

# Firstcom Terms of Use Agreement for Universe Cloud services

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## 1 Acceptance of Terms

These terms govern your use of Firstcom Universe Cloud Software and Services.

By using the Software or Services in any way, such as downloading, uploading or browsing the Services any Materials made available as part of the Services by Firstcom, you agree to these Terms of Use. By continuing to use the Services after being notified of a change to these Terms you continue to agree to these Terms.

You may not use the Software or Services if You are prohibited by Law from receiving or using the Services.

Firstcom may change the Terms at its sole discretion. If we update the Terms or Privacy policies, we will make a new copy available at [www.firstcom.co.uk/privacy](http://www.firstcom.co.uk/privacy) . Your use of the Software and Services is subject to the current version at the time of such use.

## 2 Definitions

Note that capitalized words used throughout these Terms have the meanings as follows:

2.1 “Account Information” means the information you provide to Firstcom when you register for a Service, including identity and log-in information.

2.2 “Additional Term” shall have the meaning given to it in Clause 16.2

2.3 “Beta” means a pre-release version of Software or Service. It does not represent the final product and may contain bugs.

2.4 “Feedback” means comments, ideas, suggestions or proposals.

2.5 “Firstcom” means voip-4-u Ltd trading as Firstcom Europe or Voip.co.uk.

2.6 “Initial Term” means the initial term for which each Service shall be provided to the User, as shown on the Order Form and calculated from the Service Commencement Date.

2.7 “Intellectual Property Rights” means copyright, trademarks, patent, trade secret, and any other intellectual and proprietary rights.

2.8 “Law” means any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction.

2.9 “Marks” means the trademarks, logos and service marks displayed on the Software and Services.

2.10 “Material” means any materials provided by Firstcom including without limitation any information, chat forum postings, data, documents, images, photographs, graphics, audio, videos, webcasts accessed by using the Software or Services.

2.11 “Privacy Policy” means the documented Policy referenced in section 3.

2.12 “Service Commencement Date” means the date on which a Service is made available to the Customer.

2.13 “Services” means websites, web pages, Portals, communication forums, provisioning, messaging, reporting, screen sharing or other services provided by Firstcom.

2.14 “Share” means to email, post, transmit, upload, or otherwise make available through your use of the Software or Services.

2.15 “Software” means Firstcom software code and developer tools and associated documentation, including without limitation any desktop, smartphone or tablet applications related to the Services, content files, drivers, patches, or fonts.

2.16 “Term” means the full term of this Agreement being the Initial Term plus any one or more Term Extensions.

2.17 "Term Extension" means a period of not less than 12 months.

2.18 "Terms" means the terms of use defined in this Agreement.

2.19 "User" means a user of the Software or Service.

2.20 "You" means the User agreeing to these Terms.

2.21 "Your Material" means any Materials that you Share through your use of the Software or Services.

### **3 Privacy and Data Policy**

Please read the Firstcom Privacy and Data Policy at [www.firstcom.co.uk/privacy](http://www.firstcom.co.uk/privacy), which is incorporated herein by reference. By using Firstcom's Software or Services, You agree to Firstcom's use of your data in accordance with the Privacy and Data Policy.

### **4 Ownership**

4.1 Software, Services and Firstcom Materials. The Software, Services and Firstcom Materials, and their selection and arrangement, are protected by Intellectual Property Rights. Except as expressly provided in the Terms, Firstcom and its licensors do not grant any express or implied rights to use the Software, Services and Materials. All rights, title, and interest in the Service and Firstcom Materials, in all languages, formats, and media throughout the world, are and will continue to be the exclusive property of Firstcom and/or its licensors and nothing in the Terms shall be construed to confer any licence or right, by implication or otherwise, under copyright or other intellectual property rights, to You or any third party.

4.2 Trademarks. The Marks are the property of Firstcom or other rights holders. You are not permitted to use the Marks without the prior consent of Firstcom or the rights holder. Firstcom and the Firstcom logo, and Universe are trademarks of Firstcom.

4.3 Firstcom respects the intellectual property rights of third parties.

## 5 Licence for Software, Service and Materials

5.1 By complying with the Terms, Firstcom grants to You a non-exclusive, non-transferable, revocable right to access and use the Software or Services, to share your Materials with the Service, and to use the Firstcom Materials associated with the Services, subject to the restrictions in this agreement.

5.2 Free or Trial Software. You agree that Free or Trial Software is provided for demonstration, evaluation and feedback only; it is not for resale.

5.3 Beta Software. We may designate the Software or Services as a pre-release or Beta version. Beta version does not represent the final product and may contain bugs that may cause system or other failure and data loss. Firstcom may choose not to commercially release the Beta version. You must promptly cease using the Beta version and destroy all copies of it if we request you to do so, or if we release a commercial version of the Beta version. Any separate agreement we enter into with you governing the Beta version will supersede the provisions on Beta version set out in this agreement.

5.4 Use of the Software or Service typically requires a connection to the Firstcom network or the Internet. Please note charges may be incurred for network use when You access Firstcom services over fixed or mobile data connections.

5.5 Firstcom endeavours to keep its Services up and running; however, all complex network services suffer occasional disruptions and outages, and Firstcom is not liable for any disruption or loss You may suffer as a result. In the event of an outage, you may not be able to retrieve Your Material or data that you have stored.

5.6 Except with respect to Your Material, you agree:

- (a) Not to alter, copy, modify, or re-transmit the Materials;
- (b) Not to lease, license, rent, or sell the Materials or the right to use and access the Software or Services, unless provided for in Additional Terms;
- (c) Not to remove, obscure, or alter any text or notices contained in Materials;
- (d) Not to copy or imitate part or all of the design, layout, or user interface behaviour, which are protected by Intellectual Property Rights;
- (e) To use the Software, Services and the Materials only as permitted by the Terms and any Law; and
- (f) That certain Services and Materials may be available only if you have paid a fee or have provided certain Account Information.

5.7 Firstcom may modify or discontinue, temporarily or permanently, the Services or Materials, or any portion thereof, with or without notice. You agree that Firstcom shall not be liable to you or anyone else if we do so.

## **6 Account Information**

You agree that your Account Information will always be complete, accurate, and up-to-date. It is your responsibility to keep your account log-in credentials confidential at all times and you are solely responsible to Firstcom for all activity that occurs via your Account. If you become aware of any unauthorized use of your account or Account Information, or any other breach of security, you agree to notify Firstcom by contacting us at [support@firstcom.co.uk](mailto:support@firstcom.co.uk).

## **7 User Conduct**

7.1 You agree not to access or attempt to access the Software or Services by any means other than the interface provided by Firstcom or circumvent any access or use restrictions put into place to prevent certain uses of the Services.

7.2 You agree not to use, or to encourage or permit others to use, the Services to:

- (a) Share any Material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libellous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- (b) Stalk, intimidate, and/or harass another;
- (c) Incite others to commit violence;
- (d) Harm minors in any way;
- (e) Share any Material that you do not have a right to Share under any Law or contractual or fiduciary relationship;
- (f) Share any Material that infringes any Intellectual Property Right or other proprietary right of any party;
- (g) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (h) Forge headers or otherwise manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the Services;
- (i) Use the Services or Materials such that it will mislead a User into believing that they are interacting directly with Firstcom or any of its Software or Service;
- (j) Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys, or other duplicative or unsolicited messages;
- (k) Use any Firstcom domain name as a pseudonymous return email address;
- (l) Share any Material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;

- (m) Access or use the Services in any manner that could damage, disable, overburden, or impair any Firstcom server or the networks connected to any Firstcom server;
- (n) Intentionally or unintentionally interfere with or disrupt the Services or violate any applicable Laws related to the access to or use of the Services, violate any requirements, procedures, policies, or regulations of networks connected to the Services, or engage in any activity prohibited by the Terms;
- (o) Disrupt or interfere with the security of, or otherwise cause harm to, the Services, Materials, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Services or any affiliated or linked sites;
- (p) Disrupt, interfere with, or inhibit any other User from using and enjoying the Services or Materials, or other affiliated or linked sites, Services, or Materials;
- (q) Access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available through the Services;
- (r) Reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Services or any Materials, use of any Service or Materials, or access to any Service or Materials;
- (s) Use any data mining, robots, or similar data gathering and extraction methods in connection with the Services or Materials;
- (t) Host, on a subscription basis or otherwise, the Services without Firstcom's authorization, including any related application, (i) to permit a third party to use the Services to create, transmit, or protect any content, or (ii) to conduct conferences or online meeting services for a third party;
- (u) Defraud, defame, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
- (v) Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section.

## **8 Your Material**

For Your Material that's Shared in a public forum (such as discussion boards or forums that may be browsed by anyone with an Internet connection), you grant Firstcom a worldwide, royalty-free, non-exclusive, transferable, and sublicensable licence to adapt, display, distribute, modify, perform, publish, reproduce, translate, and use Your Material for the purpose of operating and improving the Services and enabling your use of the Services. You may revoke the licence and terminate Firstcom's rights at any time by informing Firstcom at [support@firstcom.co.uk](mailto:support@firstcom.co.uk) .



## 9 Use of Software

9.1 Software made available via the Services or through third-party marketplaces is governed by the terms of the applicable Additional Terms or the licence agreement referenced in the Software. If there is any conflict between these Terms and the licence agreement provided with such Software, then the licence agreement shall take precedence in relation to that Software. If the Software is a Beta version, then you are not permitted to use or otherwise rely on the Software for any commercial or production purposes, notwithstanding anything to the contrary included within an accompanying licence agreement.

9.2 Firstcom may provide Software applications through third parties that interact with the Service and Firstcom products. You are responsible for obtaining and maintaining any equipment or ancillary services needed to access these applications and you are responsible for all applicable taxes and fees incurred while accessing such applications e.g. network access charges.

9.3 If no separate licence agreement accompanies the Software that is available for download, the download and use of such Software will be governed by the terms of this section. Firstcom grants you a single User, revocable, limited, non-transferable, non-sublicensable, non-assignable, non-exclusive licence to use the Software in the manner permitted by the Terms. For clarification, you shall not distribute, lease, rent, sell, or sublicense the Software. You agree that you will not decompile, reverse engineer, or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the jurisdiction where you are located give you the right to do so to obtain information necessary to render the Software interoperable with other software, provided, however, that you must first request the information from Firstcom and Firstcom may, in its discretion, either provide such information to you or impose reasonable conditions, including reasonable fees, on use of the Software to ensure that Firstcom's Intellectual Property Rights in the Software are protected. You may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software. For clarity, your use of the Software is also subject to the disclaimers and limitations in Sections 10, 11 and 12.

9.4 The Software may automatically download and install updates from Firstcom. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new Software modules, and completely new versions. You agree to receive such updates (and permit Firstcom to deliver these to you with or without your knowledge) as part of your use of the Services.

## **10 Your Warranty and Indemnification Obligation**

10.1 You represent and warrant that Your Material does not violate or infringe any intellectual property right or other proprietary right, including right of publicity or privacy, of any person, company or entity, or other third party.

10.2 You agree to indemnify and hold Firstcom and its subsidiaries, affiliates, officers, agents, employees, or other partners, and licensors harmless from any claim or demand, including reasonable legal fees, due to or arising out of Your Material, your use of the Software, Services or Materials, any claim that Your Material caused damage to someone else, any dealings between you and anyone else advertising or promoting via the Services or Materials, your violation of the Terms, or your violation of any rights of another, including any Intellectual Property Rights.

## **11 Disclaimer of warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

11.1 THE SOFTWARE, SERVICES, AND MATERIALS ARE PROVIDED BY FIRSTCOM "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, FIRSTCOM AND ITS LICENSORS MAKE NO WARRANTY THAT (A) THE SOFTWARE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE, SERVICES, OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (C) THE QUALITY OF THE SOFTWARE, SERVICES, OR MATERIALS WILL MEET YOUR EXPECTATIONS; OR THAT (D) ANY ERRORS OR DEFECTS IN THE SOFTWARE, SERVICES, OR MATERIALS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FIRSTCOM OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

11.2 FIRSTCOM SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF OR PARTICIPATION IN ANY SERVICES AND YOUR USE OF MATERIALS. ANY MATERIAL DOWNLOADED, MADE AVAILABLE, OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

FIRSTCOM ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM ANY OF THE SERVICES.

11.3 FIRSTCOM DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. FIRSTCOM MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

11.4 FIRSTCOM WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH ANY SOFTWARE, SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

11.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **12 Limitation of Liability**

12.1 IN NO EVENT SHALL FIRSTCOM, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF FIRSTCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES OR MATERIALS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE FIRSTCOM'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FIRSTCOM OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.

12.2 FIRSTCOM'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, LICENSORS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY YOU FOR ACCESS TO THE SOFTWARE OR SERVICE DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION WILL APPLY EVEN IF FIRSTCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.3 THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

## **13 Investigations**

13.1 Firstcom, at its sole discretion, may (but has no obligation to) monitor or review the Software, Services and Materials at any time. Without limiting the foregoing, Firstcom shall have the right, in its sole discretion, to remove or change any of Your Material for any reason (or no reason), including if it violates the Terms or any Law.

13.2 Although Firstcom does not generally monitor User activity occurring in connection with the Services or Materials, if Firstcom becomes aware of any possible violations by you of any provision of the Terms, Firstcom reserves the right to investigate such violations, and Firstcom may, at its sole discretion, immediately terminate your rights hereunder, including your right to use the Software, Services or Materials, or change, alter, or remove your Account Information, in whole or in part, without prior notice to you. If, as a result of such investigation, Firstcom believes that criminal activity has occurred, Firstcom reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable Law, Firstcom is entitled to retain and/or disclose any information or Materials, including Your Material or Account Information (or elements thereof), in Firstcom's possession in connection with your use of the Software or Services to (a) comply with applicable Law, legal process, or governmental request; (b) enforce the Terms; (c) respond to any claims that Your Material violates the Terms or rights of third parties; (d) respond to your requests for customer services; or (e) protect the rights, property or personal safety of Firstcom, its Users, or third parties, including the public at large, as Firstcom in its sole discretion believes to be necessary or appropriate.

## **14 Feedback**

You have no obligation to provide Firstcom with ideas, suggestions or proposals. However, if you submit Feedback to Firstcom, we may use it for any purpose without compensation to you.

## **15 Links to 3<sup>rd</sup> Party Sites**

The Software, Services and Materials may include links that will take you to websites or services not operated by Firstcom. Whether the link was provided by Firstcom as a courtesy, or whether it was posted by a User, Firstcom has no control over non-Firstcom websites or services. You agree that we are not responsible for the availability or contents of any website or service we do not operate.

## 16 Agreement Term and Termination

16.1 Subject to termination of the agreement for Software or Service in accordance with any separate agreement specific terms, Firstcom will provide the Software or Service and the Firstcom equipment (if applicable) from the relevant Service Commencement Date for the duration of the applicable Initial Term. THE USER ACKNOWLEDGES THAT THE CHARGES HAVE BEEN AGREED BY FIRSTCOM IN RETURN FOR THE INITIAL TERM BEING COMMITTED TO BY THE USER. THE USER ACKNOWLEDGES AND AGREES THAT IT DOES NOT HAVE ANY RIGHT TO TERMINATE THE AGREEMENT OR ANY SERVICE(S), WHETHER BEFORE OR AFTER THE SERVICE COMMENCEMENT DATE, OTHER THAN FOR CAUSE IN ACCORDANCE WITH CLAUSE 16.3 BELOW, DURING THE INITIAL TERM.

16.2 Within 1 calendar month prior to the expiry of the Initial Term, the User shall be entitled to terminate the Agreement by notice to Firstcom. If the User does not give notice of termination during such one-month period, a Term Extension will arise, and Firstcom will continue to provide the Software or Service and the Firstcom Equipment (if applicable) to the User for consecutive twelve (12) month terms (each an "Additional Term"). Within 1 calendar month, prior to the expiry of an Additional Term, the User shall be entitled to terminate the Agreement by notice to Firstcom. Notice of cancellation by the User shall be in accordance with Clause 16.2.1 below.

16.2.1 In the event that the User wishes to cancel a Service, the User should send an email to [support@firstcom.co.uk](mailto:support@firstcom.co.uk) specifying the User's name, what the Software or Service is and any applicable reference numbers. Firstcom will provide the User with a cancellation form specifying the Software or Service details and the applicable termination date. The User shall sign and return the cancellation form to Firstcom within five (5) Working Days of receipt, unless the details on the cancellation form are not correct in which case this should be advised to [support@firstcom.co.uk](mailto:support@firstcom.co.uk) prior to the expiry of the aforementioned five (5) Working Day period. Firstcom is not able to cancel Software or Service without first having a signed cancellation form. Any cancellation form not signed and returned to Firstcom within five (5) Working Days shall be considered void by Firstcom.

16.3 Each Party shall have the right on immediate notice to the other Party, to terminate the Agreement at any time in the event that the other Party:

16.3.1 has committed a material breach of the Terms and fails to remedy such breach within twenty-eight (28) days of notice from the other Party requiring the breach to be remedied. The aforementioned twenty-eight-day remedy period shall only apply where a breach is capable of remedy; if it is not capable of remedy, the Agreement shall be terminable by immediate written notice; or

16.3.2 becomes Insolvent.

16.4 Except in the event of termination of the Agreement by the User pursuant to Clauses 16.3.1 or 16.3.2 above, or by Firstcom pursuant to Clause 16.5 below, where a Service is terminated or otherwise brought to an end, all charges not yet paid which would otherwise have been payable by the User in respect of the remainder of the Initial Term or the Additional Term (as applicable) (the "Termination Payment") shall become immediately invoiceable by Firstcom and shall be paid by the User within fourteen (14) days of the date of the invoice. The User acknowledges and agrees that the Termination Payment is based upon Firstcom's revenue expectation which was reflected in the charges and is compensatory in nature and not a penalty. Where this provision applies, the Termination Payment will be set out on the applicable cancellation form.

16.5 Firstcom shall have the right to terminate any Service and/or the Agreement immediately upon written notice if instructed to do so for legal or regulatory reasons.

16.6 Termination of a Service and/or the Agreement shall be without prejudice to the accrued rights and liabilities of either Party subsisting under the Agreement prior to termination.

16.7 Upon termination of a Service and/or the Agreement for any reason, the User shall:

16.7.1 immediately cease to make use of the relevant Service(s) and the Firstcom Equipment (if applicable); and

16.7.2 if required by Firstcom, allow Firstcom and its contractors and suppliers to enter the User address(es) during Normal Business Hours, subject to reasonable advance notice, for the purpose of removing any Firstcom Equipment and de-installing the Service(s); and

16.7.3 if Firstcom does not exercise its rights under Clause 16.7.2 above, return to Firstcom any Firstcom Equipment or pay Firstcom for the Firstcom Equipment at its then-current new purchase price if not so returned.

16.8 All the terms and conditions forming part of the Agreement which are agreed by the Parties to survive termination or which by their nature are clearly intended by the Parties to survive termination, shall survive and continue in full force and effect.

## **17 Charges and Subscriptions**

17.1 Certain Software or Services require you to purchase a subscription in order to access all or part of the Software or Service. Subscription Fees are non-refundable, except as stated in specific subscription terms applicable to a Service. Subscription Fees may change at the end of a subscription period.

17.2 All subscription services have an Initial Term followed by Term Extensions.

## **18 International availability**

18.1 The Software and Services can be accessed from countries around the world, where permitted, and may contain references to Services and Materials not available in a particular country. These references do not imply that Firstcom intends to announce such Services or Materials in a country.

18.2 These Services are controlled, operated, and administered by Firstcom from its European offices. Firstcom reserves the right to block access to the Services or Materials by certain international users. If you access the Services from anywhere, then you are responsible for compliance with all local Laws.

## **19 Dispute Resolution**

19.1 Venue. You agree that any claim or dispute you may have against Firstcom must be resolved by a court located in England under the law of England and Wales except as otherwise agreed by the parties. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

19.2 All claims you bring against Firstcom must be resolved in accordance with this Section. All claims filed or brought contrary to this Section shall be considered improperly filed. Should you file a claim contrary to this Section, Firstcom may recover Legal fees and costs up to GBP £2,000 provided that Firstcom has notified you in writing of the improperly filed claim and you have failed to properly withdraw the claim.

19.3 Notwithstanding the foregoing, in the event of You or others' unauthorized access to or use of the Software, Services or Materials in violation of the Terms you agree that Firstcom shall be entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **20 Miscellaneous**

20.1 Notice to Firstcom. Any notice provided to Firstcom pursuant to the Terms should be sent to Roskildevej 333, 2610 Rødovre, Denmark, Attention: Chief Financial Officer.

20.2 Notice to You. Firstcom may provide You with notices, including those regarding changes to the Terms, by email, postal service, text message, postings on or within the Software or Services, or other reasonable means now known or hereafter developed.

20.3 Entire Agreement. The Terms constitute the entire agreement between Firstcom and You with respect to your access to, or use of, the Software, Services and Materials and supersede any prior agreements between you and Firstcom on such subject matter.

20.4 Non-Assignment. You may not assign or otherwise transfer the Terms, or any right granted hereunder, without Firstcom's written consent. Firstcom's rights under the Terms are transferable by Firstcom.

20.5 Severability. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

20.6 Waiver. Any failure by Firstcom to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.

20.7 Report Abuse. Firstcom requests the reporting of any violations of the Terms via the report abuse mechanism offered in conjunction with the specific Software or Service in which the alleged violation occurs.

20.8 You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Services.