the Manufacturer warranty may apply. The Client agrees and accepts that normal wear and tear and consumables are excluded from warranty and that single parts can become inoperative if subject to excessive wear. Client is informed that cosmetic wear and tear and slight color variations resulting from repairs or replacements are not to be considered as defects and are therefore not covered by warranty.

2.7.8 Return Procedure: the defective hardware under warranty must be sent in for inspection and will be subject to the Return Merchandise Authorization (RMA) procedure. RMA response is subject to Manufacturer's approval in order for Mixvoip to proceed with repair and or replacement of the suspected defective part. It is hereby agreed that in the event of a manufacturer's rejection, and regardless of the grounds thereof, such rejection shall be final and not disputable. Consequently, the warranty shall be deemed void, without prejudice to any further replacement or intervention by Mixvoip.

2.8 ADDITIONAL WARRANTY - DEFINITION OF A GRACE PERIOD

2.8.1 In conformity with Art. 2.6.2, any hardware installed by Mixvoip to provide its services, if reported malfunctioning, will be replaced free of charge, during a 1 month grace period. No travel costs, workmanship or other setup or configuration fee for the replacement of the defective hardware will be applied by Mixvoip during the 1 month grace period. The grace period starts the following day after the delivery or installation of said hardware. This shall apply exclusively to hardware installed by Mixvoip, that has been registered in a Delivery signed and acknowledged by the Client. Geographical limitations apply to Grace period's travel cost for hardware replacement with limitations to the territories/regions as defined in Art. 2.5.7.

2.9 STOCK-GUARANTEED HARDWARE

2.9.1 All Hardware sold or installed by Mixvoip is deemed to be functional and free of defect and it is covered by the Hardware Warranty (Art. 2.7).

2.9.2 With Stock-guaranteed hardware, Mixvoip provides an additional Service Warranty aimed at ensuring continuity, compatibility and performance to a higher standard.

2.9.3 Mixvoip grants stock availability for its Stock-guaranteed hardware: in case of a hardware failure, Mixvoip can replace the failing device with a unit that is equivalent or with a better model.

2.9.4 In case of Stock-guaranteed hardware failure during the Warranty period, as defined in Art. 2.7.1 Mixvoip provides a replacement unit during the RMA process (Return Merchandise Authorization).

2.9.5 Limitations to Stock-guaranteed hardware warranty. Lifespan: The TTI (Time To Intervene) and TTR (Time To Recover) obligations expire 5 years after the purchase date of the Stock-guaranteed hardware. Purchase date is considered as the date indicated on the invoice for the sale of the Hardware. Geographical limitations apply to TTI and TTR according to the provisions set in Art. 2.5.7.

2.9.6 For all other hardware that is not Stock-guaranteed, TTI and TTR cannot be guaranteed.

2.9.7 List of Stock-guaranteed hardware. Hardware from the list below is considered as Stock-guaranteed hardware. Any other device that may be present or installed by Mixvoip at the Client's premises and that is not listed below, cannot be considered as Stock-guaranteed hardware. Hardware sold by Mixvoip, that does not fall under these criteria is not deemed as Stock-guaranteed. However such hardware is covered by the Limited Hardware Warranty as defined in Art.2.7.1.

AVM: Fritzbox
VM: Fritzbox 7530ax, Fritzbox 6860 5G
2N : EasyGate IP
ControlByWeb: WebRelay-Quad
D-Link: DGS-1210-10P, DGS-1210-28P, DGS-1210-52MP
Gigaset: N670, R700H, SL800 , N870
Grandstream: WP820
Grandstream / Cisco: 2 port FXS ATA
Grandstream / Patton / Sangoma: 32 port FXS analog gateway
Huawei : AirEngine 5761-11, AirEngine 5761-21, S5735-L8P4X-A1, S5735-L24P4X-A1, S5735-L48P4X-A1
Jabra: Evolve2 65, Evolve2 85
Logitec : H570E
Mikrotik: RB5009, CCR2004, CCR2216
Omada: EAP772, EAP773, EAP653, SG2210MP, SG2016P, SG3428MP, SG3452XP
Sangoma / Patton: 8 port BRI/ISDN gateway ,4 port PRI/E1 gateway
Starlink
UniFi Ubiquiti : Dream Machine Special Edition, Cloud Gateway Ultra, U7 Pro, Pro 8 PoE, Pro 24 PoE, Pro 48 PoE, Aggregation
Yealink:T54W, T57W, T58W, CP965,

2.9.8 List of deprecated Stock-guaranteed hardware. Hardware from the list below might be deprecated or may be no longer available on the market, however Mixvoip guarantees that in case of failure such hardware can be replaced in conformity with Art. 2.9.3.

AMV : Fritzbox 7530, Fritzbox 6850 LTE/5G
D-Link : DGS-1210-10P, DGS-1210-28P, DGS-1210-52MP
Gigaset: R650, SL750, N720, N510
Grandstream: WP810, WP822
Jabra :Engage 75, Evolve2 55, Evolve2 40
Mikrotik: RB2011, RB3011, RB4009
Mitel : 6731i, 6737i
Omada : SG2008P, SG3452P
Snom : 320, 360, 370, 710, 720, 760
UniFi Ubiquiti : AC Pro, AC Lite, U6 Pro, U6 Lite
Yealink: T42, T46, T48, T53, T53W, CP925

CHAPTER 3
SERVICES, SET UP AND LIMITATIONS

3.1 CABLING AND ON-SITE WORK

3.1.1 The Client is required to have a confirmed, functional, structured, and properly labeled network cabling that adheres to industry standards, including compliance with the ANSI/TIA-568-E and ISO/IEC 11801 international standards. These standards ensure proper installation, labeling, and performance of cables, connectors, and network components to support reliable connectivity and data transmission. If these requirements are not met, Mixvoip cannot guarantee the functionality or performance of the installation.

3.1.2 Should Mixvoip need to rectify the cabling, the work will be billed at Mixvoip standard technician rate. Alternatively, if the Client chooses to hire an external provider to address the cabling issues, Mixvoip reserves the right to charge for the extra time spent diagnosing the cabling problems, along with any additional travel time required to return and complete the installation.

3.1.3 Mixvoip will perform cabling work as described in the Agreement. Any drilling work will be conducted only with the prior and explicit agreement of the Client. A basic cleanup of the work site limited to the removal of dust, debris, and residues directly related to Mixvoip's cabling or drilling work.may be performed if the Client supplies a vacuum cleaner for this purpose. It does not include deep cleaning, or restoration of the site to its original condition. The Client acknowledges that Mixvoip Technicians or Engineers will not engage in any tasks or duties categorized as building, plastering, insulation, painting, metal cutting, or other construction-related activities. Furthermore, Mixvoip shall not be held liable for issues such as humidity, water leaks, or insulation defects that may arise from or be associated with Mixvoip's cabling work, as these matters fall outside the scope of Mixvoip's responsibilities and expertise.and are not covered under the services provided. Additionally, the Client acknowledges that drilling or cabling work may affect the integrity of fire doors, firewalls, or other fire-resistant partitions. Should re-certification be required as a result of such work, this responsibility lies with the Client, not Mixvoip. Mixvoip shall not be responsible for any costs or actions related to re-certification.

3.2 SITE SURVEY AND CLIENT RESPONSIBILITIES

3.2.1 Where included in the Agreement, Mixvoip will carry out a detailed site survey to assess the installation site, ensuring the highest standards of care and professionalism. During this process, the Client is responsible for sharing any relevant information known to them that could affect the findings or conclusions of the site survey report produced by Mixvoip.

Unless Mixvoip has been expressly assigned the task of assessing the pre-existing cabling, its quality and suitability are assumed to have been verified by the Client according to art. 3.1.1. The Client also recognizes that the outcomes of Mixvoip's site survey regarding wireless transmissions—including WiFi, Bluetooth, or other wave-based technologies—may be influenced by the building's structural features. As such, the site survey should be regarded as advisory and not as binding commitments or guarantees from Mixvoip.

CHAPTER 4
MOBILE SERVICES

4.1 PURPOSE AND SCOPE OF APPLICATION
These services include, but are not limited to, the provision of SIM and eSIM cards, access to communication services (voice, SMS, mobile data), international roaming (voice and SMS roaming), and services related to the management, billing, and administration of these services. These services exclude MMS (Multimedia Messaging Service). The Client is informed that specific provisions may apply depending on the nationality of the assigned number (Luxembourgish, Belgian, or French).
4.2 CONDITIONS OF USE
The use of mobile services provided by Mixvoip is strictly reserved for individual and direct use.
4.3 INFORMATION ON COVERAGE AND ROAMING
For additional information on coverage areas, roaming, or applicable rules depending on the country, the Client is invited to visit https://www.mixvoip.com/mobile. The Client''s attention is drawn to the fact that data roaming is limited to zone 1. The definition of zone 1 is as indicated in the Quote. It corresponds to the contractual roaming profile. The Client's attention is also drawn to the fact that voice and SMS roaming is not limited to zone 1.

CHAPTER 5
LANDLINE TELEPHONE SERVICE

5.1 PURPOSE
This chapter defines the general terms and conditions applicable to landline telephone services provided by Mixvoip, including Voice over IP (VoIP) communications, access to emergency services, and the associated technical and regulatory conditions.
5.2 ACCESS TO EMERGENCY SERVICES
5.2.1 When the Service includes the allocation of a geographic (non-nomadic) number, this number allows access to emergency services, subject to the availability of electricity and the proper functioning of the Internet connection and the Client's equipment. The Client acknowledges that any power outage, Internet connection interruption, or technical malfunction may prevent or delay access to emergency services.
5.2.2 The Service associated with a geographic number is strictly limited to use at the installation address indicated in the Quote or Order Form.
The Client expressly agrees not to: move the equipment; to use the Service from another location; to activate the Service outside the contractually agreed location. The Client acknowledges that any relocation of equipment may prevent the correct routing of emergency calls and make it impossible for the relevant services to correctly identify the caller's location. The Client will be solely responsible for any damage, cost, or expense resulting from improper use, including costs related to unnecessary dispatch of emergency services.
5.2.3 The Client expressly acknowledges that the Mobile VoIP Service, as well as any associated mobile number, does not allow access to emergency services. The Client agrees to use the Mobile Service with full knowledge of this limitation.
5.2.4 The Client undertakes to keep all information necessary for the proper functioning of the Service up to date, including information relating to the installation address and the identification data associated with the number. To this end, the Client will receive an annual email reminder inviting them to verify and, if necessary, update the recorded information. The Client remains solely responsible for the accuracy and updating of this data.
5.2.5 Mixvoip shall not be liable for any damages, losses, or costs resulting from the inability to contact emergency services or from a delay in their response, particularly in cases of unauthorized mobile use, inaccurate information provided by the Client, or power or internet connection interruptions.
5.3 SPECIFIC REGULATORY OBLIGATIONS
5.3.1 GREECE. For telecommunications services provided in Greece, Mixvoip relies on Bandwidth Inc. and its affiliates (“Bandwidth”) as the underlying service provider and telecommunications carrier of record. The Bandwidth Product Terms and Supplemental Legal Terms, available at https://www.bandwidth.com/legal/, are incorporated by reference into these General Terms and Conditions and apply to services provided in Greece. By using the Services, the Client acknowledges and accepts this information regarding the applicable underlying providers or partners.
5.3.2 MALTA. For telecommunications services provided in Malta, Mixvoip cooperates with Vanilla Telecoms Ltd. as the operator partner for the provision of certain telecommunications resources and services. By using the Services, the Client acknowledges and accepts this information regarding the applicable underlying providers or partners.
5.4 FAX SERVICE FEATURES
The Client understands and accepts that IP networks are not designed or optimized for fax transmission. Consequently, no end-to-end interoperability guarantee can be given regarding the sending or receiving of faxes. Mixvoip provides no guarantee of proper operation, reliability, or compatibility with fax transmission. No technical support will be provided for this type of use. The Client expressly acknowledges that Mixvoip cannot be held liable for any damage, loss of information, breach of contract, or harm resulting from the transmission or non-transmission of a fax.

CHAPTER 6
SIP TRUNK SERVICE

6.1 PURPOSE
The SIP Trunk service allows the Client to connect their telephony system (such as compatible PBXs) to the public telephone network via an IP interconnection based on the SIP (Session Initiation Protocol). This service allows the Client to manage their incoming and outgoing telephone communications.
6.2 COMMISSIONING
6.2.1 The implementation of the VoIP services provided by Mixvoip requires stable internet access, with a guaranteed bandwidth of at least 150 kbps per simultaneous call (user). This guarantee can be obtained by reserving bandwidth or by implementing a suitable Quality of Service (QoS) mechanism. In addition to connectivity, a network configuration that meets Mixvoip's technical requirements is essential. This notably implies the absence of SIP ALG (Application Layer Gateway) in the Client's network equipment, as well as the absence of a Triple NAT (Cascading Network Address Translation) configuration. The bandwidth allocated to voice must be readily available and not subject to congestion or adverse prioritization. Voice traffic between Mixvoip's core network supernodes and the Client's infrastructure (PBX, IPBX, terminals) must not be blocked, filtered, or redirected, whether intentionally or due to automatic firewall rules. Similarly, no "UDP Flood" detection or throttling should be enabled, as this can disrupt the stability of voice communications. The Client acknowledges that compliance with these technical requirements is essential for the proper functioning of the services and is entirely their responsibility.
6.2.2 In the event of technical non-compliance, Mixvoip reserves the right to postpone activation or refuse service provision, without any compensation being due. In such a situation, all support that Mixvoip may be required to provide will be billed according to the specified terms.
6.2.3 Mixvoip implements anti-fraud protection to prevent any unauthorized use of the SIP Trunk service, particularly when calls originate from locations other than the Client's premises or the homes of employees working remotely. Attempts at fraudulent use will not result in any charges to the Client, as Mixvoip assumes all risks that may arise, including in the event of a security breach. This measure guarantees the accuracy and integrity of billing. The following table provides information on the anti-fraud protection provided by Mixvoip according to the type of SIP trunk chosen and the PBX brand. Anti-fraud protection may be contingent upon Mixvoip providing internet access. The Service Level Agreement (see 2.5.10) also varies.

SELECTED SIP TRUNK OFFER ►	**Standard**	**Business**	**Advanced**
SLA **with** Internet provided by Mixvoip and/or SBC router	Standard	Business	Advanced
SLA **without** internet provided by Mixvoip	Basic	Standard	Business
Anti-fraud protection on 3CX – Asterisk – FreePBX – Freeswitch – Yeastar Innovaphone – MS Teams – Starface – Wildix **managed by a certified Mixvoip partner and internet provided by Mixvoip**	yes	yes	yes
Anti-fraud protection on 3CX – Asterisk – FreePBX – Freeswitch – Yeastar Innovaphone – MS Teams – Starface – Wildix **not managed** by a Mixvoip certified partner and/or !**nternet not provided by Mixvoip**	no	no	yes
Anti-fraud protection on any other PBX	no	no	no
Flat-rate plan options (minimum 3 users) 3CX – Asterisk – FreePBX – Freeswitch – Yeastar Innovaphone – MS Teams – Starface – Wildix **Managed by a certified Mixvoip partner**	yes	yes	yes
Flat rate option for a minimum of 3 users **on a PBX not listed above managed by a certified Mixvoip partner**	no	no	yes

6.3 FINANCIAL CONDITIONS
6.3.1 Outgoing calls made under the service are billed in addition to the subscription, according to the rates in effect at the time of the call. Current rates are available at any time at the following address: https://www.mixvoip.com/fr/sip-trunk/call-rates. Billing is per minute started. To reflect changes in interconnection costs, regulatory requirements, or the economic environment, Mixvoip may occasionally adjust its pricing structure. Any changes are published on the dedicated page and apply to calls made from the indicated effective date. We encourage our Clients to consult this page periodically for updated information. The Mixvoip team remains available to its business Clients to provide any further information regarding these pricing adjustments.
6.3.2 The destinations included in the Flat Rate plan are available at any time at the following address: https://www.mixvoip.com/fr/sip-trunk/call-rates. As part of the Flat Rate plan, the Client is informed that the Mixvoip Certified Partner must be able to provide Mixvoip with an export of the configured settings for each request.

CHAPTER 7
VOXBI SERVICE (CLOUD PBX)

7.1 COMMISSIONING
7.1.1 Activation of the Voxbi service is subject to the Client's approval of the quote and acceptance of these General Terms and Conditions, in accordance with Article 1.2.
7.1.2 Implementation requires a stable Internet connection, compatible equipment (such as IP (Internet Protocol) phones or SIP (Session Initiation Protocol) applications), and a configuration that complies with the technical requirements defined in the technical documentation provided by Mixvoip.
7.1.3 In the event of technical non-compliance or inadequate infrastructure, Mixvoip reserves the right to suspend, postpone, or refuse service activation, without entitling it to compensation.
7.2 TERMS OF USE
7.2.1 The Client is responsible for its users' use and undertakes to comply with applicable laws and regulations.

7.2.2 Mixvoip may suspend the service without notice in the event of fraudulent behavior or contractual breach, in accordance with Article 1.12.

7.3 SERVICE FEATURES

7.3.1 The Voxbi service offers the following features: Inbound and outbound call management via a hosted virtual PBX; Configurable Interactive Voice Response (IVR); Intelligent routing based on location, group, language, or skills defined by the Client; Web application and software clients for Windows, macOS, Android, and iOS devices; Integration with third-party systems: CRM (Client Relationship Management), ERP (Enterprise Resource Planning), Microsoft Teams, Odoo; Real-time call recording, history, and monitoring; Secure user access via web interface or mobile application.

7.3.2 Additional options can be enabled upon request, such as: WebRTC (Web Real-Time Communication) for browser-based telephony; Videoconferencing services; API (Application Programming Interface) connectors for automation or specific integration.

7.4 HARDWARE AND COMPATIBILITY

7.4.1 The Voxbi service may be used with equipment provided, rented, or configured by Mixvoip.

7.4.2 When the Client uses their own equipment, it must be compatible with SIP standards and validated by Mixvoip.

7.4.3 The rules relating to the hardware warranty apply in accordance with Chapter 2, in particular Articles 2.7 to 2.9.

7.5 TECHNICAL SUPPORT AND MAINTENANCE

7.5.1 The Client receives technical support as defined in Chapter 2, in particular Articles 2.3 to 2.5.

7.5.2 The level of support depends on the subscribed Service Level Agreement (SLA).

7.5.3 Requests must be submitted via the dedicated area at https://mixvoip.com/support.

7.5.4 In the event of complex technical intervention, Mixvoip may charge the corresponding fees in accordance with Article 1.8.2.

7.6 FINANCIAL CONDITIONS

7.6.1 The Voxbi service is billed as a monthly subscription, depending on the plan subscribed to (Essential, Professional, Business, Enterprise).

7.6.2 Any option activation, user addition, or personalized configuration may be subject to additional billing.

7.6.3 The rules for billing, penalties for late payment, and suspension are governed by Articles 1.8 and 1.12.

CHAPTER 8
INTERNET ACCESS SERVICE

8.1 PURPOSE

This chapter defines the specific conditions applicable to the provision of Internet access services by Mixvoip. These services include, as applicable, the provision of Internet access via fiber optics, VDSL (Very-high-bit-rate Digital Subscriber Line), SDSL (Symmetric Digital Subscriber Line), 4G/5G, satellite, or any other connectivity method deployed and operated by Mixvoip.

The service is provided subject to technical eligibility, depending on the geographical area and available infrastructure, and within the limits set by applicable legislation and interconnection agreements with infrastructure operators.

8.2 ACTIVATION

8.2.1 Ordering the service is subject to validation of the Quote signed by the Client and express acceptance of these General Terms and Conditions, in accordance with Article 1.2.1.

8.2.2 Deployment is subject to a preliminary technical feasibility test, conducted by Mixvoip or one of its infrastructure partners. In the event of a technical impossibility, the order will be canceled at no cost to the Client.

8.2.3 The Client agrees to provide an environment that meets the installation requirements: access to the premises, electrical availability, no obstructions to cable routing, and compliance with safety conditions, as stipulated in Article 1.5.1.

8.2.4 Mixvoip reserves the right to subcontract all or part of the deployment services to qualified subcontractors, in accordance with Article 1.7.1.

8.3 TERMS OF USE

8.3.1 Any unauthorized, abusive, or unlawful use is prohibited.

8.3.2 The Client agrees not to use the service to host illegal activities, send unsolicited communications, spread malware, or compromise the security of third-party networks.

8.3.3 Mixvoip reserves the right, in the event of behavior or traffic deemed abnormal or harmful, to apply filtering, limiting, or temporary suspension measures, in accordance with Article 1.13.

8.3.4 The Client is responsible for securing its local network and ensuring the proper use of the service by its own users. In particular, it is required to keep its equipment up-to-date and protected against critical vulnerabilities.

8.4 QUALITY OF SERVICE AND AVAILABILITY

8.4.1 Mixvoip undertakes to provide a stable service, conforming to the contractually defined quality level, and, where applicable, subject to a Service Level Agreement (SLA) as described in Article 2.5.

8.4.2 Upload and download speeds, latency, jitter, and available bandwidth may vary depending on the technology, geographic location, and type of connection. Mixvoip does not guarantee minimum or maximum speeds, as these are subject to technical factors beyond its control.

8.4.3 At the Client's request, Mixvoip may offer redundancy or service continuity options (backup 4G/5G connection, dual fiber link), according to the terms of the Quote.

8.4.4 In the event of an incident, the response, intervention (TTI), and restoration (TTR) times are those specified in the SLA grid reproduced in section 2.5.10. Incidents classified as P1 or P2 trigger SLA monitoring and, where applicable, compensation in the form of credits, in accordance with section 2.5.11.

8.5 BACKUP SERVICE AND CONNECTIVITY PROVIDED BY A THIRD-PARTY OPERATOR

8.5.1 To ensure business continuity for the Client, Mixvoip may offer, subject to availability and technical feasibility, redundancy or backup solutions based on infrastructure or services provided by a third-party operator.

8.5.2 In this context, Mixvoip may act as an intermediary, reseller, integrator, or single point of contact for the Client, particularly for ordering, invoicing, technical coordination, first-level support, and incident management.

8.5.3 The Client acknowledges and accepts that certain Internet access services, backup links, 4G/5G access, fiber connections, satellite services, or any other connectivity services may be provided, in whole or in part, by a third-party operator, infrastructure partner, or network provider.

8.5.4 The Client acknowledges and accepts that the service levels (SLA), response times, recovery times, technical conditions, availability limitations and operational constraints applicable to these Services may depend, in whole or in part, on the contractual, technical and operational conditions of the relevant third-party operator.

8.5.5 Conditions, technical limitations, service interruptions, maintenance operations, geographical restrictions, infrastructure modifications, service discontinuations, or tariff changes imposed by the third-party operator may have a direct impact on the Service provided to the Client, without Mixvoip's liability exceeding the obligations reasonably assumed by Mixvoip under this Agreement.

8.5.6 Mixvoip undertakes to make reasonable efforts to coordinate interventions, open incident tickets, and follow up on requests with the relevant third-party operator.

8.5.7 Unless expressly stipulated otherwise in the Quote or a specific Service Level Agreement, Services provided via a third-party operator are subject to an obligation of means, and any SLAs or availability guarantees indicated are deemed to depend on the terms and commitments of the underlying infrastructure provider.

8.5.8 The Client acknowledges that a backup or redundancy solution does not constitute an absolute guarantee of no interruption of service, particularly in the event of an incident simultaneously affecting several infrastructures, networks, geographical areas, electrical equipment, or transit providers.

8.6 PROVIDED EQUIPMENT

8.6.1 When equipment (modem, router, firewall, antenna, etc.) is provided or made available, it remains, unless otherwise stated, the property of Mixvoip.

8.6.2 The Client agrees not to modify the initial configuration or install unvalidated firmware. Any intentional damage or unauthorized intervention will render the Client liable and may result in a repair charge, in accordance with Article 1.8.2.

8.7 NETWORK SECURITY

8.7.1 Mixvoip applies high standards for access and infrastructure security, in accordance with the ISO/IEC 27001 standard and European directives such as DORA (Digital Operational Resilience Act) and NIS2.

8.7.2 In the event of a security incident (intrusion, targeted attack, network compromise), Mixvoip will immediately alert the security contact designated by the Client (see section 1.5.3).

8.7.3 The Client remains solely responsible for vulnerabilities originating from its own network perimeter, including those generated by third-party equipment, weak passwords, or inadequate user access management.

8.8 TECHNICAL SUPPORT

8.8.1 Access to technical support is governed by the terms of Chapter 2. The methods of intervention (telephone, online, on-site) depend on the type of contract subscribed to and the geographical area, as stipulated in section 2.5.7.

8.8.2 Outside the covered areas, only remote support is guaranteed. Resolution times in these cases are indicative.

8.8.3 Any service request not attributable to Mixvoip, or related to user error, will be billed according to the applicable rate schedule in Article 1.8.2.

8.9 PRICING CONDITIONS

8.9.1 Internet services are billed monthly in advance, according to the terms defined in the accepted quote.

8.9.2 Additional charges may apply for the activation of supplementary services, custom configuration, or unplanned technical intervention.

8.9.3 In the event of non-payment within the contractual deadlines, Mixvoip may suspend access to the service, apply reminder fees, and charge for reactivation in accordance with the provisions of Articles 1.8.9 and 1.12.

CHAPTER 9
DORA-SPECIFIC CONDITIONS
Digital Operational Resilience Act

9.1 CONTRACTUAL DOCUMENTATION

9.1.1 These DORA-specific Conditions supplement and form an integral part of the existing Terms and Conditions between Mixvoip and the Client, specifically addressing compliance requirements set forth by the Digital Operational Resilience Act (DORA).

9.1.2 The contractual relationship includes the individual Quote specifying all active services and SLAs, these Terms and Conditions, and relevant Service Level Agreements (SLAs), collectively ensuring compliance with Article 30(1) of DORA.

9.1.3 The following Information and Communication Technologies (ICT) services may fall under the scope of DORA, depending on the services Mixvoip provides to the Client: (a) ICT Project Management, (b) Helpdesk and First-Level Support, (c) ICT Security Management, (d) Hosting and Infrastructure Services (non-Cloud), (e) Telecom Carrier / Network Infrastructure, (f) Cloud Services (Software as a Service SaaS, Platform as as Service PaaS, Infrastructure as a Service IaaS), (g) Non-Cloud Data Storage, (h) Hardware Delivery, (i) Software Licensing (non-SaaS), (j) IT Operations and Consulting.

9.2 SUBCONTRACTING OF ICT SERVICES

9.2.1 Mixvoip may subcontract ICT services that support critical or important functions exclusively to DORA-compliant subcontractors.

9.2.2 Mixvoip shall provide the Client with prior written notice regarding any change in subcontractors or subcontracted service locations. The Client reserves the right to object to such changes within fifteen (15) business days based on documented risk assessments.

9.3 LOCATION OF SERVICES AND DATA

9.3.1 All data processing and hosting activities relevant to this Agreement shall be conducted within the European Union.
9.3.2 Mixvoip will inform the Client prior to any planned relocation of data or services.

9.4 DATA PROTECTION AND SECURITY

9.4.1 Mixvoip guarantees the availability, integrity, authenticity, and confidentiality of all processed data.
9.4.2 Mixvoip shall assist the Client at no additional cost in managing and mitigating any security incidents directly related to the services provided by Mixvoip.

9.5 NOTIFICATION OBLIGATIONS

9.5.1 Mixvoip will promptly inform the Client of: (a) Any event impacting service continuity, (b) Any incident falling within the scope of DORA, (c) Any identified risks concerning potential SLA non-compliance.

9.6 BUSINESS CONTINUITY AND SECURITY MEASURES

9.6.1 Mixvoip operates an ISO 27001 certified Information Security Management System (ISMS).
9.6.2 Annual tests for business continuity, backups, restoration, failover, and security measures shall be performed to ensure continuous compliance and resilience.

9.7 AUDIT RIGHTS AND REGULATORY COOPERATION

9.7.1 The Client and competent regulatory authorities have the right to: (a) Perform audits, inspections, and on-site visits, including interviews and sampling of ICT-related controls, (b) Request documentation relevant to the ICT services provided and associated risk management, (c) Require cooperation from Mixvoip in threat-led penetration testing (TLPT) as defined under DORA.
9.7.2 Audits shall generally be limited to one occurrence per calendar year, except where additional audits are mandated by regulators, ICT incidents, or material changes in service provision.
9.7.3 Any planned audit will be carried out in accordance with art. 2.4.2 of these Terms and Conditions, unless immediate access is mandated by regulatory authorities.

9.8 TERMINATION AND EXIT STRATEGIES

9.8.1 The Client may terminate this Agreement with immediate effect if Mixvoip commits a material breach or non-compliance with DORA obligations. Upon written notice of such breach, if the issue is not remedied within fifteen (15) calendar days, the client may terminate without further notice. Mixvoip shall not be required to remedy the breach to prevent termination. Upon termination, Mixvoip shall provide data extraction and transfer assistance in a structured format, a minimum transition period of thirty (30) calendar days, and full cooperation with the Client's migration to an alternative provider.
9.8.2 Upon termination, Mixvoip will support the Client by providing data extraction and transfer assistance in a structured, commonly used format, allowing a minimum transition period of thirty (30) calendar days to ensure business continuity.

9.9 SECURITY AWARENESS AND TRAINING

9.9.1 Upon written request from the Client, Mixvoip will participate in resilience training or awareness initiatives organized by the Client at the hourly cost indicated in art. 2.4.2.

9.10 REGULATORY CONTACTS

9.10.1 For regulatory and compliance inquiries, the Client may contact: Mixvoip Compliance Department, 70, rue des Prés, L-7333 Steinsel, Luxembourg
regulatory@mixvoip.com

9.11 PRIORITY OF DORA-SPECIFIC CONDITIONS

9.11.1 These DORA-specific Conditions apply exclusively to Clients within the scope of the Digital Operational Resilience Act and shall take precedence in the event of any inconsistency or conflict with other provisions of the existing Terms and Conditions.